



NATIONAL LAW INSTITUTE UNIVERSITY, BHOPAL

**EXPRESSION OF INTEREST (EOI) FOR
EMPANELMENT OF VENDORS FOR
SUPPLY OF BOOKS TO GYAN MANDIR,
LIBRARY OF NLIU, BHOPAL**

Last date for submission of EOI: 31/07/2023



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NATIONAL LAW INSTITUTE UNIVERSITY, BHOPAL

Kerwa Dam Road, Bhopal 462044

Reference No:

Date:

Expression of Interest (EOI) for Empanelment of vendors for Supply of books to library of NLIU, Bhopal

National Law Institute University, Bhopal (NLIU, Bhopal) invites offline proposals from reputed, experienced and financially sound firm towards the empanelment of vendors for supply of books to NLIU, Bhopal for a period of one (1) year, which may be extended for two (02) more years.

Brief Details of EOI:

The EOI documents can be downloaded from the institute website <https://nliu.ac.in/> to be submitted offline. The last date for submission of the proposal is 31 July 2023.

1. INTRODUCTION:

The National Law Institute University, Bhopal (hereinafter, referred to as NLIU, Bhopal or the Institute) has been established by Act No. 41 of 1997 of the Madhya Pradesh Legislature to fill the gap and provide most modern legal education through multidisciplinary teaching and training of newer skills needed for the profession.

2. CONTRACT PERIOD:

The contract period will be one (1) year from the date of Notification. If the service is found satisfactory, the contract may be extended for two (02) more years.

3. ELIGIBILITY CRITERIA:

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

- (i) The Vendor 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 names of partners)
- any other act

If the vendor is a Partnership Firm, registered under the Indian Partnership Act, of 1932, please state whether the partnership agreement/deed has been conferred on the partner who signed the EOI.

- (ii) The Vendor shall provide Permanent Income Tax Account No. of the Firm with circle/ward and GST Registration Certificate (duly attested photocopy to be attached).
- (iii) The vendor must have supplied books in the last five financial years as their empaneled vendor to any of the libraries of Supreme Court/High Courts/Indian Law Institute, National



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Law University, or/and National Level Institutions like NLUs, IITs, NITs, IISERs, and Central Universities.

- (iv) The vendor should be a member of the “Good offices committee”/ Federation of Publishers & Booksellers Association of India (FPBAI) or any other national association of booksellers and proof to this effect has to be enclosed.
- (v) The vendor must be an authorized distributor/ dealer/ supplier of academic book publishers.
- (vi) The Vendor must be a distributor/dealer of any of the foreign publishers like Lexis Nexis, Sage, Oxford, Routledge, Thomsons & Reuters, Sweet & Maxwell, Springer, Wiley, Oxford, Cambridge, Pearson, MGH etc and proof of this effect has to be enclosed.
- (vii) Average Annual financial turnover from the same business should be at least 4 Lakhs during last three financial years (FY 2021-22, 2020-21, 2019-20). 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. Chartered Accountant certificate duly mentioned turnover, Profit & Loss for the last 3 FYs
- (viii) The vendor shall provide a list of agencies (Government/Statutory bodies/Professional, educational institutions/state /central universities) to which they have satisfactorily supplied the books along with annual sales turnover for the last three years of those agencies.
- (ix) The vendor should give a self-declaration certificate for acceptance of all terms and conditions of EOI documents. A duly completed certificate to this effect is to be submitted as per **Annexure-I**.
- (x) The vendor should be neither blacklisted by any government department nor there should be any criminal case registered/pending against it or its owner/partners anywhere in India. A duly completed certificate to this effect is to be submitted as per **Annexure II**.

4 TECHNICAL PROPOSAL DETAILS:

Technical Proposal should be as per the attached format with all relevant/ supporting duly signed documents as mentioned in the EOI document. The detailed format is attached as **Annexure-III**. The technical proposal should be submitted in a sealed envelope with the superscription “**Technical Proposal for Empanelment of Vendors for Supply of Books to the Library of NLIU, Bhopal**”.

The EOI Proposal must reach the address mentioned below by post/ courier/By-Hand latest by Dt. **31/07/2023**.

