



MAHARASHTRA NATIONAL LAW UNIVERSITY MUMBAI

EXPRESSION OF INTEREST

FOR

VENDOR EMPANELMENT FOR SUPPLY OF BOOKS

Maharashtra National Law University Mumbai invites expression of interest for “Empanelment of Vendors for the Supply of Books” on prescribed format from reputed vendor(s)/supplier(s)/distributor(s).

Interested vendor(s)/supplier(s)/agent(s)/distributor(s) may respond in the prescribed format (Annexure A) with all required documents to “The Registrar, Maharashtra National Law University Mumbai, Post Box no 8401, Powai Mumbai” during working hours on or before 30.12.2019.

Instructions and Terms & Conditions for vendors(s)/suppliers(s)/distributor(s), are as follow:

Instructions

Vendor(s)/supplier(s)/distributor(s) should submit their response in the prescribed format, in sealed envelope super scribing – **Expression of Interest for Empanelment for the Supply of Books to, MNLU Mumbai**”.

The response should be signed by an authorized signatory of the vendor(s) bearing his/her full name and status, clearly indicated below the signature along with the official seal of the firm.

Incomplete and conditional responses will not be considered.

At any given point of time, if any of the documents furnished by the vendor(s)/supplier(s) is found to be false, it would be deemed to be a breach of terms of contract making the concerned firm liable for legal action, besides termination of empanelment.

Responses received after the deadline will not be considered.

The responses will be scrutinized and shortlisted by a Committee duly constituted by the Competent Authority of the University. The shortlisted vendor(s)/supplier(s) will then be required to be present at the University for personal interaction on a date, which will be informed by Email.

The short-listed vendor(s)/distributor(s)/supplier(s), at the time of personal interaction, are required to; agree to supply books as per the University’s “Terms & Conditions for Supply of Books” as stipulated here.

This empanelment will be valid initially for **two years** and may be extended upto **5 years**, but one year at a time depending upon satisfactory performance of the empanelled vendor(s)/supplier(s)/agent(s)/distributor(s), at the sole discretion of the University.

Check List of enclosures:

1.	Proof of your membership in any of the following associations: (i) Good Offices Committee (GOC) (ii) Federation of Publishers' and Booksellers' Association of India (FPBAI) (iii) Any other State / National Association(s) of books suppliers
2.	Copies of the authority letters issued by the publishers along with details of your distributorship / dealership / stockiest / exclusive or preferred agent(s).
3.	Copy of PAN Card of firm / owner / partners
4.	One copy each of Income Tax returns of last three consecutive years.
5.	Details of your firm's Sales Tax Registration Number (Copy of GST, CST Certificate).
6.	Minimum six (03) references of the Libraries of reputed Universitys/Organizations with whom you are already registered such as Universitys of National Importance, Government established Research Laboratories (e.g. IITs, IISc., NITs, IIMs, CSIR Labs, ICMR etc.).
7.	Details of the annual turnover of the firm for the last three consecutive years with documentary evidence.
8.	Affidavit on a non-judicial stamp paper of Rs. 50/- of not having black-listed for minimum three (03) years by any of the University or Universities or Government organizations in India.

Empanelment for supply of books will be governed by the following “Terms and Conditions”

General

- (i) The Vice Chancellor MNLU Mumbai reserves the right to approve or reject any or all the vendors, whose decision will be final in all cases in respect of acceptance/rejection/arbitration.
- (ii) Library, MNLU Mumbai reserves the right to add and/or drop any vendor to/from its empanelled list, and/or to place purchase order(s) with any vendor(s) at any time, with the approval of Competent Authority.

Pre-Order enquiry

The Library will send a “Pre-order Inquiry” by Email which will consist of all the required details to be provided , to all the empaneled vendors, for the required list of books.

The empanelled vendors have to respond with the details inquired for, within three (03) working days from the date of receipt of the “Pre-order Inquiry”, by Email only.

All the details inquired for must be provided. If any field is left blank, the response will not be considered.

Purchase Order

Purchase Order will be issued by Library with all the Terms & Conditions mentioned in it.

