

NATIONAL LAW UNIVERSITY DELHI

Sector-14, Dwarka, New Delhi

CALL FOR EXPRESSION OF INTEREST

VENDOR EMPANELMENT FOR SUPPLY OF PRINT BOOKS AND OTHER DOCUMENTS ETC, TPS CHAWLA LIBRARY, NATIONAL LAW UNIVERSITY DELHI

A call for 'Expression of Interest' for supply of printed books and other documents as specified in Annexure-II, to the TPS Chawla Library at National Law University, Delhi.

PART I: Requirements of the University Library Procurement Policy:

- 1.1 Procurement of printed materials for the TPS Chawla Library has been divided into 7 main categories with some of them having sub-categories (*see Annexure-II*)
- 1.2 Vendors must indicate the categories/ sub-categories for which they are submitting the 'Expression of Interest' (*see Annexure-II*)
- 1.3 This call also provides the minimum discount rate against each category/ sub-category that vendors must provide to the University while supplying printed materials in pursuance of this call (*see Annexure-II*).
- 1.4 Vendors must indicate the discount rate they are willing to offer to the University under each category/ sub-category for which they are submitting the 'Expression of Interest' (*see Annexure-II*)
- 1.5 The responses will be scrutinized and shortlisted by a Committee duly constituted by the Competent Authority of the University. The shortlisted vendor(s)/supplier(s) may be required to be present at the University for personal interaction on a date, which will be informed by email.
- 1.6 Provided all other requirements under this call are satisfied, the vendors offering the highest discount rate under each category/ sub-category will be part of the panel of vendors for that specific category/ sub-category.
- 1.7 After the panel of vendors is constituted for each category, for specific orders, the requirement of books under each category/ sub-category will be communicated to the identified panel of vendors. The vendors are then required to indicate the discount for that specific order, which must be equal to or higher than the minimum

discount rate committed to in the 'Expression of Interest'. Vendors will also have to indicate the availability of books in stock and the duration required to deliver the specific order along with a specific delivery date.

- 1.8 The specific order will be placed with the distributor offering the highest discount.
- 1.9 Under the abovementioned policy that the University has adopted, when in exceptional cases the vendor offering the highest discount requires significantly more time for delivery than another distributor (with the discount difference being no more than 3%), the order can be placed with the vendor assuring faster delivery with the approval of the competent authority along with the reasons necessitating faster procurement.

PART II CONDITIONS FOR VENDORS TO SUBMIT AN EXPRESSION OF INTEREST

- 2.1 The vendor must have experience of at least five years in supply of law and social science books to National Law Universities, or prominent legal research institutes including court libraries only need to apply.
- 2.2 Vendor must be a direct importer having direct account with foreign publishers outside India.
- 2.3 Vendors must have a good business record in supply of law books and must not be debarred by any university, institutions or college due to any reason for supply of books and other documents.
- 2.4 Vendors must be financially sound and capable of handling transactions.
- 2.5 All vendors must necessarily submit all the enclosures listed in Annexure-I and the failure to submit any of those enclosures will lead to disqualification and the vendor shall not be considered for empanelment.
- 2.6 Any misrepresentation on the eligibility conditions or if any of the requisite documents as part of this application are found to be false will lead to disqualification or cancellation of empanelment if such misrepresentation/ use of false documents comes to light after the empanelment. The University also reserves the right to initiate legal action for such misrepresentation/ use of false documents and shall also disqualify the vendor from submitting an 'Expression of Interest' in the future.

PART III. GENERAL INSTRUCTIONS:

Vendors should submit the following in a sealed package superscripting '**Expression of Interest for Empanelment with the TPS Chawla Library, National Law University Delhi**':

- 3.1 Application form (Annexure I) in a separate envelope inside the application package.
- 3.2 Financial Bid (Annexure II) in a ***separate sealed envelope*** inside the application package.
- 3.3 All enclosures listed in Annexure III in a separate envelope inside the application package.
- 3.4 The declaration in Annexure IV
- 3.5 This must be addressed to the Registrar, National Law University Delhi, Sector 14, Dwarka, New Delhi 110078 and must be submitted no later than 4.00 PM, 20th May 2025.
- 3.6 The response should be signed by an authorized signatory of the vendor bearing full name and designation, clearly indicated below the signature along with the official seal of the firm.
- 3.7 Incomplete and conditional responses will not be considered.
- 3.8 Responses received after the deadline will not be considered.
- 3.9 The shortlisted vendors, at the time of personal interaction are required to agree to supply books as per the University's Library Procurement Policy and the Terms and Conditions outlined in Part-IV.
- 3.10 This empanelment will be valid for three years subject to the conditions mentioned in this document.