ADDRESS:

**The Registrar
National Law Institute University,
Kerwa Dam Road, Bhopal 462044
Madhya Pradesh**

**E-mail- registrar@nliu.ac.in
library@nliu.ac.in**

The EOI documents will be rejected if it is-

- incomplete
- Not properly filled.



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5. NOTIFICATION OF EMPANELMENT:

NLIU, Bhopal will notify the eligible bidders for empanelment to supply of books based on above mentioned criteria by registered letter/fax/email.

6. SCOPE OF WORK:

a) Enquiry on the availability of books:

1. The library may place an enquiry with all the empaneled vendors for the required titles and number of copies of each thereof, by email.
2. Within four (4) days of receipt of the email, the Vendors having books as per above list in their ready stock of books have to respond quoting titles available with number of copies and unit price, by reply email only.
3. 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. Validity period may also be extended without change in bid prices, if required on mutually agreed basis only.

b) Order Process:

1. Purchase orders will be sent to the empaneled vendor through email.
2. Book supply must be made strictly against the purchase orders.
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) days of receipt of the order.
5. Vendor should send the supply position/ status of the books with-in seven (07) days from the date of the purchase order; else the order should be treated as canceled and transferred to another vendor.

c) Supply:

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

“THE LIBRARIAN, NATIONAL LAW INSTITUTE UNIVERSITY, KERWA DAM ROAD BHOPAL 462044”, 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 has to execute all the supplies within the stipulated time which is sixty (60) days in case of foreign publications and fifteen (15) days in case of Indian publications from the date of issue of purchase order. However, it may please be noted that at times, the vendor will have to deliver the books against instant orders.
- (ii) In case of delay in delivery of books due to Out of Print (OUP) or Print on Demand (POD),



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the vendor has to inform and seek permission from the Librarian for the supply. The vendor has to submit the proof from the publisher in support of OUP or POD title.

- (iii) Books must be in good condition. NLIU, Bhopal will not accept defective books. If supplied, those have to be replaced within seven (7) days without extra cost. Payment will be processed and made only after receipt of the entire lot of books or all the defective books have been replaced. No interim or part payment will be made with respect to books short-delivered or delivered defective books.

e) Invoicing Procedure:

- (i) Invoice is to be submitted in triplicate.
- (ii) **Preparation of Bills:** The Bill should be prepared preferably in the same order separately for Indian books and foreign books as items listed in the Purchase Order. Addressed to Finance Officer, National Law Institute University, Kerwa Dam Road, Bhopal 462044.
- (iii) The invoice should contain the Purchase Order Number and Date. The items in the invoice should be in the order of the purchase order.
- (iv) One invoice should be raised against one purchase order (P.O.) only. Titles from different P.O.s should not be combined and supplied in one invoice.
- (v) 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.
 - A RBI currency conversion proof with of 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 shall have to 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/ Distributors/ copy of the 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 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 the 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.



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7. TERMS AND CONDITIONS:

a) Termination for Insolvency

- (i) The NLIU, Bhopal may at any time terminate the Contract by giving written notice to the vendor, without compensation, if the vendor becomes bankrupt or otherwise insolvent as declared by the competent Court, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the department.
- (ii) The courts of Bhopal alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this purchase. It is specifically agreed that no court outside and other than Bhopal Court shall have jurisdiction in the matter.

b) Force Majeure

- (i) Should any force majeure circumstances arise, each of the contracting vendors should be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected vendor within fifteen (15) days of its occurrence informs in a written form the other party.
- (ii) Force Majeure shall mean fire, flood, natural disaster or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, and lockouts i.e. beyond the control of either party.

c) Arbitration

In the event of any dispute or difference arising under this tender, the Vice-Chancellor, NLIU, Bhopal, or his nominee is the arbitrator and the decision of the arbitration will be binding on both parties.

d) Penalty Clause:

In case of delayed delivery of textbooks beyond ten (10) days, a penalty of 1% per week or part thereof will be levied on the value of books supplied belatedly.

