

**NATIONAL LAW UNIVERSITY AND JUDICIAL ACADEMY, ASSAM**

Established by the Assam act XXV of 2009

**NOTICE INVITING OFFERS FOR 'SUPPLY OF STATIONERY AND GENERAL ITEMS'**

The National Law University and Judicial Academy, Assam invites bids for supply of 'Stationery Items & General Items' for its office at Guwahati from reputed and financially sound firms, those are in the business for the last three years and capable to supply the items on credit basis.

Last date of submission of tender document shall be 30-12-2013 at 3:00 PM

The detailed tender document can be downloaded from the website of NLUJAA [www.nluassam.ac.in](http://www.nluassam.ac.in).

The interested parties can submit tender in a sealed cover super scribed "Tender for supply of Stationery & General items" addressed to Registrar, National Law University and Judicial Academy, Assam, B.K. Kakoti Road, Bholanath Mandir Path, Ulubari, Guwahati-781007 within 15 days from the date of release of notice.

NLUJAA reserve the rights to accept or reject any tender or part thereof or all the tenders without assigning any reason thereof.

Registrar

### **IMPORTANT INFORMATION**

1	<b>PURCHASER:</b>	National Law University and Judicial Academy, Assam (NLUJAA) B.K. Kakoti Road, Bholanath Mandir Path, Ulubari, Guwahati-781007
2	<b>CONSIGNEE</b>	Registrar, NLUJAA
3	<b>PERIOD OF CONTRACT</b>	One year from the date of conclusion of Rate Contract. Contract period may be extended for further one year depending upon requirements with mutual agreement.
4	<b>FIRM &amp; FIXED RATES</b>	Prices should be quoted on a firm & fixed price basis. Request for enhancement of contracted rates shall not be considered under any circumstances. Tenders with variable prices or seeking provision for enhancement of prices/contracted rates shall be rejected straight away without any consideration.
5	<b>NON TRANSFERABILITY</b>	This tender is non-transferable
6	<b>TERMS &amp; CONDITIONS</b>	Terms & Conditions as set out in this Tender Document shall have to be complied with by the tendering firm. Offers not complying with such terms & conditions shall be ignored/rejected at the discretion of this Authority.
7	<b>EARNEST MONEY DEPOSIT</b>	An amount of Rupees Rs. 25,000/- only has to be submitted as earnest money DEPOSIT by way of Demand Draft in favour of Registrar, National Law University and Judicial Academy, Assam payable at Guwahati along with the original copy of the tender submitted by the firm. Payment by any other mode shall not be acceptable. Photocopy of the Demand Draft, should be attached along with the Duplicate copy of the tender document. Offers received without EMD shall be rejected straightaway and will not be considered under any circumstances. EMD of tendering firms who submit the sealed quotations but withdraw the same before expiry of the tender validity date may be forfeited at the discretion of NLUJAA.
8	<b>PRESCRIBED FORMS</b>	Tenders of firms received in the format prescribed in this tender document shall only be considered. Offers not received in prescribed format shall be ignored and no correspondence in this regard will be entertained. Telegraphic/ Telex/Fax/ Email/ Letterhead/ Quotations will not be accepted and ignored straightaway.

Signature of the Bidder

9	LATE/DELAYED TENDERS	Tenders received after closing date and time prescribed in this enquiry shall NOT be accepted under any circumstances.
	NLUJAA's RIGHTS	NLUJAA reserves the right to reject any tender/all tenders in full or part thereof without assigning any reasons.
	LEGAL CONTRACT	The supplier shall execute a legal contract agreement along with undertaking in duplicate on stamp paper worth Rs. 50.00 or stamp paper of appropriate value (charges to be borne by the supplier), immediately after the receipt of the award letter but not later than by 15 days of the date of issuance of award letter. The subsequent matter will be got typed on judicial papers of appropriate Court fee Stamps worth Rs. 1/-affixed on each page. A copy of award letter duly stamped (Court) and signed on each page is also to be attached with this contract agreement. Each page of this contract agreement should be duly stamped & signed by the authorized signatory of the firm. A copy of power of attorney in respect of the authorized signatory, that he is authorized to sign the contract on behalf of the firm, is also to be attached with the contract agreement. All disputes are subject to the exclusive jurisdiction of competent Courts and Forums in Guwahati only.

Note: - Contract agreement is to be signed at NLUJAA, Guwahati. Contract agreement by post shall not be entertained.

