

Maharashtra National Law University, Aurangabad

Paithan Road, Kanchanwadi, Aurangabad - 431005

Notice - Inviting application for Empanelment of book suppliers, distributors, and publishers and Discount Quotation to supply books to the MNLU-A library

Last date of receiving Quotation: 25th May 2024.

Opening of the quotation will be communicated to the participating vendors on 26th April 2024.

Maharashtra National Law University, Aurangabad (MNLU-A) was established by the Government of Maharashtra by way of enactment known as the Maharashtra National Law University Act (Maharashtra Act VI, of 2014) came into existence in 2017. This university is entirely residential, teaches law, management, and related subjects and encourages research in these areas.

The procedure for appointing book suppliers, distributors, and publishers to supply books to the MNLU-A library for a term of three years, beginning on the day the empanelment is approved.

The University is seeking sealed bids from reputable publishers, distributors, suppliers, and booksellers. Quotes with the superscript "Expression of Interest for Empanelment of Book Suppliers" in a sealed cover to be forwarded to the following address:

The Registrar,
Maharashtra National Law University, Aurangabad
Paithan Road, Kanchanwadi, Aurangabad - 431005

Distributors, publishers, and suppliers must submit a signed form and undertaking, along with a non-refundable fee of Rs. 2,000/- for the empanelment application, along with a sealed proforma detailing a flat discount rate for Indian and Foreign Books.

Once the distributors, publishers, and suppliers have submitted the signed undertaking, the university will proceed with the necessary formalities.

The short-listed vendors need to pay a sum of Rs. 10,000/- (Rs. Ten Thousand Only) in favor of “**The Registrar, Maharashtra National Law University, Aurangabad**” towards a refundable deposit.

If more than one supplier quotes for the same percentage of discount, the orders may be split between all the vendors.

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.

Yours faithfully,

Registrar

Maharashtra National Law University,
Aurangabad

Maharashtra National Law University, Aurangabad

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Instruction for Vendor

A: Instruction for application:

1. Reputable vendors who supply, distribute, and publish printed books should submit the application form, along with the required documentation, in sealed envelopes. The envelopes must be clearly labelled with the phrasing "Application for Empanelment for the Supply of Print Books to MNLU-Aurangabad".
2. The application form, along with each page of requisite documents, should be signed by the authorised representative of the vendor(s) with their full name and the official seal of the company.
3. Vendor can only submit one bid as individuals, sole proprietors, partnership firms, or companies. Violation of this criterion may result in disqualification from tenders in which the bidder has participated. **Incomplete and conditional applications will not be considered.**
4. 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.
5. The MNLU-A has the authority to modify the documents before the application deadline, either on its own or in response to a clarification requested by a potential vendor.
6. The MNLU-A will not evaluate applications that are received beyond the specified deadline. The applications will undergo thorough examination on the day communicated by the university by email in the presence of the participating vendor(s) or their authorised representative(s) if they desire so. The representative must show an authorization letter from their company in order to participate in the application scrutiny process.

7. If any vendor that is involved in the process of evaluating or examining applications is discovered to be exerting influence on the University's decision-making, their application will be rejected.
8. The MNLU-A reserves the right to reject/cancel any or all applications without assigning any reason thereof.
9. The Vendor should pay ₹2000/- (non-refundable) towards Application fee while submitting application for empanelment. The Successful vendors who are approved for the empanelment will be required to submit a security deposit of Rs. 10,000/- (refundable) as a security deposit with MNLU-A.

B: Eligibility

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

1. Should have an average annual financial Gross turnover of ₹25 Lakh Lac during three financial years duly validated by the Chartered Accountant.
2. Should have GST/PAN issued by the Income Tax Department.
3. It is preferable to be registered with the Federation of Publishers and Booksellers Association of India (FPBAI).
4. Should have provided books to prestigious educational institutions such as National Law Universities (NLUs), Universities, Indian Institutes of Technology (IITs), Indian Institutes of Management (IIMs), National Institutes of Technology (NITs), and colleges for a minimum of three consecutive financial years. An attached performance certificate from the Institution where the vendor has supplied books is required. A copy of the purchase order is not sufficient evidence to confirm the delivery of books to an institution.
5. Should provide a declaration stating that they have not been blacklisted by any of the above mentioned organisations for the provision of books in the past three financial years.

C: Enquiry on availability of books:

1. The library may send an email to all empanelled vendors requesting the requisite titles and the number of copies of each.
2. Within two 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 unit pricing.

3. In an emergency, orders can be placed with local merchants; nevertheless, the discount policy will stay the same.

D: 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.

