



Maharashtra National Law University Mumbai

Expression of Interest

For

Empanelment of Vendors for Supply of Books to Library

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**MAHARASHTRA NATIONAL LAW UNIVERSITY MUMBAI**

Tiss Naoroji Campus, Deonar Farm Road

Tel – 022-2548 0042, Email: [nlumumbai@mnlumumbai.edu.in](mailto:nlumumbai@mnlumumbai.edu.in)



## **Empanelment of Vendors for Supply of Books to Library, MNLU Mumbai**

### **About University**

Maharashtra National Law University Mumbai (for short MNLU Mumbai) is the latest of the National Law Schools established in India. The Maharashtra National Law University Act 2014 was passed by Maharashtra State Legislature under the Maharashtra Act No. VI of 2014 on 20th March 2014. The Act envisages to establish and incorporate National Law Universities in the State for the development and advancement of legal education and for the purposes of imparting specialized and systematic instruction, training and research in systems of law and for the matters connected therewith or incidental thereto.

### **Objective**

The object of the university is to advance and disseminate learning and knowledge of law and legal processes and their role in national development, to develop in the students and research scholars, a sense of responsibility, to serve society in the field of law by developing skills in regard to advocacy, legal services, legislation, law reforms and the like; to organize lectures, seminars, symposia and conferences to promote efficient instruments of social development.

### **Curriculum**

The five year integrated B.A. LLB (Hons) Programme offered by the University currently is designed not only in accordance with the improved norms of the Bar Council of India but also integrated with the creative course modules evolved by the faculty; further, it embraces the best practices of premier centres of legal education.

### **Library**

MNLU Mumbai library strives to become the knowledge hub and centre for learning by disseminating information to its users, assisting in curriculum development and research activities to recreate and record knowledge. It aims to become high valued research library for its users, students, faculties.



## Empanelment of Vendors for Supply of Books to Library, MNLU Mumbai

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) complete with all required documents to "The Librarian, Maharashtra National Law University Mumbai, TISS Naoroji Campus, Deonar Farm Road, Deonar, Mumbai, Maharashtra" during working hours on or before 28.02.2017.

Instructions for vendors(s)/suppliers(s)/distributor(s), detailed terms and conditions, format of response, are as follow:

### Instructions:

1. Interested 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**.
2. 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.
3. Incomplete and conditional responses will not be considered.
4. 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 and forfeiture of security deposit.
5. Responses received after the deadline will not be considered.
6. No vendor/supplier/distributor will be allowed to withdraw after responding to the expression of interest.
7. The responses will be scrutinized and shortlisted by a Committee duly constituted by the Competent Authority of the Institute. The shortlisted vendor(s)/supplier(s) will then be required to be present at the Institute for personal interaction on a date and time, which will be informed by Email.
8. Empanelment will be made on the basis of personal interaction.
9. Initial empanelment will be for two years, which may extend on the basis of service and mutual consent.
10. For any clarification, please contact Mr. Pratap Chavan (email: [pratap@mnlumumbai.edu.in](mailto:pratap@mnlumumbai.edu.in) / Cell No: 7666367068)



## **“Terms and Conditions”**

### **1. Pre-order Inquiry**

- (i) The Library will send a “Pre-order Inquiry” by EMail, to all the empaneled vendors for the required list of books to know the following details:
  - (a.) Availability (In stock/procurable/whatever may be the availability condition)
  - (b.) Shipping time
  - (c.) Unit Price (in Original Currency)
  - (d.) Validity period of price information provided.
- (ii) The empanelled vendors have to respond with the details inquired for, within three working days from the date of receipt of the “Pre-order Inquiry”, by email only.
- (iii) Response time will be 24 hrs. Best & earliest offer will get precedence for supply order.

### **3. Order on Approval Basis**

- (i) Vendors are encouraged to send new books which may be useful to MNLU Library
- (ii) Library Committee will decide which books to be procured on an approval basis within 7 days of the receipt of books on approval’.

### **4. Purchase Orders**

- (i) The Library will place purchase orders with the empanelled vendor(s) only. Only books not available with any of the empanelled vendors will be procured from other available source.
- (ii) The purchase orders will be placed with the empanelled vendors based on the shortest turnaround time as committed by the vendor against the pre-order inquiry placed by the Library, also keeping in view their past performance and their links with the publishers and distributors, as finalised by Library.
- (iii) Supply of books has to be made strictly against the purchase orders only.
- (iv) Sending email acknowledgment of the receipt of purchase order, is mandatory.
- (v) Any clarification/query regarding the purchase order should be sought from the Library within Three (03) days of receipt of the order.

### **5. Time-frame for supply**

- (i) The turnaround time committed by the vendor at the time of pre-order inquiry is considered in the first place.
- (ii) 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.
- (iii) 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 three days of receipt of confirm order.
- (iv) 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, at the earliest, in any case before the due of supply.
- (v) The university will consider the request and may grant the extension, if feasible. Else, the order will stand terminate on the due date of supply.
- (vi) The supply should be free of freight charges.
- (vii) Supply must be made either by Postal Services or Courier Service only.
- (viii) Every supply should be accompanied by a delivery challan, clearly bearing the details of the items and titles in supply, their quantity and price.