PART IV-TERMS AND CONDITIONS

Empanelment for supply of books will be governed by the following Terms and Conditions.

4.1 GENERAL TERMS AND CONDITIONS

- 4.1.1 The University authorities reserve the right to approve or reject any or all the vendors, whose decision will be final in all cases.
- 4.1.2 In compliance with the various requirements and provisions of this document, the University reserves the right to add and/or drop any vendor from its empanelled list, and/or to place purchase order(s) with any vendor(s) at any time, with the approval of Competent Authority.
- 4.1.3 After empanelment, the vendor has to submit a bank guarantee as Fixed Deposit of Rs. 1,00,000 (Rupees One Lakh) for the duration of the empanelment as security with the University
- 4.1.4 Procurement shall be governed by the University Library Procurement Policy.
- 4.1.5 RBI Rate of exchange should be applicable on the date of purchase order and should also be clearly indicated on the invoice.

- 4.1.6 The supply should be free of freight charges.
- 4.1.7 Pre-receipted invoice(s)/bill(s) are to be submitted in triplicate (3 copies) in favour of The Registrar, National Law University Delhi. A revenue stamp should be affixed on the original bill and should be signed by authorized signatory.
- 4.1.8 The prices in the invoice should be indicated in original currencies.
- 4.1.9 Mandatory enclosures with Invoice
- i) A copy of publisher's/ distributor's invoice as price proof.
 - ii) A currency conversion proof with date.
- 4.1.10 Every price proof and currency conversion proof should contain the seal and authorized signature of the vendor.
- i) The supplier is required to provide the following mentioned information as per below mentioned format with the invoice:
 - ii) Name of the Bank:
 - iii) Postal Address (with PIN Code):
 - iv) Email and Phone:
 - v) Account Type:
 - vi) Bank Account No.:
 - vii) IFS Code:
- 4.1.11 Every invoice should certify the following:
- i) The prices charged in this invoice are the actual, current publisher's prices as billed to us; and are true and correct.
 - ii) The prices charged are as per the publisher's invoice.
 - iii) The latest editions have been supplied, and they are not remaindered titles.
 - iv) The books supplied against this order have been checked against defects in collation.
- 4.1.12 Binding and condition of accompanying material viz., CDs etc., and for other physical conditions. If any defects are detected later, the defective books/CDs shall be replaced free of cost, at the destination of supply.
- 4.1.13 Reverse pick-up of the defective items is the responsibility of the vendor(s) and the charges are to be borne by the vendors(s) only. Reverse pick-up of the defective items must be arranged for, within 30 days of receiving intimation from Library.
- 4.1.14 In case of unforeseen delay in supply, the concerned empanelled vendor should send a request for extension of time with reasons and proof for delay in supply at least five (05) working days before the due date of supply. Competent Authorities decision would be final to provide extension or cancel the order.
- 4.1.15 If the provided reason for delay is justified with adequate proof e.g., communication from publisher/publisher's distributor or stockiest, the Library may consider extension of time as may deem fit.

4.1.16 Every supply should be accompanied by a delivery challan, clearly bearing the details of the items and titles in supply and their quantity.

4.1.17 Edition Specifications

- i) Latest editions of books must be supplied;
- ii) By default, paperback editions of books should be supplied (unless specified);
- iii) By default, Indian editions of books should be supplied; and
- iv) In case of unavailability of paperback and Indian editions, clarification/permission should be sought, preferably by Email, from the Library, regarding supply of the available editions in lieu of the default.

*4.2 SPECIFICATIONS FOR JOURNALS***

4.2.1 Parts/Issues of the Journals must be sent through speed post/Registered post.

4.2.2 Online Access to all those journals provided free of cost with print journals must be started and retained to the IP ranges of the university as well as through Remote Login.

4.2.3 In case of non-receipt of Journals/part/Volume, the University Library will not be responsible for non-receipt.

4.2.4 The reviews/bound volumes must be supplied in a timely manner, and supply time must be communicated to the library within 10 working days of receipt of supply order.