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

1. The vendor must verify the availability of the necessary books via email within two 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 charges.
3. Consignee and Mode of Dispatch: Books should be sent to the Library, MNLU-A.
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 MNLU-A reserves the right to accept or deny the supply in part or in full, as well as to cancel the order without providing a reason.
6. Indian editions of books accessible on the market should be given even if a foreign edition is stated in our order, unless otherwise specified.
7. 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.
8. No forbidden book(s) shall be supplied, and any such books that are supplied will be forfeited.
9. Books should be in good shape. Mutilated or filthy books must be replaced at no additional expense.
10. The supplier agrees to return the sum if the charges exceed the prices of the books.
11. The supplier will pay for transit insurance till the supply reaches its destination.

F: Time frame for supply and cancellations:

1. The Indian edition of the book(s) shall be delivered within 15 days after receipt of the order. Similarly, foreign editions of the book(s) will be delivered within 45 days after receiving the order.

2. The University has exclusive discretion in accepting the provision of cancelled titles.
3. Within 2 days of receiving the order, the supplier will conduct a survey and submit a check list of all books that he can supply within the time frame specified above; otherwise, the order will be deemed as cancelled.
4. If the empanelled 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 empanelled vendors will be charged with liquidated damages at the rate of 5% to 10% (maximum) of the value of the order not fulfilled.

G: 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.

H: Invoicing procedure

1. Pre-receipted invoices/bills must be submitted in triplicate (3 copies).
2. A revenue stamp should be placed on the original bill and signed by an authorised signatory.
3. Raise your invoice to "The Registrar, Maharashtra National Law University, Aurangabad."
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.

I: 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 MNLU-A. The vendor will be liable to arrange for supply of replaced books at the destination of supply.

J: Mandatory enclosures with invoice

1. A copy of the publisher's catalogue (if a recent 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 authorised signature.

K: Discount

The discount pattern offered in Financial Bid must be followed.

L: 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. Payment will be made within 30 days of the delivery of all titles against the order.
4. The payment will be made by e-payment in accordance with Government of India instructions.
5. All payments to suppliers must be made using cheque/RTGS, for which they must provide the following information: Name of the Bank with Address, Bank Account Number, and IFS Code.
6. 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."
7. Please utilise the following formats when sending a "Tax Invoice" to the Central Library:

Sr. No	Title	Author	Ed/ Year	Publisher	ISBN	No of Vol.	No of Copies	Price	Conv. Rate	INR Price	Discount %	Net Price

M: Payment

Payment will be paid in Indian rupees only via cheque/e-payment within a fair time frame, i.e. 30 days after receipt of the consignment, assuming the books are in good condition and there are no discrepancies of any kind.

N: Signing of all bid papers

1. The tenderer must sign and stamp all pages of the tender documents, including the Proforma for Financial Bid, which they submit.

2. The tenderer must ensure no conflict between figures and words when filling out bid rates, and if discrepancies occur, the unit rate specified in the words must be considered definitive.
3. The tenderer must submit the specified rates in the Financial Bid proforma, without making any changes. Incomplete or non-compliance with instructions will result in rejection. Tenders without quotes may be rejected.
4. The tenderer must read and understand the terms and conditions, and include any observations in their mailing letter.
5. The University's Competent Authority has the authority to accept or reject any tender before the contract is awarded.

O: General Terms and Conditions

1. The empanelment period will be for the three financial years starting from 2024-2025, with the possibility of being extended with modified terms and conditions if required.
2. The empaneled vendor is required to submit discount quotations of the publisher wise discount rate in the month of February for every financial year. (i.e. Proforma for Financial Bid)
3. 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.
4. 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.
5. Unless otherwise stated in the order, the Paperback version of the book, if existing and corresponds to the latest edition of the book, will be delivered instead of the Hardcover version.
6. It is vendor's responsibility to advise the Library of any available CD/online versions of the book before giving it against a specific order.
7. Return of Damage Books: If a book does not meet specifications or is not in excellent 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.

8. For any further clarification regarding the purchase order, it is necessary to contact the Central Library within **two working days** of receiving the supply/purchase order.
9. Books must be supplied exclusively in accordance with the supply/purchase order.
10. The supply of books will be at the risk of the vendor until they are accepted by the University.
11. The vendor must provide the books in a single delivery according to the supply order, without splitting it into multiple shipments.
12. The vendor must provide a minimum of 75 % of the titles specified in the supply order. If they fail to do so, no supply will be accepted, pending the final decision of the University's Competent Authority.
13. The vendor must provide a document stating that books that were unable to be supplied are not available to their respective publishers/distributors. Any divergence or dissemination of incorrect information will result in the vendor being placed on a blacklist.
14. 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.
15. The vendor is required to provide Indian Books within a period of 20 days and Foreign Books within a period of 45 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.
16. In case the delivery of books is made beyond the scheduled date, the vendor shall be charged a **penalty of five percent** of the billed amount.
17. The MNLU-A has the authority to modify the Terms & Conditions by providing a written order to the vendor. These modifications can be made within the overall scope of the Terms & Conditions and may affect one or more of the following:
 - i. Method of shipping or package.
 - ii. Place of delivery.
18. Only the publisher's pricing will be charged, and documentation of this price must be attached to all invoices.
19. The GOC rates will be used to calculate the cost of foreign books in Indian Rupees.