## 5. Place of Supply

Books or items ordered should be supplied to the Library of the Maharashtra National Law University Mumbai.

## 6. Conditions for cancellations of the released purchase orders

- (i) 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 to the Library regarding delay or his inability to supply the ordered title(s), then the order will stand cancelled and the Institute reserves the right to drop the vendor from its empanelled list after providing him one opportunity to represent his case.
- (ii) The decision of accepting supply of cancelled titles is at the sole discretion of the Library.
- (iii) In case the vendor(s) regrets to supply the titles mentioned in the P.O. due to any reason, then the P.O. will be canceled and a fresh P.O. will be placed with the next available vendor(s). In such case, if there happens to be an increase in price mentioned by the next available vendor(s), the difference in price has to be borne by the vendor(s) with whom the P.O. was placed at the first instance. This difference of amount will be deducted from the available invoice(s) of the said vendor(s) or from the Security Deposit.

## 7. Edition specifications

- (i) Latest editions of books, unless specified otherwise, must be supplied;
- (ii) By default, paperback editions of books should be supplied;
- (iii) By default, Indian editions of books should be supplied; and
- (iv) 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.

## 8. Discount

Vendors should be ready to provide at least 25% discount on the catalogue price across the books ordered for vendors ready to provide higher cash discount/ free supplements and other incentives will be preferred, subject to the condition that time-line of supply is not compromised.

## 9. Invoicing procedure and Conversion Rates

- (i) The Invoice should bear the firm's IT PAN.
- (ii) Pre-receipted invoice(s)/bill(s) are to be submitted in triplicate (3 copies).
- (iii) A revenue stamp should be affixed on the original bill and should be signed by authorized signatory.
- (iv) Invoice should be raised in favour of Librarian, MNLU Mumbai.
- (v) One invoice should be raised against one purchase order (P. O.) only. Titles from different P. O.s should not be combined and supplied under one invoice.
- (vi) The prices in the invoice should be indicated in original currencies.
- (vii) In case of foreign publications, **TT Selling Rate of State Bank of India (SBI) / Reserve Bank of India (RBI)** as applicable on the **date of the invoice** only should be followed, and should also be clearly indicated on the invoice.

## 10. Undertaking

Every invoice should certify the following:

- (i) The prices charged in this invoice are the actual, current publisher's prices as billed to us; and are true and correct.
- (ii) The prices charged are as per the publisher's invoice (Publishers/Importers/Distributors) and latest catalogue.



- (iii) The latest editions have been supplied, and they are not remaindered titles.
- (iv) 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.
- (i) **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 10 days of receiving intimation from Library.

**11. Mandatory enclosures with Invoice**

- (i) Copies of publisher's/distributor's invoice/copy of printed catalogue of the order period, as a price proof.
- (ii) Currency conversion proof with date.



  
Registrar

**Annexure 'A'**

**Form for Expression of Interest for empanelment of vendors for supply of books to MNLU Mumbai.**

**\*PLEASE READ THE "TERMS AND CONDITIONS" CAREFULLY BEFORE FILLING THE FORM**  
***(Strike off whichever is not applicable)***

1. Name of the Firm:

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2. Address of Head Office & Branches with telephone numbers, fax numbers, email addresses, and website, if any:

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3. Kind of Proprietorship

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

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ii. If partnership, name and address of partners:

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**Check List of Enclosures:**

1.	Proof of your membership in any of the associations for publisher(s)/subscription of journals: (i) Federation of Publishers' and Booksellers' Association of India (FPBAI) (ii) Any other State/National/International Association(s) for subscription & supply of journals, databases and journal related products.
2.	Copy of certificate of being exclusive or a preferred agent of any publishers/scholarly societies/organizations?
3.	Proof of serving any consortium/consortia in India.
4.	Minimum five (05) references of the Libraries of reputed institutes/Organisations with whom currently registered. (In separate page on given pro forma.)
5.	Copy of PAN Card of firm / owner / partners.
6.	Details of your firm's Sales Tax/VAT/Registration Number (Copy of GST, CST Certificate).
7.	Details of the annual turnover of the firm for the last three consecutive years (Please attach copy of Auditor's Report)

**List of LIBRARIES OF INSTITUTIONS WITH WHOM REGISTERED**

Sr No	Name of Institution	Period of Association	Reference to Librarian	
			Email	Telephone





## 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

2. I/We also hereby declare that all matters related to MNLU Mumbai will 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 provide library services to MNLU Mumbai for a minimum period of two years.

6. I/We agree to arrange supply of ordered titles immediately after confirming the order through eMail.

7. I/We have read and understood all the **"Terms and Conditions"** of MNLU Mumbai, 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