4.2.5 In case of non-receipt of issues of any journal the vendor will refund the amount for the corresponding issues.

4.2.6 The vendor cannot deny for completing all the issues of loose journals, in case of non-publication justification approved from the publisher will be required.

4.2.7 The vendor must accept the order once given, and in case of inability to supply any journal, it must be communicated within 10 working days of receipt of supply order.

4.3 CANCELLATION OF RELEASED PURCHASE ORDER

If the empaneled vendor with whom a specific purchase order has been placed, fails to supply the entire order or any part of the order thereof, within the stipulated time without sending any written communication and proof to the Library regarding delay or his inability to supply the ordered title(s), then the order will stand cancelled and the University reserves the right to drop the vendor from its empaneled list after providing him one opportunity to represent his case.

The decision of accepting supply of cancelled tiles is at the sole discretion of the Library and the decision of the Competent Authority shall be final in this regard.

4.4 TERMINATION OF EMPANELMENT

- 4.4.1 The University shall be at liberty to terminate the empanelment of an empaneled vendor without any prior notice and drop the said firm from its panel in any of following situations
- i) In case of breach of any terms of agreement, or unsatisfactory / inefficient performance on the part of the vendor.
 - ii) If the vendor fails to deliver at least 75% of the supply (in terms of number of titles ordered) during a year.
 - iii) If the vendor fails to fulfill two consecutive purchase orders within stipulated time mentioned/agreed by the vendor during pre-order enquiry.
 - iv) If at any time, it is found that the information provided by the empaneled vendor in any form about publications, services, costs etc. and related matters is incorrect and result in losses in any form to the University.
- 4.4.2 The University also reserves the right to claim the amount of loss incurred by the University, based on the available invoices submitted by that empaneled vendor.
- 4.4.3 The University reserves the right to change or modify or amend or substitute any clause(s) in the 'Terms and Conditions', if required, at any time.
- 4.4.4 Non-performance in terms of efficient fulfillment of purchase orders will be a consideration in future exercises of empanelment.
- 4.4.5 All disputes and differences arising out or concerning the work shall be subject to the sole arbitration of Vice Chancellor NLU Delhi or his nominee. The decision of arbitration shall be final & binding on both the parties. The empanelment will be interpreted under Indian laws and disputes will be adjudicated within the jurisdiction of courts in New Delhi.

APPLICATION FORM - TECHNICAL BID

[To be submitted on the firm's letterhead]

1. Name of the Firm
2. Address of the Firm with the phone No.(s) and E-mail
3. Legal Status of the Firm
(e.g., company, firm, sole proprietorship)
4. Are you a direct importer of foreign books? (Yes/No)
If yes, attach relevant documents.
5. Are you an authorized distributor and stockiest of foreign publications and multi volume sets? (Yes/No). If yes, attach relevant documents.
6. Are you the sole distributor of Foreign/Indian publications? (Yes/No) If yes attach relevant document.
7. Are you a Member of Federation of Publishers' and Booksellers' Association of India (FBAI)? (Yes/No). If yes, attach a copy of membership.
8. Are you a distributor/dealer/stockiest/exclusive/preferred Agent? If so, tick mark the appropriate ones' and attach the authority letter (s) issued by publishers in support of your claim.
9. Year of starting the Firm with Registration Number / date.
10. PAN/TAN No.
11. GST Registration No.
12. Subscription Agent No. (Applicable for supply of journals only**)
13. Annual business Turnover* (Attach IT returns Certified copy showing turnover for the last three years (i.e. 2022-23, 2023-24, 2024-25 or relevant years) (*The firm should have a Minimum Average Turnover of INR 0.5 Crore per annum for the last three years.)
14. Are you supplying books and journals to the Supreme Court/High Courts/Indian Law Institute or any National Law University and other academic institutions in law? If Yes, Please attach copies of some recent orders.
15. Major Foreign/Indian publishers you are directly dealing with (Give names/Address)

16. Name major subject areas in which your firm handles supply of books.
17. Affidavit by Vendors for not having been black listed/debarred by any public organization/University/National Level Institution.
18. Any other relevant information

**** All entries in the form should be legible and filled clearly on the letterhead of the firm. If the space for furnishing information is not sufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or correction is permitted in the financial bid Form.***

FINANCIAL BID*[To be submitted on the firm's letterhead]***(Empanelment of Vendors/Suppliers for Supply of Books and other Print Documents at National Law University Delhi)**

I/We have read, understood and signed the eligibility and all terms & conditions for submitting the expression of interest for supply of Books and Other Print Documents to the National Law University Delhi. Further it is certified that I/we fulfill the eligibility criteria for submitting the expression of interest. I/We quote the following rate of discount on supply of Law Books, journals and other documents to the National Law University, Delhi.

