

# **HIDAYATULLAH NATIONAL LAW UNIVERSITY,**

## **RAIPUR (CHHATTISGARH)**



**NIT/HNLU/17638/2017 DTD.27.09.2017**

### **Tender for supply of Books/Journals/E-journals/CDs/DVDs & Audio Visual Materials for the University Library.**

**Last date for issue of tender forms- 28.10.2017, 5.00 p.m.**

**Last date for submission of duly filled tender forms- 28.10.2017, 5.00 p.m.**

**Date & Timing for opening of technical bid- 31.10.2017, 11.00 a.m.**

**Place: Board Room, Hidayatullah National Law University, Raipur (C.G.)**

**Price of Tender Form- Rs. 5000/- (Five thousand only)**

**Total pages-11**

Note: Bidder is required to sign each and every page of tender form.

# ***Hidayatullah National Law University***

***Naya Raipur (C.G.) 492002***

***Phone: 0771-3057604, 3057605***

***Email: registrar@hnl.u.ac.in    www.hnl.u.ac.in***

## **TENDER NOTICE**

1. The, Registrar, Hidayatullah National Law University (HNLU), Naya Raipur invites sealed tenders through advertised open tender enquiry for supply of Books,/Journals,/E-Journals,/CDs/DVDs and Audio Visual Material suppliers at HNLU, Naya Raipur for the year **2017 -2018** from reputed book sellers/agencies registered with national/state federation Regular member of Goods Office Committee (GOC) or any other recognized national body with at least 05 years experience of supplying books to Central/State Universities/ National Law Universities /Research Institution/specially in law books and other study material mentioned earlier.
2. The offers may be submitted in TWO-BID SYSTEM (Separate Technical Bid and Financial/Price Bid), from the reputed and experienced firms/agencies/companies having qualified certificates and experience in this field for a minimum period of 05 years along with the institutional/organizational performance report.
3. The tender form and detailed specifications, terms and conditions for the supply of books and journals can be obtained from our website [www.hnl.u.ac.in](http://www.hnl.u.ac.in) and the tender form at the time of submission should be attached with a demand draft of Rs. 5000/- (Rs. Five Thousand only ) (non-refundable) drawn in favour of Registrar, Hidayatullah National Law University, Raipur. Tender forms can also be obtained in person by paying Rs.5000/- (Rs. Five Thousand only) (non-refundable) on any working day between 11.00 a.m. to 4.30 p.m.
4. The tenderers will have to deposit the earnest money of Rs. 10,00,000/- (Rs. Ten Lakh only) through demand draft drawn in favour of Registrar, Hidayatullah National Law University, Raipur.
5. The tenderer or his authorized representative has to sign on every page of bid document with seal of firm/ agency.
6. The Hon'ble Vice-Chancellor of HNLU Raipur reserves the rights to amend or withdraw any of the terms and conditions obtained in the tender document or to reject any or all the tenders in whole or in part without giving any notice or assigning any reasons and not bound to expect the lowest tender. The decision of the Hon'ble Vice-Chancellor of HNLU in this regard shall be final and binding on all.

