

EXPRESSION OF INTEREST

Expression of Interest for Empanelment / Registration of Vendors / Suppliers of Library Printed books / CDs / DVDs / Audio-visual material to NATIONAL LAW UNIVERSITY AND JUDICIAL ACADEMY, ASSAM

1	Date of Advertisement	14-07-2022
2	Last date of receipt of applications	29-07-2022
3.	Application Fees: Rs. 1000/- (Non refundable)	To be paid through DD drawn in favor of 'The Registrar, National Law University and Judicial Academy, Assam', payable at Guwahati
4.	Earnest Money Deposit (EMD): A sum of Rs. 10,000/- shall have to be submitted as refundable EMD.	To be paid through DD drawn in favor of 'The Registrar, National Law University and Judicial Academy, Assam', payable at Guwahati
5.	Validity of the Empanelment	2022-23, 2023-24 and 2024-25

Sealed **Expression of Interest** are hereby invited, affixing non refundable court fee stamps of Rs. 8.25 (Rupees Eight and Twenty-Five Paisa) only for empanelment of vendors for supply of printed books / CDs / DVDs / audio-visual material to NLUJA, Assam Library for a period of three consecutive Financial Years (i.e. 2022-23, 2023-24 and 2024-25) from reputed registered book suppliers / vendors. Vendors are required to submit application processing fee i.e. Rs. 1000/- (Rupees One Thousand) through Demand Draft in favour of 'The Registrar, National Law University and Judicial Academy, Assam'. The application-processing fee once paid is neither refundable nor adjustable for other tenders. Applications in sealed cover clearly bearing the superscription "**Application for Empanelment of Vendors of Library Resource**" should reach latest by **29-07-2022** to the Registrar, National Law University and Judicial Academy, Assam, Hajo Road, Amingaon, Guwahati-781031.

Security Deposit

The vendors are required to submit security deposit amounting Rs. 30,000/- in the form of DD in favour of "The Registrar, National Law University and Judicial Academy, Assam". The Security Deposit will be refunded only after two months from the expiry of empanelment period without any interest.

The security deposit will be forfeited in case Vendor/Supplier fails to comply with the terms and conditions of this agreement.

Terms and Conditions / Eligibility Criteria for Book Suppliers

In order to be eligible for empanelment, vendors would have to comply with the following

- Only vendors registered with the Book Seller's Federation [National/State] for more than ten years will be empaneled/ registered. Document in support of the same would have to be submitted.

- Income Tax Return Certificate for last three years is to be enclosed with the Application.
- The turnover of the vendor should be a minimum of 5 Lakhs per annum for last three years.
- The supplier should be serving as a vendor with minimum of three libraries of nationally reputed organizations (e.g. NLUs, Central University, IITs, IIMs, NITs etc.). Supplier must produce at least one copy of the latest purchase order from one client
- University will be at liberty to use appropriate metrics and weightage in evaluating the applications for completing the entire process for empanelment of vendors/supplier for supply of Print Resources(s)/ CD/DVD/ and Audio Visual Material.
- Vendors would have to agree to supply books on the discounted rate determined by the University.
- Actual price of the publication should be charged without any handling/postage charges.
- In case of foreign titles, GOC conversion rate will be followed.
- The book vendor/supplier must be the distributor/dealer of reputed foreign publishers. Relevant documents issued by the publishers need to be enclosed for reference.

Delivery of Books

- In case of any urgent demand for books, empaneled vendors would be liable to supply the same within least possible time even beyond the normal working hours/days.
- Vendors have to supply latest and new edition of the ordered titles within the stipulated period unless so specified.
- Vendors have to supply paperback editions, if available unless so specified
- All books shall be supplied with authentic stamped price proof. Correct price as per publisher's catalogue should be charged. Vendor has to submit price proof (i.e. publisher's price catalogue)/ certificate from publisher's authorized distributors/ publisher's Indian office/ publisher's invoice, as the case may be. In case of punitive measures by charging more than the publisher's actual price, the Vendor may be punished by blacklisting/ forfeiting the submitted Security Deposit or both. Under no circumstances, copy of the 'Books in Print' or such bibliographical list or third party invoices reflecting the price of the book will be acceptable to the University in support of price verification.
- The vendor shall have to certify on the invoice that the prices quoted thereof are the publisher's current prices.
- Encyclopaedia/Multivolume books will have to be supplied in a SET. No fractional supply will be accepted for payment. In case of any specific volume is required, it will be specially mentioned in the order.
- Before supplying books to the library, the name of bookseller along with date should be written on the book by pencil. Books would be accepted only with approval memos.
- Delivery of books to the Library, in every case, shall be free of any additional charges.
- Title(s) which is/are out of stock, out of print, publisher/distributor not traceable but is/are available on online portals/shopping such as www.flipkart.com, www.amazon.com etc. such titles(s) shall be supplied by the empaneled vendor(s) at

the actual price offered by the online vendors plus actual freight charges. Original bill of online vendors and freight charges shall be submitted.

- The delivery period is as under:
 - Indian Publications:** Maximum 45 days from the date of issue of 'Purchase Order'.
 - Foreign Publications:** Maximum 60 days from the date of issue of 'Purchase Order'

Note:

1. The University at its discretion may extend the delivery date, if the supplier/vendor requests for an extension citing valid reasons, at least 3 days prior to expiry of purchase order in writing to the Head of Library or Librarian i/c as the case may be.
2. Delivery of books to the Library, in every case, shall be free of any additional charges.

Discount

- Vendor shall give a minimum discount of 32% for all publications.
- Only publications of Central/State governments and learned society publications shall be allowed to be purchased at no discount. No discount title shall be supplied at no discount price. A separate certificate to this effect should be appended with the bill. The supplier is expected to work on a margin of 15% on net landed cost.
- Vendor will have to supply foreign/ Indian Society publications, government publication and no discount titles whenever required.

Cancellation of an Order

- The Institute has the right to accept or refuse supply in parts or full or cancel the order without assigning any reason thereof.
- The order is liable to be cancelled if the delivery is not made within the expiry of the stipulated delivery date. If the empaneled vendor repeatedly fails to supply the ordered books consecutively for 3 times, its name may be stuck off from the panel.

Return of Defective Books

- Books not conforming to specifications, damaged book or books with missing pages shall have to be taken back by the vendors even after they have been stamped for accessioning. Vendors will be asked to take back the book at their own expense and replace the same within one month, otherwise the whole order will be cancelled. The Library will not be responsible for such books, if not taken back and replaced within the stipulated period.
- Books, if found duplicate, may be returned even after supply.

The University reserves the right to:

- Place order for any book with any of the empaneled suppliers or suppliers/publishers outside the panel.
- Cancel an order at any time without assigning any reason thereof.
- Change or modify or amend or substitute any clause in the terms and conditions listed above with due information to the supplier or the vendor as the case may be.

Note: Any Legal dispute that may arise during the period of empanelment shall be subject to the jurisdiction of a court in Guwahati only.

Bills

- Bill shall be prepared preferably in the same order as mentioned in the purchase order.

- After the supply of ordered books etc. the vendor will raise bill(s) in triplicate mentioning the order number and date to NLUJA, Assam enclosing a copy of Delivery Challan duly bearing 'Received' stamp of National Law University and Judicial Academy, Assam library.
- Payment will be released only after final submission of the bills and any other declaration, if any, against the purchase order.

Annexure – I
**Application Form for Enrolment as Vendor for Supply of Print Resources/ CD/DVD/
and Audio Visual Material to**
National Law University and Judicial Academy, Assam

Sl. No.	Particulars	
1	Name of the Vendor	
2	Postal Address of the Firm a. Physical Address b. Telephone Number c. Mobile Number d. Fax Numbers e. E-mail Addresses f. Website, if any: (Please attach a copy of address proof of firm)	
3	Kind of Proprietorship a. Name of Directors /Managing Directors /Proprietor: b. If partnership, name of partners:	
4	Is the firm a member of GOC (Good Office Committee) / FPBAI (Federation of Publisher's and Bookseller's Association in India). (Please attach a copy of your registration letter).	
5	Is the firm an Income Tax payee? If so, please submit self-attested copies of Income Tax Returns for the preceding three years along with copies of PAN/TAN numbers of the partners / owners.	
6	Banker's details (A certificate issued by the banker may be attached) a. Banker Name b. Address c. Bank Account No. d. Name of the Account Holder e. Date of opening the account f. RTGS g. NEFT h. IFSC i. GST j. PAN / TAN k. Service Tax No. (Please attach a copy of PAN / TAN / GST Certificate and 1 st Page of Bank Passbook)	
7	Please attach minimum three (3) Reference Letters from libraries of nationally reputed organizations (e.g. NLUs, IITs, IISc, NITs, IIMs, Central Universities) with whom you are already registered. Supplier must produce at least one copy of the latest purchase order from one client and three satisfactory certificates from nationally reputed organizations.	
8	Please provide the annual turnover of the firm for the last three consecutive years with documentary evidence i.e. Trading, P & L Account, Balance Sheet & Income Tax Return.	
9	Please provide an affidavit on a non-judicial stamp paper of Rs. 100/- for not having been blacklisted / de-listed for minimum three (3) years by any	

	of the Institutes or Universities or government organizations in India.	
10	Do you have direct import license? (Please attach copy of the same)	
11	Do you have an account with the reputed foreign publishers for importing books directly through them (Please furnish documentary proof of distributor / dealership of reputed foreign publishers)	
12	Experience in the field of supplying books. (Please mention number of years with evidence)	
13	Details of legal dispute(s) with client(s). (Yes/No). If any, please provide the details of litigations history.	
14	Whether, the terms and conditions given at annexure are acceptable to you in totality: Yes or No (Please attach a format of the terms and conditions executed on non-judicial stamp paper of Rs. 100/- along with application form.)	

Declaration

- I / We 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. If any information provided by us is found incorrect, wrong or misleading, National Law University and Judicial Academy, Assam is authorized to blacklist our firm/company/agency and debar us from participating in any type of tender/bid in future.
- I / We also hereby declare that all matters related to National Law University and Judicial Academy, Assam shall be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority of the University.
- Mr./Ms..... whose signatures are appearing below, is / are the authorized representative(s) of the firm and will work on behalf of us.
- I / We also undertake the responsibility to communicate all subsequent changes in the constitution or working of firm, affecting the accuracy of the facts, stated above.
- I / We assure that if empaneled, the firm will serve the University for a minimum period of three years.
- I / We have read and understood all the "Terms and Conditions" of National Law University and Judicial Academy, Assam Library, as mentioned in this document and consciously agree to abide by them.
- If selected for empanelment, I/we agree to furnish a refundable EMD of Rs. 30,000/- as performance guarantee deposit, at the time of personal interaction.

Signature of Partners /Proprietors:

Place:

Date (with Firm's Seal):