8. OTHER CONDITIONS

- a) NLIU, Bhopal reserves the right to accept or reject the EOI in part or in full, without assigning any reason thereof.
- b) NLIU, Bhopal reserves the right to relax/amend/withdraw any of the terms and conditions contained in the EOI Document without assigning any reason thereof. Any inquiry after the submission of the quotation will not be entertained.
- c) NLIU, Bhopal reserves the right to modify/change/delete/add any further terms and conditions prior to issue of the purchase order.
- d) Conditional Proposals will not be considered in any case.
- e) NLIU, Bhopal reserves the right to add any additional vendor to the approved list of vendors or to place the purchase order to any of the vendors.
- f) In case of urgent requirements, orders may be placed with local vendors, publishers, and online book stores such as Flipkart, Amazon, etc.
- g) The bidders should quote their offer/rates in clear terms without ambiguity.
- h) The books must be new and in good condition Damaged or old books will not be accepted and will be returned at your cost.



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- i) Only latest edition of books will be accepted.
- j) The price must be as per latest catalogue of the publisher only. A certificate to the effect that "Latest publisher's prices have been charged is to be furnished with the bill.
- k) Printed price of books should not be tampered with by labels or any other means. In such cases, books will not be accepted and original price proof from publishers need to be produced in the Library of NLIU BHOPAL.
- l) Pirated or photocopies of books should not be supplied and in case such book is found, then the purchase order may be canceled automatically, and the firm may be blacklisted forever.
- m) Only ordered books (as specified in our list) will be accepted and Library, NLIU BHOPAL in no way remain responsible for out of ordered books.
- n) If the price of a book exceeds more than Rs 25000, written permission from the competent authority is to be taken before the supply of the book.
- o) Preferences will be given to those supplying maximum discounts (for Indian and foreign publishers' books separately).
- p) Quantity of items may increase or decrease or may be canceled up to any extent.
- q) Any book that appears at more than one place in the given order (Duplicate entry) shall be taken only once.
- r) The books will be delivered at Gyan Mandir Library, NLIU BHOPAL campus at no additional cost for Packing, forwarding, freight etc. by the supplier.
- s) In case, the vendor fails to comply with the terms & conditions, the Institute may terminate the contract without assigning any reason and is free to dispose of the waste paper items in such a manner as may be deemed appropriate.
- t) The order will stand canceled if it is not supplied within, the stipulated time period i.e. maximum of 20 days for Indian publications and a maximum of 60 days for foreign publications, or within the time extension if any, from the date of purchase order positively at your own cost at Library, NLIU BHOPAL No pre-payment will be made by the Institute in this regard.
- u) The invoice should contain the billing date and Library reference number for each item, along with the publisher's catalog/price proof duly stamped and signed.
- v) Any Statutory variation in the rate of taxes/duties is to be borne by the purchaser. /GST rates as applicable on the date shall be payable by the successful bidders directly to the seller at the time of taking delivery of materials. In order to avoid the imposition of penalty, the amount deposited by the successful bidder towards taxes and duties will be immediately deposited with the concerned tax authorities without waiting for actual delivery.
- w) Paperback editions of books should be supplied unless specified otherwise.
- x) Indian editions of books should be supplied unless mentioned otherwise.
- y) NLIU Reserve right not to accept a specific ordered book if that book is not needed anymore or already exists in the library collection.
- z) In case of non-availability of paperback and Indian editions, clarification/permission should be sought, preferably by email, from the library, regarding the supply of the available editions
- aa) No advance payment will be made in any case. Bills in triplicate should be sent and payment may be released, only after receipt of the consignment, post accessioning if the books are in good condition and there are no discrepancies of nature.

NLIU, Bhopal may issue amendment/corrigendum to tender documents before due date of submission of bid. Any amendment/corrigendum to the EOI issued by NLIU, Bhopal will be posted on NLIU, Bhopal website. For the bidders, submitting bids on downloaded EOI document, it is 'bidders' responsibility to check for any amendment/corrigendum on the website of NLIU, Bhopal before submitting their duly completed bids.



V. B. S.
28/8/23
(Registrar)

Handwritten signature and date 07/7/23.

ANNEXURE – I

To

Registrar
National Law Institute University,
Kerwa Dam Road, Bhopal 462044
Madhya Pradesh

Sub: - Self Declaration Certificate

Reference: EOI No.:

Date:

(Expression of Interest for Empanelment of vendors for Supply of books to library NLIU Bhopal).

Dear Sir,

With reference to the above, I am/ We are offering our competitive bids for Notice Inviting Tender for Supply of books to library of NLIU, Bhopal.