Signature of the Bidder

## **GENERAL INSTRUCTIONS:**

1. The Annual Rate Contracts concluded as a result of this Tender Inquiry shall be governed by the 'Terms & Conditions' and other relevant instructions as contained in this Tender Document.
2. The prices/rates quoted should be indicated in words as well as in figures.
3. Tenderers are requested to quote their prices on a firm & fixed basis only for the entire period of the Rate Contract. Tenders of the firms received with prices quoted on variable basis shall be rejected straightaway.
4. Tenders should be submitted in duplicate. Duplicate copy of the tender set should contain the same sets of documents as enclosed with the original tender.
5. Quotations qualified by such vague and indefinite expressions such as "subject to prior confirmation", "subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly.
6. Tenderers are requested to enclose a copy of their valid certificate of PAN No., TAN No, Service Tax No. with their tender. Tenders received without EMD amount by way of DD in the name of Registrar, NLUJAA, Guwahati will not be considered at all.
7. Tenderers may note that if the date of tender opening given in this Tender Document is declared to be a gazetted holiday, the tender shall be opened on the next working day at the same timing. In such an event the closing hours for receipt of tenders in NLUJAA will stand automatically extended up to 2.00 P.M. of the next working day in the Government offices.
8. Late/delayed tenders received in NLUJAA due to any reason whatsoever will not be accepted under any circumstances.
9. Tendering firms are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified in the Schedule. The name and address of the representative authorized to attend the opening of the tender on behalf of a tendering firm should be indicated in the tender. The representative so deputed should also bring with him a letter of authority from the firm for having been authorized to be present at the time of opening of tender. The name and address of permanent representative of the firm, if any, should also be indicated in the tender. Representatives of firms who have not submitted the tender or representatives not possessing authority letter from the tenderers or outsiders shall not be allowed to attend the tender opening process.
10. The tenders should be submitted in double cover. The First cover should contain DD/ Banker's cheque, Registration Certificate copy from DGS &D or trade license or any other, any other State Govt., copies of Supply Orders and successful execution of the Contract for past performance, Copy of PAN No., Audited Balance Sheets, or Income Tax return, Sale Tax registration or copy of Constitution of firm/company, the second cover should contain the prescribed tender form duly filled in and signed along with the quoted prices. Both the covers, the 1st and the 2nd cover should be put in a bigger cover and this outer cover should be wax sealed. Both the covers shall be opened simultaneously on the original tender opening date itself. Sample(s) wherever required as per tender may be deposited separately on or before the tender opening date.

The sealed tender envelope should be super scribed as under:

"TENDER NO. No. NLUJAA/ADMIN/F/STATIO./12-13/005"  
"TENDER FOR SUPPLY OF STATIONERY AND GENERAL ITEMS TO NLUJAA"

11. The sealed tender should be dropped in the Tender Box kept near Reception at 1<sup>st</sup> floor of NLUJAA, NEJOTI Building, B.K. Kakoti Road, Ulubari, Guwahati – 781007

Signatures of the Bidder

## TERMS AND CONDITIONS

1. The Rate Contracts shall be valid for the period of one year from the date of awarding the Contracts. The Annual Rate Contract awarded as a result of this Tender Enquiry will be in the nature of a Standing offer. Actual Supply Order may be placed from time to time against the RCs concluded on the basis of such rate contract(s). No guarantee can be given as to the minimum or actual services usage.
2. EMD will be returned to the unsuccessful bidders within 15 days after award of the Rate Contract to successful bidders.
3. NLUJAA reserves the right to conclude parallel Rate Contracts with a number of suppliers and place Orders on any of such firm that may be the most economical to it or suitable to its requirements.
4. The tenderers must have their own establishment within the Guwahati city area with valid Trade License, PAN, TAN and TIN registration
5. Payment will be made after satisfactory delivery of items within one month subject to the availability of funds. Delivery should be made to the office of the NLUJAA at Bholanath Mandir Path, Ulubari.
6. The University authority shall examine and approved the quality and brand as per specification given in the tender document prior to the agreement. The supplier has to make necessary arrangement for providing samples of the items duly signed.
7. The Interest Free EMD amount of Rs. 25,000/- (Twenty Five thousand) against selected party will remain with NLUJAA as Security Deposit till the termination of agreement with the party.
8. The Security Deposit will be forfeited if the service of the party is found unsatisfactory.
9. TDS will be deducted at source as per standing norms.
10. NLUJAA reserves the right to cancel the agreement at any point of time by giving 15 days notice in case supplier's service and quality of items are not found satisfactory as per the agreement and the security deposit will be forfeited.
11. Authorized Signatory/ Signing of Tender:  
Individual signing the tender or other documents connected with contract must specify the capacity in which the tender documents are signed as:
  - a) a 'sole proprietor' of the concern or constituted attorney of such. sole proprietor;
  - b) a partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
12. In the event of any disputes arising out of the execution of Rate Contracts/Supply Orders, the matter will be referred to Registrar, NLUJAA and his decision shall be binding to both the parties.
13. For judicial adjudication, the disputes, if any, arising out of the Contract/Service Orders against the Rate Contract will be subject to the jurisdiction of the Courts in Guwahati only.

Signatures of the Bidder

**DECLARATION**

From:-

M/s .....  
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.....

To

The Registrar  
National Law University and Judicial Academy, Assam  
Ulubari, Guwahati – 7

Sir,

I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.

I/We further assure that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned /suspended business dealings. I/We further undertake to report to the Registrar, NLUJAA immediately after we are informed but in any case not later 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

(Signature of the Tenderers)

Name:

Designation with Seal of the Firm

Date:

**PERFORMANCE STATEMENT FOR THE YEAR 2012-2013**

Name of the Firm .....

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Contract No.	Description of Store	Quantity	Value	Original Delivery Period	Quantity Supplied within original DP	Last supply position	Present position with reason for delay

Signature of Bidder