Category	Type of Document	Whether applying for this category?	Minimum Discount	Proposed Discount
1	Indian Law Books, Para-Legal Books, including Indian Reprints, Bare Acts and Students Academic/Text Books	Yes/ No	30%	
2	Foreign Law Books, Paralegal Books, and students' Academic/Text Books in these categories. (Import)	Yes/ No	20%	
3.1	Indian Law Reports (Bound) including Supreme Court, All High Court and Subject Specific Reports;	Yes/ No	10%	

	Indian Academic Journals; Encyclopedias published by Indian publishers			
3.2	India Law Reports (Loose Issues), Indian Academic Journals (Govt. Institutions Publications)	Yes/ No	NIL	
4.1	International Law Reports (Bound), Academic Journals (Import) and Encyclopedia	Yes/ No	12.5%	
4.2	International Law Reports (Loose Issues), Foreign Academic Journals (Govt./University/Society), Loose Issues)	Yes/ No	NIL	
5	Indian Social Science and Humanities Books	Yes/ No	30%	
6	Foreign Social Science and Humanities Books	Yes/ No	20%	
7.1	General Books, Indian Publications and Indian Reprints	Yes/ No	30%	
7.2	General Books (Foreign Publications) , Indian Reprints	Yes/ No	20%	
7.3	Reports/ Books/other Material from Institutions/University/Govt ./NGO/UN or other Intergovernmental Organizations	Yes/ No	NIL	

Note:RBI conversion rate will be followed for Foreign Books/Journals/Reports. (On date of issue of Purchase order).

I/We hereby declare that I/We shall abide by the terms & conditions and rules & regulations of National Law University Delhi as laid down in the said document and quoted rates accordingly.

Date:

Authorized signatory (with designation) & seal of the firm:

CHECK LIST OF ENCLOSURES TO BE SUBMITTED WITH THE APPLICATION FORM

1.	Proof of your membership in any of the following associations: i. Federation of Publishers' and Booksellers' Association of Indian (FPBAI) ii. Any other State / National Association(s) of books suppliers iii. Empanelment with Government University/Institute libraries (minor).
2.	Copies of the authority letters issued by the publishers along with details of your distributorship/ dealership / stockist/ exclusive or preferred agent(s).
3.	Copy of PAN Card of firm / owner partners
4.	One copy each of Income Tax returns of the last three consecutive years.
5.	Details of your firm's Sales Tax Registration Number (Copy of GST, CST and allied Certificates)
6.	References of supply of books and other documents to National Law Universities/Law Institutions/Court Libraries.
7.	Minimum five (05) references of the Libraries of reputed Universities/ other Govt. Organizations with whom you are already registered such as vendor/distributor/supplier
8.	Details of the annual turnover of the firm for the last three consecutive years with documentary evidence.
9.	Affidavit on a non-judicial stamp paper of Rs. 50/- of not having black-listed by any of the University or College or Government organizations or academic institutions in India.
10.	Any other document.....

DECLARATION

(To be submitted on Letter Head)

1. I/We _____(Names of proprietor(s)/partners or shareholders) hereby declare that the information provided in this application form are true to the best of our knowledge and that we shall be bound by the acts of duly constituted attorney.
2. I/We also hereby declare that all matters related to National Law University Delhi shall be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority of NLU Delhi.
3. Mr./ Ms. _____, whose signatures are appearing below, is/are the authorized representative(s) of the firm.
4. I/We also undertake the responsibility to communicate all subsequent changes in the constitution or working of the firm, affecting the accuracy of the facts, stated above.
5. I/We assure that if empaneled, the firm will serve the Library, NLUD, Delhi for a minimum period of two years.
6. I/We have read and understood all the “Terms and Conditions” of Vendor Empanelment Agreement, as mentioned in this document and consciously agree to abide by them.

Signature of Partners / Proprietors:

Signature of authorized representative of the firm with stamp:

Date:

Place: