

National Law University, Jodhpur

Notice-Inviting Expression of Interest for Empanelment of print book suppliers, distributors, and publishers to supply print books and bound volumes(Law Reports) to the NLU-J library

Last date of Receiving Expression of Interest: 16.11/2024 before 02.00pm

Opening of Expression of Interest 16/11/2024 at 02.30 pm

National Law University, Jodhpur was established by the Government of Rajasthan by way of enactment known as the National Law University Act (Act No22 of 1999) came into existence in 1999. This university is entirely residential, teaches law, management, and related subjects and encourages research in these areas.

National Law University Jodhpur invites applications for empaneling book suppliers, distributors, and publishers to supply books to the NLUJ library for a term of three years, with effect from day of empanelment. Expression of Interest with the super script “Expression of Interest for empanelment of book suppliers ‘in sealed cover along with non-refundable application fee (Demand draft of Rs 2000 drawn in favor of The Registrar, National Law University ,Jodhpur)should be submitted to the following address.

The Registrar, (I/c)
National Law University, Jodhpur
NH-62, Nagour Road, Mandore
Jodhpur,
Rajasthan 342304

Distributors, vendors ,and suppliers must submit a signed formal application (Annexure I),along with a non-refundable fee of Rs. 2,000/- for the empanelment application, along with a sealed proforma detailing a for different category of books . (Annexure II) (Categories of Books), satisfactory service certificate from minimum 3 universities or Institutes of National importance, or Supreme Court or High courts (Annexure III), Self-declaration (Annexure IV) ,Non Debarment Certificate (Annexure V) and other relevant documents.

The short-listed vendors need to pay a sum of Rs.1,00,000/- (Rs.One Lakh) in favor of “**The Registrar, National Law University, Jodhpur**” towards a refundable security deposit. Interest shall not be paid on security deposit by the University.

The university reserves the right to postpone, cancel, or reject tenders without reason, and bidders should be aware of potential rejections if their information is inaccurate. The university’s decision is final and enforceable.

Registrar (I/c)
National Law University,Jodhpur

National Law University, Jodhpur

Notice-Inviting application for Empanelment of print book suppliers, distributors, and publishers to supply books and bound volumes (Law reports) to the NLU-J library

Terms and Conditions

A: Instructions for application:

1. Reputable vendors who supply, distribute, and publish printed books can submit the application form,(Annexure I), proforma detailing a flat Minimum discount rate for different category of books . (Annexure II) (Categories of Books), satisfactory service certificate from minimum 3 universities or Institutes of National importance, or Supreme Court or High courts (Annexure III), Self-declaration (Annexure IV) ,Non Debarment Certificate (Annexure V) and other relevant documents. in sealed envelope. The envelope must be clearly labelled with the phrasing “Application for Empanelment for the Supply of Print Books to NLU-Jodhpur”.
2. The application form, along with each page of requisite documents, should be signed by the authorized representative of the vendor(s) with their full name and the official seal of the company.
3. Vendor can only submit one EoI as individuals, sole proprietors, partnership firms, or companies. Violation of this criterion may result in disqualification from EoI in which the vendor has participated.
4. Incomplete and conditional applications will not be considered.
5. Vendors may submit empanelment application for one or more categories as mentioned in AnnexureII.
6. The participating vendor is expected to examine all instructions, Terms &Conditions as specified in the application document. Failure to furnish all requisite information or submission of an application not substantially responsive to the conditions laid down shall be at the risk of the participating vendor and may result in the rejection of the application.
7. National Law University Jodhpur has the authority to modify the documents before last date, either on its own or in response to a clarification requested by a potential vendor. Notification of such amendments will be published only on the university website vendors are requested to visit the university website frequently for any amendments.

8. National Law University Jodhpur will not consider the EoI that are received beyond the 16/11/2024 14.00 pm.. The Expression of Interest will be opened on 16/11/2024 at 14.30 pm, in presence of the participating vendor(s) or their authorized representative(s) if they desire so. The representative must show an authorization letter from their company in order to participate in the opening of Expression of Interest process.
9. The National Law university Jodhpur reserves the right to reject/cancel any or all applications without assigning any reason thereof.
10. The Vendor is required to pay ₹2000/- (non-refundable) towards Application fee while submitting EoI for empanelment. The Successful vendors they the empaneled will be required to submit a security deposit of Rs. 1,00,000/- (Rs One Lakh) (refundable) as a security deposit with National Law University, Jodhpur. However no interest shall be paid by the university on security deposit .

B: Eligibility

Vendors who apply for empanelment must fulfill the following conditions for eligibility:

1. Should have an annual financial Gross turnover of minimum ₹ 50 Lakhs or above during the last three financial years (2021-2022, 2022-2023, 2023-2024) a certificate duly validated by a chartered accountant is required to be attached with the EoI.
2. Should have PAN issued by the Income Tax Department. (Attach a copy of PAN card)
3. Should have GST Number.(Attach a copy of GST Number)
4. The vendor should be registered with the Federation of Publishers and Booksellers Association of India (FPBAI).or any similar state or central organizations (attach a copy of membership)
5. Should have supplied books to prestigious educational institutions such as National Law Universities (NLUs), Indian Institutes of Technology (IITs), Indian Institutes of Management (IIMs), National Institutes of Technology (NITs), or central /state Universities, Supreme Court and high courts, Institutes of National Importance, for a minimum of three consecutive financial years. Satisfactory performance certificate from the Institution where the vendor has supplied books is required. to be attached. A copy of the purchase order is not sufficient evidence to confirm the delivery of books to an institution.(Attach copy of satisfactory corticated from minimum three institutes as mentioned above) Annexure III

6. Self-Declaration certificate (Annexure IV)
7. Should provide a declaration stating that they have not been blacklisted or debarred by any of the above mentioned organizations for the provision of books in the past three financial years.(Annexure V)
8. Offering a minimum discount of 20% on types of books as mentioned with annexure II other than Government publications ,NGO publications and institutional publications shall be essential for the empanelment eligibility.
9. Single purchase order (order value should be minimum Rs 7,00,000/-(Rs Seven Lakhs) or above during any of the last three financial years for the supply of printed books to any government /central /or state University.(purchase order and satisfactory certificate should be attached)
10. The vendor must be distributor /dealer of any of the foreign publishers like, Lexis Nexis, Sage, Oxford, Routledge, Thomson&Reuters, Sweet&Maxwell, Springer, Wiley, Oxford, Cambridge, Pearson, McGraw Hill, Brill, Edward Elgar, Prentice Hall, Taylor and Francis etc.. and the proof of this effect has to be attached.
11. After the verification of eligibility criteria firm will be required to submit security deposit of Rs one lakh (one or more categories of books) along with the agreement, before the issuance of empanelment letter.

C. Evaluation of EOI

1. Fulfilment of all the criteria's mentioned under Clause "B" shall be the parameter for empanelment. Vendors fulfilling the all the eligibility criteria shall be empaneled for the supply of books in respective category of books as mentioned in Annexure II ,need to deposit Rs 1 Lakh rupees as security deposit to the University.(If a vendor is enlisted in multiple categories they need to pay only 1 lakh as security deposit) However no interest shall be paid for the security deposit.

D: Discount

1. The Minimum discount mentioned in the terms and conditions is only for eligibility for empanelment, which shall be the bench mark for placing the enquiry for the order.
2. The final discount rates shall be according to the reply by the vendors to email to all empaneled vendors in respective category requesting the requisite titles and the number of copies of each. However the discount offered shall not be less than 20% excluding Government, NGO and Institutional publications

E: General Terms and Conditions

1. The tenderer must sign and stamp all pages of the tender documents, including the Proforma for minimum discount rates, which they submit.
2. The tenderer must read and understand the terms and conditions.
3. The University's Competent Authority has the authority to accept or reject any tender before the contract is awarded
4. The empanelment period will be for the three years starting with effect from the date of empanelment order with the possibility of being extended for a year with the same terms and conditions if required.
5. Subletting of empanelment will not be permitted.
6. The selected vendor must provide a written agreement on legal paper worth five Hundred Rupees, agreeing all the above terms and conditions, as well as any additional terms and conditions that NLU-J shall deem suitable after the vendor is empaneled.

Terms and Conditions for the vendors after empanelment.

A: Enquiry on availability of books:

1. The library may send an email to the empaneled vendors in the respective category, along with requisite titles and the number of copies.
2. Within three days of receiving the email, vendors that have books from the above list in their ready stock must respond by reply email, specifying titles available, quantity of copies, and pricing of latest edition and discount (must be equal to or more than the minimum discount rates)
3. The empaneled firm which offers the highest discount shall be given the order.
4. However in exceptional cases the vendor offering the highest discount requires significantly more time for the delivery than another distributor (with the discount difference being not more than 3%) the order can be placed with the vendor assuring faster delivery with the approval of the competent authority.

B: Purchase Orders:

1. The supply of books must be made in accordance with the purchase orders.
2. It is required to send an acknowledgment of receipt of purchase order, which is interpreted as acceptance of the purchase order, preferably via email.
3. If vendor have any questions or need clarification on the purchase order, please contact the Library within three (3) days of receiving of PO.