**Supply of Books/Journals/CD/DVD/and Audio Visual Materials at HNLU, Raipur.**

**SCOPE OF WORKS, TERMS & CONDITIONS AND IMPORTANT INSTRUCTIONS FOR TENDERERS.**

1. The tender have been invited under **two bid system i. e. Technical Bid and Financial Bid**. The interested companies/agencies/firms are advised to submit two separate sealed envelopes super scribing **“Technical Bid for supply of Books/Journals/CD/DVD/ and Audio Visual Material at HNLU, Raipur; and “Financial Bid for Books/Journals/CD/DVD/ and Audio Visual Materials at HNLU, Raipur;.** Both the sealed envelopes should be kept in a third envelop super scribing **“Tender for supply of Books/Journals/CD/DVD/ and Audio Visual Materials at HNLU, Raipur”.**
2. **The Technical Bids are to be opened at the first instance** and evaluated by the Tender Committee of HNLU. At the second stage, **Financial Bid of only technically qualified Tenders will be opened** for further evaluation and ranking before awarding the tender.
3. **The Technical Bid** will be consisting of technical services details, performance report from the organization, experience certificate, tax registration details ( PAN/GST/TIN, etc.) firm registration details, Income Tax returns, turnover details, etc. along with commercial terms and conditions. The **Financial bid** will indicate the item-wise price for the items mentioned in the technical bid.
4. The Earnest Money Deposit (EMD) of Rs. 10,00,000/- (Rupees Ten Lakhs only) should be necessarily accompanied with the Technical Bid of the Agency in form of Demand Draft drawn in favour of **‘Registrar, Hidayatullah National Law University, Raipur** and should be kept in a **sealed separate cover super scribing E.M.D. Tender received without EMD or EMD for less amount will be summarily rejected.** The submission of EMD is compulsory for all the tenderers and no exemption will be granted for submission of EMD in any case.
5. The EMD in respect of the companies/agencies/firms, who do not qualify the Technical Bid (First Stage)/Financial Bid ( second Competitive Stage) shall be returned to them without any interest after finalization of tender.
6. The Tendering firms/agencies are required to enclose attested photocopies of following document, failing to which their bids will be summarily/out-rightly rejected and will not be considered any further.
  - (a) Registration certificate as per existing norms:
  - (b) Copy of GST/TIN Registration Certificates
  - (c) Copy of PAN/GIR Card

- (d) Copy of Income Tax Return filed by the firm/agency/company for last three financial years.
- (e) Testimonials of work done with other National Law Universities showing the time period.

7. The Tender should be signed by the authorized person and his full name and status should be below his signature along-with the official stamp of the firm.

8. All entries in the tender form should be legible and filled clearly. “If the space for furnishing information is not sufficient, a separate sheet dully signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the financial bid form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the technical bid application must be initiated by the person authorized to sign the tender bids.

9. The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will be treated as disqualification.

10. Tenders will be considered for the items for which rates have been quoted strictly according to the specification of the Books/Journals. If the specification not suited for the firm/s item then the rates should not be quoted and if found false at later stages, the agency has to forfeit the EMD

11. The renderer will be bound by the details furnished by him/her to HNLU, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage. If would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.

12. No bidders will be allowed to withdraw after submission of bids/opening of the tender; otherwise the EMD submitted by the firm would be forfeited.

13. The rates should be quoted in Indian Rupees only in words as well as in figures.

14. Tenders should be addressed to the “**Registrar, Hidayatullah National Law University, Naya Raipur-492002 (C.G.)** and must reach by the last date mentioned in the tender notice. All the Tenders should be sent by Registered/ Speed Post. Tenders may also be hand delivered to the Registrar, HNLU, Naya Raipur.

15. Tender received after due date and time will be rejected.

16. The technical bid of the tender shall be opened on scheduled date and time in the Board Room, HNLU Raipur in the presence of the authorized representatives of the tenderers who wish to be present at that time. The tenderers whose technical bids are accepted /qualified will be informed about the date and time of opening of financial bids.

17. All taxes and duties levied will be paid by the bidder only.

## **Terms and conditions for supply of books and journals.**

### **Billing:**

1. Supplier has to submit the bill in triplicate quoting our order number and date.
2. The following certificate be recorded on the bill:
  - (a) A certificate that authorized publisher's prices have been charged.
  - (b) Latest editions have been supplied and these are not remainder titles.
  - (c) Record your PAN number.
3. The bill should be accompanied with:
  - (a) In the case of publications belonging to low/no discount, a certificate to this effect.
  - (b) Price Proof for those books on which prices have not been printed and every price proof should contain seal and signature of the vendors.
4. Serial number given in our order list should be mentioned against each item in the bill and in all your further correspondence.
5. In the case of foreign publication, the original prices in the foreign currency shall be mentioned in the bill along with the Rupees prices charged in accordance with the approved rate of exchange.
6. Only one copy should be supplied unless stated otherwise.
7. The Foreign Books available in dual currencies should be billed in the currency by which converted cost is the lowest in Indian rupees.
8. One bill shall cover books pertaining to one order only.