I / We hereby reconfirm and declare that I / We have carefully read, understood and complying the above referred tender document including instructions, terms and conditions, specifications, schedule of quantities and all the contents stated therein and books will be delivered within the stipulated time period of 60 days in case of foreign publications and 20days in case of Indian publications. Latest editions of books must be supplied.

I / We also confirm that the discount quoted by me/us are inclusive of all taxes, duties etc, applicable as on date and are for NLIU, Bhopal, and free delivery, unloading at NLIU, Bhopal.

Date:

Place:



Authorized Signatory

Name:

Designation:

Contact No.:

Email ID:



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ANNEXURE – II

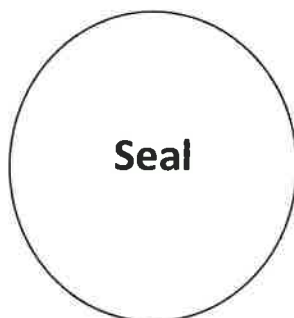
CERTIFICATE

(To be provided on the letter head of the firm)

I hereby certify that the above firm is neither blacklisted by any Central / State Government / Public Undertaking / Institute nor is any criminal case registered/pending against the firm or its owner/ partners anywhere in India.

I also certify that the above information is true and correct in any every respect and in any case, at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm should be blacklisted.

Date:



Authorized Signatory

Name:

Place:

Designation:

Contact No.:



ANNEXURE – III
TECHNICAL PROPOSAL

Reference EOI No.:

Date

1.	Name of the Firm/ Agency with complete Postal Address: Name, Designation, Address, Tel. No. and E-mail ID of authorized person of Firm/ Agency to deal with	
2.	Please specify as to whether the Bidder is the Sole proprietor/ Partnership firm/ Pvt. Ltd. (Attach copy of PAN)	
3.	Permanent Income Tax account No. of the Firm with circle/ward and G ST Registration Certificate (duly attested photocopy to be attached).	
4.	Details of Important University/National Autonomous Academic Institutions of higher learning in Law served as suppliers of books to Libraries (Attach at least one copy of the latest purchase order handled by your firm), use in last five years. (Attach copies of purchase orders for each institution)	
5.	Are you a Member of the Federation of Publishers and Booksellers' Association of India (FPBAI)? (Yes/No). If yes, attach a copy of your membership	
6.	Affidavit by the vendor/ supplier for not having been blacklisted/ debarred by any public organization/ University/ National Level	
7.	Authorized suppliers of academic book publishers (Attach copy authorization letter of Publishers)	
8.	Authorized suppliers of academic Foreign publishers like Lexis Nexis, Sage, Oxford, Routledge, Thomsons & Reuters, Sweet & Maxwell, Springer, Wiley, Oxford, Cambridge, Pearson, MGH etc. (Attach copy authorization letter of Publishers)	
9.	Average Annual financial turnover from the same business. Accounts, Balance Sheets duly certified by the Chartered Accountant should be submitted in support of this along with ITRs of above financial years.	
10.	Bank Account Details	
11.	Any other information Tenderer wants to provide in support of their experience	
12.	Name major subject areas in which your firm handles supply of books.	



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13	Are you the sole distributor of Foreign/Indian publications? (Yes/No) If yes attach the relevant document	
14	How many publications (Indian / Foreign Reports) are under your Company?	

DECLARATIONS

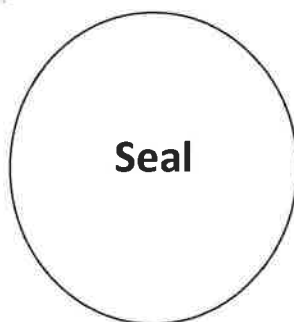
- (i) I/We..... (Name of partners/Proprietors or Shareholders) do hereby declare that the entries made in this application form are true to the best of our knowledge and believe, that we shall be bound by the acts of duly constituted attorney.
- (ii) I/We also hereby declare that all matters related to NLIU, Bhopal shall be treated as Confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority.
- (iii) Mr/Ms..... whose signature are given below, is an authorized representative of this firm.
- (iv) 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.

Date:

**Authorized Signatory
& Seal of the Firm**

Place:

Date:



Signature of the Bidder:

Name, Address of the Bidder:

Telephone No.:

E-mail ID



Handwritten signature and date 07/07/23