C: Supply of Books/CD's/DVD's/Journals:

1. The vendor must verify the availability of the necessary books via email within three business days after confirming the status, and the supply order may be placed with the firm based on the availability report. Nevertheless, the vendor does not have the authority to demand a supply/purchase order from the University based on the status report of the requested volumes.
2. The supply should be free of freight, insurance and any other charges.
3. Consignee and Mode of Dispatch: Books should be sent to the Library, National Law University, Jodhpur
4. Every supply should be accompanied by a delivery challan that clearly states the terms and titles of the supply, as well as their amount and price.

5. The National Law University Jodhpur reserves the right to accept order the supply in part or in full as well as to cancel the order without providing a reason.
6. The net payable price will be the publisher's price minus the discount provided. The supplier's prices must include any applicable taxes or levies.No additional charges shall be paid by the University.
7. No forbidden book(s) shall be supplied, and any such books that are supplied will be forfeited.
8. Books supplied should be in good shape. Mutilated or filthy books must be replaced at no additional expense of the University.
9. The supplier agrees to return the sum if the charges exceed the prices of the books.

D: Time frame for supply and cancellations:

1. The Indian edition of the book(s) shall be delivered within 20 days after receipt of the order. Similarly, foreign editions of the book(s) will be delivered within 60 days after receiving the order.
- 2..If the empaneled vendor(s) to whom the order has been placed fail to supply the entire order or any part of the order within the stipulated time without providing satisfactory justification for such delay, the empaneled vendors may be charged with liquidated damages at the rate of 1% to 5% of the value of the order not fulfilled.

E: Edition specifications:

1. Unless otherwise specified, the most recent edition of the book must be provided.
2. Books should be given in paperback format, unless otherwise specified.
3. Indian editions of works should be provided, unless otherwise specified.
4. If paperback and Indian editions are not available, the Library should be contacted via email for clarification/permission to supply the available editions.

F : Invoicing procedure

1. Pre-receipted invoices/bills must be submitted in triplicate (3copies).
2. A revenue stamp should be placed on the original bill and signed by an authorized signatory.
3. Raise your invoice to “The Registrar, National Law University, Jodhpur.”
4. Only one invoice should be raised in response to a single purchase order. Titles from multiple P.Os should not be mixed and given on a single invoice.
5. Invoice should be submitted after the supply of all books mentioned in supply order.

G: Undertaking: Every invoice should certify the following

1. The prices charged in this invoice are the actual, current publisher’s prices as billed.
2. The prices charged are as per the publisher’s invoice (publishers/importers/distributors) and latest catalogue.
3. The latest editions have been supplied.
4. 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 National Law University Jodhpur The vendor will be liable to arrange for supply of replaced books at the destination of supply.

H: Mandatory enclosures with invoice

1. A copy of the publisher’s catalogue (if catalogue is not available, a publisher’s invoice may be used as proof of pricing).
2. Currency conversion evidence.(GOC List)
3. Each price proof and currency conversion proof shall include the vendor’s seal and authorized signature.

I: Discount

1. The Minimum discount mentioned in the terms and conditions is only for eligibility for empanelment, which shall be the bench mark for placing the enquiry for the order.
2. The final discount rates shall be according to the reply by the vendors to email to all empaneled vendors in respective category requesting the requisite titles and the number of copies of each. However the discount offered shall not be less than 20% excluding Government, NGO and institutional publications.
3. If more than one vendor quotes same percentage of discount, the orders may be divided between all the quoted vendors.

J: Billing and Payment:

1. That supplier must include his GST number on the bill.
2. Those taxes will apply in accordance with the rules.
3. All payments to suppliers shall be made using cheque/RTGS, for which they must provide the following information: Name of the Bank with Address, Bank Account Number, and IFSC Code.
4. Supplier(s) and publisher(s) are urged to rigorously adhere to the standards and other criteria specified in the order copy in the event that books are supplied against a "Confirm Order."

K: Payment

1. Payment will be paid in Indian rupees only via cheque/e-payment as early as possible, ascertaining the books are in good condition and there are no discrepancies of any kind.

L: Termination 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 event:

- (i) If the vendor fails to deliver even, at least 90% 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 certificates, services and related matters are incorrect .

- (iv) In such case(s), the University will be at liberty to terminate the empanelment of the vendor/supplier, and the Institute reserves the right to claim the amount of loss occurred to the Institute, from the security deposit submitted by that vendor / supplier.
- (v) The Institute 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.

M : General Terms and Conditions

1. Only the most recent edition of book titles will be provided per order. That against each title, it will be certified that the books given are genuine and not the pirated ones.
2. Unless otherwise indicated 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 delivered.
3. It is vendor's responsibility to inform the Library of any available CD/online versions of the book before giving it against a specific order.
4. Return of Damage Books: If a book does not meet specifications or is not in good condition, the supplier must return it at their expense and replace it within one month or the order will be cancelled. If such books are not returned and replaced within the specified time frame, the Library will not accept responsibility for them.
5. For any further clarification regarding the purchase order, it is necessary to contact the University Library within **Three working days** of receiving the supply/purchase order.
6. Books must be supplied exclusively in accordance with the supply/purchase order.
7. The supply of books will be at the risk of the vendor until they are accepted by the University
8. The vendor must provide the books in a single delivery according to the supply order, without splitting it into multiple shipments
9. The vendor must supply the entire titles specified in the supply order. If they fail to do so, penalty shall be imposed, subject to the final decision of the University's Competent Authority.
10. Only one bill per supply/purchase order shall be raised by the vendor. In no case, multiple bills shall be accepted by the University against a particular supply/purchase order.
11. The vendor is required to provide Indian Books within a period of 20 days and Foreign Books within a period of 60 days from the date the supply/purchase order is issued. Nevertheless, in exceptional circumstances, the University may provide an

extension of 15 days or a suitable duration as determined by the University for the Provision of books.

12. In case the delivery of books is made beyond the scheduled date or extended date with the permission of competent authority, the vendor shall be charged a **penalty of 1% to 5%** of the billed amount.
13. Only the publisher's pricing will be charged, and documentation of this price must be attached to all invoices.
14. The GOC rates for the invoice month will be used to calculate the cost of foreign books in Indian Rupees. And a copy of GOC rates for the respective month need to be attached with invoice.
15. The vendor is responsible for covering the expenses associated with packing, freight charges, loading, unloading, and other related costs at both ends.
16. Sending an acknowledgment of the receipt of purchase order, which is taken as an acceptance of the purchase order, is mandatory, preferably by email.
17. Books, if found duplicate, may be returned even after supply.
18. The vendor shall attaché the certificate to the bill to the effect that:
 - a) Only original/latest editions of the books have been supplied,
 - b) The actual publishers' price has been charged.
 - c) The Indian/low-priced editions of publications (if foreign) are not available in India.
 - d) The books are not remaindered titles.
 - e) Hardcover books of foreign books supplied to the University are not available in Indian edition.
19. Unless specified, the latest editions only shall have to be supplied.
20. All the payments will be made in Indian Rupees. Payment shall only be released after the supply and acceptance of books by the University.
21. The selected vendor must provide a written agreement on legal paper worth five Hundred Rupees, agreeing all the above terms and conditions, as well as any additional terms and conditions that National Law University Jodhpur shall deem suitable after the vendor is empaneled.

N SETTLEMENT OF DISPUTE:

1. All disputes pertaining to the work contract is limited to the jurisdiction of the courts at Jodhpur District, Rajasthan.
2. Without prejudice to above, the parties reserve the right to enter into an Arbitration process in accordance with the relevant clause of Arbitration and Conciliation Act, 1996.

I/ We are ready to supply the books on terms conditions given above kindly include my firm /us in the panel for the supply of books to your library.

(Signature & Seal) Name:
Address:

Date
Place

Annexure I

National Law University, Jodhpur
Application Form for Empanelment of book suppliers, distributors, and publishers to
supply print books /bare acts/to the NLU-J Library

(STRIKE OFF WHICHEVER 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 (if any) _____

Contact person and
Contact numbers _____

Email ID, Website (if any) _____

3 Registration Numbers _____

4 If Proprietorship, Name of
Managing
Director/Proprietor _____

5.If partners Name of the Partners -----

6. Do you have a single purchase order (order value should be minimum Rs 7,00,000/-(Rs Seven Lakhs)
or above during any of the last three financial years for the supply of printed books to any government
/central /or state University.(purchase order and satisfactory certificate should be attached)

Place

Signature and Seal

Date

Name.

Annexure II

National Law University, Jodhpur

-Inviting Expression of Interest (EoI) for Empanelment of print book suppliers, distributors, and publishers to supply books and Bound volumes(Law Reports)to the NLUJ library

(Percentage of discount offered must be mentioned in figure and words)

Sl No	Categories of Books	Minimum flat discount (%)	In Words
1	Law books published in India including Indian Reprints		
2	Social Science, Management and Other books published in India		
3	Indian Law Reporters (bound/Loose issues)		
4	Bare acts		
5	Law books published in foreign countries		
6	International Law Reports(Foreign) bound and loose issues ,encyclopedias		
8	Social sciences Management and other books published in foreign countries		
9	Government and Institutional publications.		

Place :

Signature and seal:

Date

Name:

:

Annexure III

List of Universities, National Level Educational Institutions and Research Institutions with repute, where the vendor for at least for last three years

Sr. No.	Name of Institution	Period of Association	Reference to Librarian/Administrative authority		Copy of satisfactory certificate attached or not	Page No
			Email ID	Contact No.		
1					Yes/No	
2					Yes/No	
3					Yes/No	

Place :

Date

:

Signature and seal:

Name:

Annexure IV

DECLARATION

1. I/We _____(name of the Managing Director/Proprietor /Partners) do hereby declare that the entries made in this application form are true to the best of our knowledge.
2. I/We further declare that all matters pertaining to National Law University, Jodhpur will be handled in a confidential manner and that no information will be disclosed to third parties without the express consent of the relevant authority.
3. Mr. _____whose signature is presented below, is an authorized representative of this firm.
4. I/We also accept responsibility for informing you of any further modifications to the firm's operating procedures or constitution.
5. I/We ensure that the firm would work with the National Law University for at least three years if granted an employment agreement.
6. I/We hereby declare that we have carefully reviewed, understood, and willingly agree to adhere to the terms and conditions of National Law University, Jodhpur as stated in this agreement.

Place :

Signature and seal:

Date

Name:

:

**DECLARATION REGARDING BLACKLISTING/ DEBARRING FOR TAKING PART IN
TENDER/EoI**

(To be executed & attested by Public Notary/executive Magistrate on Rs 100/-non judicial stamp paper by the Tendered]

1. I/We _____ of M/s _____ hereby declare that our company _____ having registered address at _____

has never been blacklisted/debarred by any State/Central Government Department/Organization till date nor we are facing/filed any Litigation proceeding regarding debarring (blacklisting) with either of the above said agencies

OR

1. I/We _____ of M/s _____ hereby declare that our company _____ having registered address at-----

Was blacklisted or debarred by by State/ Central Govt, Department /Organization from taking part in tenders for a period of-----Years. With effect from---- to -----The period is over on ----- and now the firm/company is entitled to take part in tenders.

2. 2. In case of above information found false, I/we are fully aware that the tender/contract will berejected/cancelled by National Law University, Jodhpur, and EMD/Security deposit shall be forfeited.
3. 3. In addition to the above National Law University, Jodhpur will not be responsible to pay the bills forany completed /partially completed work/supply.

DEPONENT

ATTESTED:
(Public Notary/executive Magistrate)

NAME:- _____
Address: _____

CHECKLIST For applying EoI			Page No
If you belong to any of the following associations, please tick the appropriate box and certify with official documentation	Federation of Publishers and Book sellers Association of India (FPBAI):	Yes/No	
	Any other State/National Association(s)of books suppliers.	Yes/No	
Copy of GST Registration	Yes/No		
The last three financial years 'annual turnover (2021-2022,2022-2023,2023-2024) (Please attached Audited Copy) (minimum 50 Lakh for each financial year)duly verified by a chartered accountant.	Yes/No		
Copy of PAN card	Yes/No		
A copy of the latest three years 'income tax returns	Yes/No		
An affidavit on non-judicial stamp paper worth Rs.500/-stating that you have not been placed on a blacklist by any Universities, National Level Educational Institutions and Research Institutions or government agencies for at least three years	Yes/No		
DD of Rs 2000/-drawn towards The Registrar ,National law University, Payable at Jodhpur	Yes/No		
Applicants signed copy of every page of terms and conditions thereby accepting the willingness to accept the conditions set by the NLUJ.	Yes/No		
performance certificate from Minimum 3 reputed Institutions (NLU,IIT,IIM, Central Universities, State universities ,Supreme Court, High Courts etc. where the vendor has supplied books	Yes/No		
single purchase order (order value should be minimum Rs 100000/- (Rs ten Lakhs) or above during any of the last three financial years for the supply of printed books to any government /central /or state University.(purchase order and satisfactory certificate should be attached)	Yes/No		
Authorized distributor//dealer certificate from foreign publisher i,e Lexis Nexis,Sage,Oxford,Routledge,Thomson&Reuters,Sweet&Maxwell,Springer,Wiley,Oxford,Cambridge,Pearson,McGraw Hill,,Brill,Edward Elgar,Prentice Hall,Taylor and Francis etc..	Yes/no		