### **Delivery:**

1. The vendor has to execute all the supplies within stipulated time (45 days in case of foreign books and journals and 25 days in case of Indian books) from the date of issue of purchase order. However it may be noted that at times the vendor will have to deliver the books against instant order.
  2. If more time is required, vendor has to inform to the authority timely. If no communication is received from the vendor the supply order will be automatically stand cancelled.
  3. The publications which cannot be supplied at our approved rates and terms should be referred to us for our approval for the higher rates otherwise the books will be accepted at the Library approved rates. In case of no discount or less discount from the publisher the vendor has to submit the certificate showing the same otherwise we will treat at the approved rate.
  4. Low price edition shall be supplied unless and until specified.
  5. Current edition older than ten years are to be supplied only after obtaining confirmation from the library.
  6. Please note that Indian edition of books available in the market should be supplied even if foreign editions is mentioned in our order unless otherwise specified.
  7. No banned book(s) should be supplied and if any such book is supplied it would be forfeited.
  8. In case of delay in supply, obtain our approval in writing specifying the reasons for delay.
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9. In case the cost of an individual ordered book exceeds Rs. 10,000 (Ten Thousand only) the same be referred back immediately for our confirmation.
10. Damaged/defective copies shall not be accepted and will be returned at dealers cost. Defective copy, if supplied, will be returned even stamped, accessioned after any length of time when detected.
11. The Books/Journals shall have to be supplied at the premises of consignee i. e. F.O.R. at HNLU, Raipur as per terms and conditions contained in the HNLU Supply Order. No other changes such as Octroi, Packing, Forwarding, Freight, Insurance, Loading and Unloading, Clearance and Installation, Entry Tax, Demo. etc. will be allowed. All these are to be borne by the tenderer only.
12. GST will be applicable, as per rules.

**General terms and condition:**

1. The vendor must be a book distributor of foreign publishers like Sweet & Maxwell, LexisNexis, Cambridge University Press, Oxford University Press, Kluwer Law International, Taylor & Francis, Springer, Sage Publications, Hart Publishing & Ashgate & Gower and the certificate of the publishers must be attached as a proof.
2. The vendor must have membership of federation of publishers & book sellers association.
3. The vendor must submit satisfactory banker's report regarding tenderers financial capability for doing business worth Rs. 03 Crores (Rupees Three Crores only) in one year. Audit report of CA for last 3 years should be attached.
4. The vendor shall provide a list of institutions where he is supplying books/journals)
5. Certificate regarding successful supply of order through the institution where books have been supplied by the vendor.
6. Supply of Indian reprints if available of foreign titles shall have to be made. Shrinking supply of books (particularly text books) otherwise available in market shall be deemed as non-compliance and non- cooperation on the part of the supplier which shall deprive the supplier from further orders.
7. The officers of HNLU or their representatives may inspect the Books/Journals before supply.
8. Quantity of the Books/Journals is subject to the increase or decrease at the discretion of Consignee Authority, without assigning any reason.
9. Payment against Bill/Invoice shall be released only after complete supply of all books/journals as per supply order. No interest will be payable on the delayed supply of the Books/Journals. Payment will be made direct to the supplier through Demand Draft/Cheque. No request for other mode of payment will be entertained. **No advance payment will be made in any case.**
10. It will be responsibility of the bidder to supply all the books/journals of the supply order within stipulated time frame, otherwise, the HNLU will impose penalty.
11. Contract can be terminated at any time by the Hon'ble Vice Chancellor in case the services are not found satisfactory.
12. If any discrepancy is found in the consignment, the cost of demurrage would be borne by you.
13. Books on approval may not be sent but information brochures about new publication are welcome. For books sent on approval library owns no administrative and financial responsibility.
14. In case you are unable to meet 70% of supply of our ordered books you cease to have preference for future order.

15. The Hon'ble Vice-Chancellor, HNLU, Raipur reserves the right to accept/reject any or all the tenders in whole, or in part without assigning any reason whatsoever and is not bound to accept the lowest tender.
16. The Hon'ble Vice-Chancellor, HNLU, Raipur reserves the right to award the tender to more than one tenderer.
17. The Hon'ble Vice-Chancellor, HNLU, Raipur reserves the right to relax/ withdraw any of the terms and conditions mentioned above so as to overcome any problem encountered by the contracting parties.
18. Discount offered shall be applicable to both Indian as well as foreign publication (s) / Edition (s)
19. Period of contract may be extended further, on yearly basis, on mutual consent, with same terms and conditions. Provided further that in any case the validity of tender including the period of extension shall not exceed three (03) years.
20. While the purchase and the supplier shall make every effort to resolve amicably by direct informal negotiation, even then in any disagreement or dispute arising between them under or in connection with the contract shall be settled under the Court of Law within its jurisdiction at Raipur (Chhattisgarh). The resultant contract will be interpreted under Indian Laws.
21. HNLU Raipur reserves the right to purchase books essential for the library from any vendor in case the bidder is not in position to provide the same on the request/order of the university.

Registrar(I/C),  
HNLU

I /We am/are ready to supply the books and journals on terms and conditions given above. Kindly include me/us in your panel for the same.

Date:

Signature of the applicant/supplier

Place:

Name and address

**Proforma For Technical Bid**

1.	Name of the Vendor	
2.	Complete Postal Address with Tel. No. Fax. No. E-mail Attach Address proof.  (Mention enclosure number)	
3.	Name of the Proprietor/Partners/ Directors of the firm/ agency	
4.	Tenderer's bank, its address and his current account number (Pl. attach copies of the relevant documents/certificates) (Mention enclosure number)	
5.	Registration and incorporation particulars of firm (Pl. attach copies of the relevant documents/certificates) (Mention enclosure number)	
6.	Satisfactory annual turnover of the firm for the last three consecutive years with documentary evidence. Audit report of CA for last 3 years should be attached. (Mention enclosure number).	



7.	CST/VAT/Excise Duty, etc. registration details(Pl. attach copies of the relevant documents/certificates) (Mention enclosure number)	
8.	PAN (Permanent Accountant Number Allotted by the Income Tax Department. Enclose Copy. (Mention enclosure number)	
9.	Enclose details of your valid registration with Good Office Committee (GOC) Federation of Publishers' and Booksellers' Association of India (FPBAI) Any Other State/National Association (s) of books suppliers. ( Mention enclosure number)	
10.	Subscription agent number.(Applicable for supply of Journals only)	
11.	Latest Certificate of working as distributor from the Foreign Publishers like Sweet & Maxwell, Lexis Nexis, Cambridge University Press, Oxford University Press, Kluwer Law International , Taylor and Francis, Springer, Sage, Hart, Asgate & Grover, EE etc. (Mention enclosure number)	
12.	List of institution where books are being supplied.) Documentary proof is required to show the time period of association with the institution. (Mention enclosure number)	
13.	Certificate regarding successful supply of order through the institution. (Mention enclosure number)	

I/ We certify that the information furnished above is true and correct agree to abide by the terms and conditions as mentioned in the document.

Date:

Authorised Signature of the Bidder with seal

Full Name

## Earnest Money Deposit (E.M.D.)

Annexure –III

Name of Firm: .....

(Registration details of the firm,

Proof to be enclosed)

Address: .....

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To,

**The Resgistrar,**

**Hidayatullah National Law Universtiy**

**Post.- Uparwara,**

**Naya Raipur – 492002 (C.G)**

Sir,

I/we do hereby **tender for Supply of Book/ Journals/ CD/DVD/ and Audio Visual Material** as specified in the Tender Schedule and in accordance with the Details of Earnest Money:

Demand Draft No.....Dated.....Amount.....

I/ we hereby declare that I/we abide by the terms and conditions and rules & regulations of HNLU laid down in the said tender document and quote the rates accordingly.

Dated.....

Authorised Signature of the Bidder  
& Seal of the Firm

**PROFORMA FOR FINANCIAL BID**

**Annexure -IV**

Percentage of discount offered (To be mentioned in both Figures and Words).The discount offered should be quoted for latest edition only.

**The Financial bid is required to be submitted separately in a sealed cover.**

<b>S/N</b>	<b>Publications</b>	<b>Foreign Publication ( % of discount)</b>	<b>Indian Publication (% of discount)</b>
1	Books		
2	Journal (Bound Volume)		
3	E-books		
4	Govt. & Institutional Publication		
5	CD/DVD		

I/We hereby declare that I/We abide by the terms and conditions and rules & regulations of HNLU, laid down in the said tender document and quote the rates accordingly.

Date:

Authorised Signature of the Bidder with Seal

Full Name: