

**INVITING APPLICATION FOR EMPANELMENT OF VENDORS FOR
SUPPLY OF BOOKS TO DHARMASHASTRA NATIONAL LAW
UNIVERSITY, JABALPUR (M.P.)**



The Dharmashastra National Law University, Jabalpur invites applications for “Empanelment of Vendors for the Supply of Books” in the prescribed format from reputed Publishers/Distributors/Suppliers/Agency established in India for Library.

1	Information about Vendor Empanelment Process	Information is available on the University Website: www.mpdnlu.ac.in
2.	Last Date and time for submitting documents	14/08/2023 upto 5.30 P.M.
3.	Application Fee (Non Refundable)	Rs. 5000/- (Through Demand Draft/Postal Order, Payable at Registrar, DNLU Jabalpur)

Note:

1. Date and time of submitting the documents will not be changed.
2. The Vice-Chancellor has authority to reject/ cancel/ change the conditions, remove or relax any of the terms and conditions of the process at any time without any prior notice, in the interest of the University.
3. An application in sealed cover clearly super-scribed as “**Application for Empanelment of Vendors for supply of printed Books**” may be sent latest by 14/08/2023 upto 5.30 P.M. to, The Registrar, Dharmashastra National Law University, BRBRAITT, Ridge Road, South Civil Lines, Jabalpur- 482001, by Speed Post/Registered Post.
4. Any Legal disputes that may arise during the period shall be subject to the jurisdiction of Civil Court Jabalpur (M.P.).

1. ELIGIBILITY CRITERIA:

(Proof / Supporting document to be enclosed in support of eligibility criteria mentioned below)

- (i) The bidder must be registered under any State or Central Government (Attach copy of registration) Act as mentioned below:
 - Indian Companies Act, 1956;
 - Indian Partnership Act, 1932 (Please give name of partners); or
 - Any other Act.
- (ii) The bidder shall be registered as a vendor with minimum of five libraries of nationally reputed organizations (e.g. NLU's, Central Universities, IITs, IIMs, NITs etc.). The bidder must furnish a letter from the competent authority of each of the organizations stating that bidder's firm is authorized and registered with their organization to supply books for the library. Furthermore, please provide contact details/email of the Librarian, which shall be utilized for the verification purpose. (The Supplier to the National Law Universities will be preferred.)
- (iii) The bidder must produce at least one copy of the latest purchase order from each client of the libraries and also satisfactory certificates from each client. (The Supplier of the National Law University will be preferred.)
- (iv) The bidder must be a member of GOC (Goods Office Committee) / FPBAI (Federation of Publishers' and Booksellers' Associations in India) or any other national association of booksellers and the proof of the same has to be enclosed.
- (v) The selected bidders should submit a refundable security deposit of Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of demand draft ("DD"). The security deposit will be refunded only after two months from the expiry of empanelment period without any interest. The same amount may be forfeited in case of incorrect information provided by the vendor/ violation of any terms and conditions.
- (vi) The bidders may be having an account with the foreign reputed law publishers for importing books directly through them and the Proof of the same has to be enclosed.
- (vii) The bidder must be a distributor/dealer of the foreign publishers like Lexis Nexis, Sage, Oxford, Routledge, Thomsons & Reuters, Sweet & Maxwell, Springer, Wiley, Cambridge, Pearson, MGH etc and the Proof of this has to be enclosed.
- (viii) The bidder shall have an average annual turnover of the firm of Rs. 1 crore for the last three consecutive years. Copy of P & L Accounts, Balance Sheets duly certified by the Chartered Accountant should be

submitted in Support of this along with ITRs of the above financial years.

- (ix) The bidder should not be blacklisted by any Central/ State/ Public Department.

2. NOTIFICATION OF EMPANELMENT:

DNLU, Jabalpur will notify the eligible bidders for empanelment to supply the books based on the above mentioned criteria by registered letter/email id /University's website.

3. SCOPE OF WORK:

a) Enquiry on the availability of books:

1. The Library will place an enquiry with all the empaneled vendors for the required titles, by email.
2. Within four (04) days of receipt of the email, all the empanelled Vendors should send their quotation (Price & Discount percentage) through email.
3. After receiving the quotation Library/Book & Journal Purchase Committee will prepare a comparative chart for each title.
4. The quoted price should remain valid for a period of 120 days from the date of response. In case your offer has a different validity period that should be clearly mentioned in the quotation.

b) Order Process:

1. As per the recommendation in comparative chart, the Purchase Order ("PO") will be sent to the empaneled vendor through email.
2. Book supply must be made strictly against the purchase order.
3. The vendor should acknowledge the receipt of purchase order preferably by email, which is taken as an acceptance of the purchase order.
4. Any clarification/query regarding the purchase order should be sought from the library within three (03) business days of receipt of the order.
5. Vendor should send the supply position/ status of the books within seven (07) days from the date of the purchase order, else the order should be treated as cancelled and transferred to another vendor.

c) Supply:

Consignment and Mode of Dispatch of books should be sent to the address mentioned below:

"LIBRARY, DHARMASHASTRA NATIONAL LAW UNIVERSITY, BRBRAITT CAMPUS, RIDGE ROAD, JABALPUR-482001(M.P.) ", by Speed Post Parcel/Registered Parcel/Courier. The charges will be borne by the supplier.

Books sent via V.P.P. will not be accepted. The supply should be free of freight charges. Every supply should be accompanied by a delivery challan /bill, clearly bearing the details of the items and titles in supply, their quantity, and price.

d) Time frame for Supply, and Cancellations:

- (i) The Vendor/Supplier shall supply the books exactly as per order placed by Dharmashastra National Law University, Jabalpur within 20 days for Indian Publications and 50 days for foreign publications from the date of receipt of the order.
- (ii) In case of delay in delivery of books due to Out of Print (OUP) or Print on Demand (POD), the vendor shall inform and seek permission from the Librarian for the supply. The vendor shall submit the proof from the publisher in support of OUP or POD title.
- (iii) Books must be in good condition. DNLU Jabalpur will not accept defective books. If supplied, the same has to be replaced within seven (07) days without any extra cost. Payment will be processed and made only after receipt of the entire lot of books. No interim or part payment will be made with respect to books short- delivered or defective books delivered.

e) Invoicing Procedure:

- (i) Invoice is to be submitted in triplicate.
- (ii) The invoice should contain the **Purchase Order Number and Date**. The items in the invoice should be in the order of the purchase order.
- (iii) One invoice should be raised against one purchase order only. Titles from different POs should not be combined and supplied in one invoice.
- (iv) The invoice should have following enclosures
 - A copy of the publisher's/distributor's invoice/copy of the printed catalogue of the order period, as price proof.
 - RBI currency conversion proof with date of billing.
 - Every price proof and currency conversion proof should contain seal and the authorized signature of the vendor.

f) Price Proof:

- I. The supplier should furnish the price proof of the books. In case of any price manipulation when detected at any stage, the supplier shall be responsible for the same and the excess amount charged shall be refunded to the Institute in one installment.

- II. In support of Price proof, the vendor should provide a copy of the Procurement Invoice from the Publishers and Publisher's Price List.
- III. Every price proof and currency conversion proof should contain the seal and the authorized signature of the vendor.
- IV. A price certificate is required to be incorporated in each and every bill stating that the price charged in this Invoice/Bill is /are the correct catalogue price to the publisher's/Authorized distributor's price. The books supplied are not remaindered titles. In case there is special price offers by the publishers, the same should be communicated to the Library and billed accordingly

g) Currency Exchange Rate:

- I. In case of foreign publications, the original prices in foreign currency shall be mentioned in the invoice along with the Indian prices (INR) charged in accordance with the approved rate of exchange.
- II. RBI conversion rates as applicable on the date of the invoice should only be followed and clearly indicated on the invoice.

Terms and Conditions for Empanelment of Books Suppliers / Vendors At Dharmashastra National Law University, Jabalpur (M.P.)

1. Any book supplier found blacklisted by any Centre/State/Public Department within a period of last three years would not be entertained by the Dharmashastra National Law University, Jabalpur.
2. The University shall reserve all the rights to set appropriate parameters for evaluating the applications for completing the entire process of empanelment of vendor/supplier.
3. The Vendor/Supplier shall supply the paperback volumes until specific instructions otherwise are given.
4. The Vendor/Supplier will ensure and provide the latest edition of the books available.
5. Foreign edition of the books will be supplied only if the books do not have an Indian edition.
6. Return of damaged books: Books found with wrong pages/ damaged condition/ old edition other than the latest editions will have to be replaced by the supplier even after they have been stamped for accessioning. The replacement should be made by the supplier at their own cost within 07 days.
7. **Penalty:** Timely supply of books forms the crucial part of the order and therefore, supply of books beyond the stipulated date of delivery (including extension granted, if any) may result an imposition of 1% penalty for each week of delay with maximum of 5% penalty on the ordered values of books which are not supplied within the stipulated period as mentioned in terms and conditions. The same shall be deducted from bills/security deposit. If the supply is delayed due to reasons beyond the control of Vendor (viz. book out of Print / out of stock / delay from publisher end / overseas transportation issues) no penalty would be imposed.
8. The Agreement shall come into effect from the day it is signed by the competent authorities of Vendor/Supplier & Dharmashastra National Law University, Jabalpur and shall remain valid for a period of **one year**.
9. The University will place purchase orders with the empanelled vendor(s) offering the lowest price and/or the highest discount, as applicable, for the available latest edition.
10. If two or more empanelled vendors offer the same discount and/or the lowest price, an approximate equal distribution of the purchase order(s) will be made among them.
11. The decision of Dharmashastra National Law University, Jabalpur in all the matters of empanelment of Vendors and procurement of books shall be final.

12.No oral communication will be entertained by the library of Dharmashastra National Law University, Jabalpur. All communications should be in writing through email at library@mpdnlmu.ac.in. In special cases, the bidder can request a slot for the virtual meeting. The Link, time and date of meeting will be informed by the Library Committee to the vendor through email.

Annexure I

APPLICATION FORM FOR ENROLMENT AS VENDOR FOR THE SUPPLY OF PRINT BOOK(S) TO THE DHARMASHASTRA NATIONAL LAW UNIVERSITY, JABALPUR (M.P.)

A. APPLICATION FORM:

Sl. No.	Details	Details and Supporting Annexure Number
1.	Name of the Firm (Please attach Registration Certificate)	
2.	Postal Address of the Firm a. Telephone Number b. Mobile Number c. Fax Numbers d. Email addresses e. Website, if any:	
3.	Kind of Proprietorship a. Name and address of Directors / Managing Directors / Proprietor: b. If partnership, name and address of partners:	
4.	Are you a member of GOC (Good Office Committee) / FPBAI (Federation of Publisher's and Bookseller's Association in India) or any other national association of booksellers	
5.	Are you a distributor / dealer / stockist / exclusive or preferred agent of any publisher? If so, please attach copies of the authority letters issued by the publishers along with details of your distributorship / dealership / stockist / exclusive or preferred agency	
6.	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.	

7.	<p>Banker's details (A certificate issued by the banker may be attached)</p> <ol style="list-style-type: none"> a. Bankers Name b. Address c. Bank Account No. d. Name of the Account Holder e. Date of the opening f. RTGS g. NEFT NO. 	
8.	<p>Details of at least Five Empanelment letter of competent authority of nationally reputed Organizations (e.g. NLU's, IIT's, IISc., NIT's, IIM's, Central Universities) stating that firm is authorized and registered with their organization to supply books for the library</p>	
9.	<p>Details of at least one copy of the latest purchase order from each nationally reputed clients</p>	
10.	<p>Five latest satisfactory certificates from each nationally reputed clients</p>	
11.	<p>Please attach minimum five (05) references of the libraries of nationally reputed Organizations with whom you are already registered</p>	
12.	<p>Please provide the annual turnover of the firm for the last three consecutive years with documentary evidence</p>	
13.	<p>Do you have an account with the foreign reputed publishers for importing books directly through them (Please Attach documentary proof)</p>	
14.	<p>Authorization letter from respective publishers to supply/deal with Lexis Nexis, Sage, Oxford, Routledge, Thomsons & Reuters, Sweet & Maxwell, Springer, Wiley, Cambridge, Pearson, MGH etc</p>	
15.	<p>Details of legal dispute(s) with client(s), if any. (Yes/No). If yes, please provide the details litigations history.</p>	
16.	<p>Whether, the terms and condition given in vendor empanelment process are acceptable: Yes or No</p>	

17.	List of Clients	
------------	-----------------	--

Annexure II

Declaration

- I / We..... (Names of proprietor(s) / partners or shareholders) hereby declare that the information provided in this application are true to the best of my/our knowledge and that I/we shall be bound by the acts of duly constituted attorney. If any information provided by us is found incorrect, wrong or misleading, Dharmashastra National Law University, Jabalpur is authorized to blacklist our firm/company/agency and debar us in participating in any type of tender/bid in future.
- I / We also hereby declare that all matters related to Dharmashastra National Law University, Jabalpur shall be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority of Dharmashastra National Law University, Jabalpur (M.P)
- Mr. whose signatures are appearing below, is / are the authorized representative(s) of the firm.
- 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 empanelled, the firm will serve the University for a minimum period of one year.
- I / We have read and understood all the “Terms and conditions” of Library, Dharmashastra National Law University, Jabalpur, as mentioned in this document and consciously agree to abide by them.
- If selected for empanelment, I/we agree to furnish a refundable security deposit of Rs. 50,000/- as performance guarantee deposit, at the time of personal interaction.
- I hereby certify that the above firm is neither blacklisted by any Centre/State/Public Department nor any criminal case is registered/pending against the firm or its owner/partners anywhere in India.

Signature of Partners /
Proprietors:

Place:

Date (with Firm's stamp):

Annexure II is to be executed on non-judicial stamp paper of Rs. 100/- which shall be submitted along with application form.

Note:

- Please note that bidders are required to download the complete vendor empanelment brochure from the University's website. After downloading the brochure, they must mark their name, signature, and stamp on each page of the document. This will ensure that the vendor's identity is clearly established and acknowledged throughout the entire brochure.