The Purchase Orders will be issued to selected vendors based on the criteria decided by Library.

Supply of books has to be made strictly against the purchase orders only. Vendors need to strictly adhere to these Terms & Conditions in Purchase Orders.

Sending an acknowledgment of the receipt of purchase order, which is taken as an acceptance of the purchase order, is mandatory, by Email only

Supply Time

The turnaround time committed by the vendor at the time of pre-order inquiry is considered in the first place. Otherwise, 5-6 weeks and 10-15 days for Foreign & Indian publications respectively is the set, general maximum time-frame for meeting the supply.

If the requested title(s) is "Out of Print" (OOP), "Out of Stock" (OOS) or "Print on Demand" (POD), sufficient valid supporting documentary proof should accompany with the request letter for extension of time.

In case of titles that are not supplied, a certificate of non-availability of those titles in the market from the publisher/publisher's distributor/stockiest should be furnished within the due date of supply.

In case there is a delay that is foreseen in supply, the concerned empanelled vendor should send a request for extension of time with reasons and proof for delay in supply, at least, five (05) working days before due date of supply. Competent Authorities decision would be final to provide extension or cancel the order.

If the provided reason for delay is justified with adequate proof e.g., communication from publisher/publisher's distributor or stockiest, the Library may consider extension of time as may deem fit.

The supply should be free of freight charges.

Supply must be made either by Postal Services or Courier Service only.

Every supply should be accompanied by a delivery challan, clearly bearing the details of the items and titles in supply and their quantity.

Single invoice (3 copies) should be sent for one Purchase Order once the order is completed. Multiple invoices for single Purchase Order will not be accepted. Additionally, the titles in invoice should be according to the serial no's in Purchase Order.

Condition for cancellation of released Purchase Order

If the empanelled vendor(s) to whom the order has been placed, fails to supply the entire order or any part of the order thereof, within the stipulated time without sending any written communication and proof to the Library regarding delay or his inability to supply the ordered title(s), then the order will stand cancelled and the University reserves the right to drop the vendor from its empanelled list after providing him one opportunity to represent his case.

The decision of accepting supply of cancelled titles is at the sole discretion of the Library and the decision of the Competent Authority shall be final in this regard.

Edition Specifications

- Latest editions of books must be supplied;
- By default, paperback editions of books should be supplied (unless specified);
- By default, Indian editions of books should be supplied; and

In case of unavailability of paperback and Indian editions, clarification/permission should be sought, preferably by Email, from the Library, regarding supply of the available editions in lieu of the default.

Discount

Flat 25% discount should be provided by vendors for all Indian and Foreign publications. Vendor can offer additional discount at their discretion. But not in any case provided discount should be less than 25%.

In case for any title if vendor is unable to provide minimum of 25% of discount for any title, they should specify the same in their quotation. Decision of the Competent Authority shall be final in this regard whether to accept less discount offered by vendor.

For Government Publications discount may be applicable.

Invoicing Procedure and Conversion Rate

The Invoice should bear the firm's IT PAN.

Pre-receipted invoice(s)/bill(s) are to be submitted in triplicate (3 copies).

A revenue stamp should be affixed on the original bill and should be signed by authorized signatory.

Invoice should be raised in favour of The Registrar, Maharashtra National Law University Mumbai

One invoice should be raised against one purchase order (P. O.) only and as per serial no's in Purchase Order. Titles from different P.O.s should not be combined and supplied under one invoice.

The prices in the invoice should be indicated in original currencies.

If there is increase in quoted price, then the price proof of the same should be attached along with invoice. Decision of competent authority will be final to accept or reject the increase in quote price.

Rate of exchange should be as applicable on the **date of Purchase order** only and should also be clearly indicated on the invoice.

Every invoice should certify the following:

The prices charged in this invoice are the actual, current publisher's prices as billed to us; and are true and correct.

The prices charged are as per the publisher's invoice

The latest editions have been supplied, and they are not remaindered titles.

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/CDs shall be replaced free of cost, at the destination of supply.

Defective Items & Reverse Pickup: Reverse pick-up of the defective items is the responsibility of the vendor(s) and the charges are to be borne by the vendors(s) only. Reverse pick-up of the defective items must be arranged for, within 30 days of receiving intimation from Library.

Mandatory enclosures with Invoice

A copy of publisher's/distributor's invoice/copy of printed catalogue of the order period, as a price proof.

A currency conversion proof with date.

Every price proof and currency conversion proof should contain seal and authorized signature of the vendor.

Termination of Empanelment

The University shall be at liberty to terminate the empanelment of an empanelled vendor(s)/supplier(s) without any prior notice and drop the said firm from its panel in case of occurrence of any of the following events:

In case of breach of any terms of agreement, or unsatisfactory / inefficient working on the part of the vendor.

If the vendor fails to deliver at least 75% of the supply (in terms of number of titles ordered) during a year.

If at any time, found that the information provided by the empanelled vendor in any form about publications, services and related matters are incorrect and result in losses in any form to the University.

The University shall also reserve the right to claim the amount of loss incurred by the University, based on the available invoices submitted by that empanelled vendor(s)/supplier(s).

The University reserves the right to change or modify or amend or substitute any clause(s) in the "Terms and Conditions", if required, at any time.

All disputes and differences arising out or concerning the work shall be subject to the sole arbitration of Vice Chancellor, MNLU Mumbai or his nominee. The decision of the arbitration shall be final & binding on both the parties. The empanelment will be interpreted under Indian Laws and disputes adjustable within the jurisdiction of court of law.

RESPONSE FORM FOR EMPANELMENT OF VENDORS FOR SUPPLY OF BOOKS TO LIBRARY, MNLU MUMBAI

***PLEASE READ THE "TERMS AND CONDITIONS" CAREFULLY BEFORE FILLING THE FORM**

(Strike off whichever is not applicable)

1. Name of the Firm:

2. Address(es) of Head Office & Branches with telephone numbers, fax numbers, Email addresses, and website, if any:

3 Kind of Proprietorship

i. Name and address of Directors / Managing Directors / Proprietor:

ii. If partnership, name and address of partners:

Authorized Signature of Vendor/Supplier/Distributor with Date and Stamp

Check list of enclosures

1.	Proof of your membership in any of the following associations: (i) Good Offices Committee (GOC) (ii) Federation of Publishers' and Booksellers' Association of India (FPBAI) (iii) Any other State / National Association(s) of books suppliers
2.	Copies of the authority letters issued by the publishers along with details of your distributorship / dealership / stockiest / exclusive or preferred agent(s).
3.	Copy of PAN Card of firm / owner / partners
4.	One copy each of Income Tax returns of last three consecutive years.
5.	Details of your firm's Sales Tax Registration Number (Copy of GST, CST Certificate).
6.	Minimum six (03) references of the Libraries of reputed Universitys/Organizations with whom you are already registered such as Universitys of National Importance, Government established Research Laboratories (e.g. IITs, IISc., NITs, IIMs, CSIR Labs, ICMR etc.).
7.	Details of the annual turnover of the firm for the last three consecutive years with documentary evidence.
8.	Affidavit on a non-judicial stamp paper of Rs. 50/- of not having black-listed for minimum three (03) years by any of the University or Universities or Government organizations in India.

DECLARATION

1. I/We _____,
(Names of proprietor(s)/partners or shareholders) 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.

2. I/We also hereby declare that all matters related to Maharashtra National Law University Mumbai shall be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority of MNLU Mumbai.

3. Mr. _____,
whose signatures are appearing below, is/are the authorized representative(s) of the firm.

4. 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.

5. I/We assure that if empanelled, the firm will serve the Library, MNLU Mumbai for a minimum period of two years.

6. I/We have read and understood all the “**Terms and Conditions**” of Vendor Empanelment Agreement, as mentioned in this document and consciously agree to abide by them.

Signature of Partners / Proprietors :

Place :

Signature of authorized representative of the firm with stamp :

Date :