20. The vendor is responsible for covering the expenses associated with packing, freight charges, loading, unloading, and other related costs at both ends.
21. The suppliers empanelled shall visit the MNLU-A campuses and interact with teachers and academics on a regular basis to assess their requirements only after their prior appointment, to show newly published books and catalogues of their interest and collecting requisitions for purchase of books in the requisition format. They may also be asked to arrange for book exhibitions and displays in the campus as per the MNLU-A's requirements. They may also be directed to supply books which the University or MNLU-A Library would identify through other channels.
22. Sending an acknowledgment of the receipt of purchase order, which is taken as an acceptance of the purchase order, is mandatory, preferably by email.
23. Books, if found duplicate, may be returned even after supply.
24. The vendor shall attached the certificate to the bill to the effect that:
 - i. Only original/latest editions of the books have been supplied,
 - ii. The actual publishers' price has been charged.
 - iii. The Indian/low-priced editions of publications (if foreign) are not available in India.
 - iv. The books are not remaindered titles.
 - v. Paperback of hardcover books supplied to the University are not available in India
25. Unless specified, the latest editions only shall have to be supplied.
26. If any book provided by the vendor does not meet the specifications outlined in the supply/purchase order or is in poor condition, the vendor must retrieve the book(s) from the Central Library at their own cost and replace it within 15 days. Failure to do so will result in the University not being liable for those books.
27. All the payments will be made in Indian Rupees. Payment shall only be released after the supply and acceptance of books by the University.
28. The selected vendor must provide a written agreement on legal paper worth One Hundred Rupees, agreeing all the above terms and conditions, as well as any additional terms and conditions that MNLU-A shall deem suitable after the vendor is empanelled.

29. In the event of deviation on any of the aforementioned counts, the MNLU-A shall be free to cancel the empanelment and/ or blacklist the vendor and it may also result in the forfeiture of the security deposit of the vendor.
30. The security deposit of empanelled vendors will be refunded either when the empanelment period ends or upon the vendor's request to the MNLU-A Librarian to withdraw from the empanelment. Nevertheless, if there is inadequate performance during the empanelment period (or duration of supply), the security deposit will be forfeited.
31. English language shall be used for interpretation of clauses of application/documents.
32. In the empanelment process, the University has the authority to remove any condition mentioned here or add any other requirement that arises from this Expression of Interest, without providing any reasons for doing so.
33. Dispute, if any, the same shall be resolved initially by mutual discussion between the parties within a period of 30 days failing All Legal disputes, if any, shall be settled in Aurangabad jurisdiction. For any clarification contact the Librarian at librarian@mnlua.ac.in

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

Date:

Place:

(Signature & Seal)

Name:

Address:

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Proforma for Financial Bid

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

1	Indian Publication	Discount %	In Words
	Text Books		
	Reference Books		
	General Books		
	Government Publications		
	Institutional Publications		
2	Foreign Publication		
	Text Books		
	Reference Books		
	General Books		

Place:

Date:

Signature and Seal

Name:

Designation:

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Application Form for Empanelment of book suppliers, distributors, and publishers and Discount Quotation to supply books to the MNLU-A Library

(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 (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 Partnership, Name of Partners _____

Check List of Enclosure:

1	If you belong to any of the following associations, please tick the appropriate box and certify with official documentation	Federation of Publishers and Booksellers Association of India (FPBAI):	Yes/No
		Any other State/National Association(s) of books suppliers.	Yes/No
2	Copy of Registration Certificate (Shop Act and GST/CST)		Yes/No
3	The last three financial years' annual turnover		Yes/No

	(Please attached Audited Copy)	
4	A copy of the latest three years' income tax returns	Yes/No
5	An affidavit on non-judicial stamp paper worth Rs. 100/-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

List of Universities, National Level Educational Institutions and Research Institutions at least for five years and continue to be providing the services with good standing:

Sr. No.	Name of Institution	Period of Association	Reference to Librarian	
			Email ID	Contact No.
1				
2				
3				
4				
5				

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 Maharashtra National Law University, Aurangabad will be handled in a secret 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 authorised 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 Maharashtra National Law University in Aurangabad 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 Maharashtra National Law University, Aurangabad as stated in this agreement.

Place:

Date:

Signature and Seal

Name:

Designation: