



GUJARAT NATIONAL LAW UNIVERSITY – SILVASSA CAMPUS
Sachivalaya, Secretariat Building, Amli, Silvassa, Dadra & Nagar Haveli - 396230
DNHDD, INDIA.

Tender No. 21/2023 for Advertisement for Empanelment of vendors for Supply of Books/CD/DVD/ and AudioVisual Material to Gujarat National Law University Silvassa Library

Gujarat National Law University Silvassa invites for empanelment of vendors for supply of books to GNLU Silvassa Library for the period of one year (i.e. 2024-25) from reputed registered book suppliers/ vendors having valid registration with national/state federations, Membership with Good Office Committee (GOC) or any other recognized National body with at least three years' experience of supply of books to National Law Universities/Central/State Universities in the field of Law, Social Sciences and Management. For the supply of Law books, the supplier / Vendor should be specialized in the Law Books, Reports / Journals, Legal ebooks, Database etc.

Last date for submission of Application: on 18th January 2024 up to 5 p.m

1. Terms and Conditions for vendor registration and empanelment for supply of books to Gujarat National Law University Silvassa Library

Instructions:

- 1.1** The vendor should be a member of the Federation of Publishers' and Booksellers' Association in India (FPBAI)/ Delhi State Booksellers' and Publishers' Association (DSBPA).
- 1.2** Minimum 2 references of libraries of national reputed organizations with whom the vendor is already registered and currently dealing with. Out of which 1 should be National Law University and 1 should be reputed research institutes/universities.
- 1.3** Vendor should have a Permanent Account Number (PAN) and Service Tax Number.
- 1.4** Vendor should supply the ordered books within a period of two months failing which lead to cancellation of the order and procedure to debar the vendor may be initiated.
- 1.5** **(a) Vendor should offer maximum discount on published/printed price for all books** in English /Hindi language of Indian or foreign origin and in no case less than the following discount percentage under different categories as given below on the current edition of a book which is published not more than five years before the current year of ordering:

S.No.	<u>Publications type/Number of copies purchase</u>	<u>Indian Title/Indian imprint of foreign title</u> (Discount % on printed/publisher's price)	<u>Foreign Title</u> %) (Discount
1.	Less than Three copies purchase	20%	20%
2.	Three copies or above purchase	25%	25%
3.	Reference books such as encyclopaedia, handbooks etc.	30%	25%
4.	(Govt./ society publications/short discount/no discount publications)	Publisher's price - (discount earned) + 5% handling charges on net amount (vendor should submit open publisher's invoice along with a certificate in this regards)	

- 1.5 (b)** If a book is published more than five years before the current year of ordering, then the applicable discount percent will be as follows:

S.No.	<u>Publications/Number of copies purchase</u>	<u>Indian Title/Indian imprint of foreign title</u> (Discount % on printed/publisher's price)	<u>Foreign Title</u> %) (Discount
1.	Less than Three copies purchase	25%	25%
2.	Three copies or above purchase	30%	30%
3.	Reference books such as encyclopaedia, handbooks etc.	Always latest edition would be procured.	
4.	(Govt./ society publications/short discount/no discount publications)	Publisher's price - (discount earned)+5% handling charges on net amount (vendor should submit open publisher's invoice along with a certificate in this regards)	

- 1.6** Unless otherwise specified, only the latest edition of the publication will be accepted.
- 1.7** Unless otherwise specified the Indian/paperback edition of a title should be supplied, if available.
- 1.8** The publication supplied must be new and in good condition without any defects/damage.
- 1.9** The selected vendor may directly approach to the faculty with the physical copy of the book to get it recommended by the faculty. Vendor should not get any book recommended if the same book is freely available on publisher's website.

- 1.10 Pre-Receipt bill(s) are to be submitted in duplicate (3 copies). Revenue stamp should be affixed on the original bill duly signed by authorized signatory.
- 1.11 The bill should have quoted the following:
 - i. The price has been correctly charged in accordance with publisher's invoice/printed price.
 - ii. Latest edition/ordered edition of the books have been supplied. No "Remaindered" title is supplied.
- 1.12 Selected vendor should deposit a refundable security deposit of Rs. 25,000 (Twenty-five Thousand Only) in form of Demand Draft drawn in the favour of "Registrar, GNLU Silvassa" and payable Silvassa.
- 1.13 The terms and conditions for vendorship registration can be amended by the library from time to time with the approval of the Advisory Committee of the Library and the same is binding to the registered vendors.
- 1.14 The Advisory Committee for the Library (ACL) reserves the right to amend terms and conditions for vendorship, recommend or reject any or all the book vendors and the same is binding to the vendors. The decision of ACL will be final in all cases and no explanation will be given.
- 1.15 The short-listed vendors/ Distributors/ Suppliers may be called for personal interaction to discuss the terms & conditions for supply of print books.
- 1.16 This empanelment will be valid initially for one year and may be extended depending upon satisfactory performance of the empanelled book vendor at the sole discretion of the University

2 Gujarat National Law University Silvassa Library Terms and Conditions for Purchasing Books

Not with standing empanelment of vendors/publishers the University may decide to purchase books by holding Book exhibitions by the publishers/vendors etc. so that teachers and students themselves select books. Similarly, University may approve purchase of books selected by the Director/ Registrar/University Professors either in the city or outside. Discount on books exhibitions, spot purchase may differ in each case.

- 2.1 **Enquiry on Availability of Books:** At the first instance all the empaneled vendors/ Suppliers will be sent an email query with list of books and number of copies against each title required for Library procurement. On receipt of the email, the Vendors having books as per above list in their ready stock of books have to respond within stipulated time quoting titles available with number of copies and unit price. The preferred mode of communication will be by mail, fax and speed post to save delay in normal postal communication.
- 2.2 **Supply Against Approval Order:** In reply to Vendor/suppliers response to our query, email communication will be established with the vendor concerned with request to supply books on approval through challan bearing challan number, date and our reference number for each item, along with publisher's catalogue price proof duly stamped and signed. Time

will be stipulated to execute supply. **In the event the vendor fails to deliver the books within the stipulated date, the order is liable to be cancelled.** The preferred mode of delivery of books on approval will be in person by hand delivery at the **Gujarat National Law University Silvassa Campus**. However, the other mode of delivery may be registered parcel, courier services or any other mode of recorded delivery and in such types of delivery, loss, damage, pilferage in transit if any will be sole responsibility of the supplier. Secure and safe delivery of books at **Gujarat National Law University Silvassa Campus**., as per approval order is the responsibility of the supplier/vendor alone.

- 2.3 Confirm Purchase order and Billing:** After receipt of the books as requested in the approval order, the physical condition of the books will be checked and for the books not having printed price, price proof (i.e. publisher's catalogue price) certificate from publisher's authorized distributor/publisher's Indian Office/ Publisher's Invoice, as the case may be, will be matched with the cost of books quoted in the challan. Any Sticker affixed with the book indicating Price is not acceptable. In case of Certificates of price obtained from Indian office of the Publisher, should bear Name, Signature with Official stamp of the signing authority having contact telephone number. If the Bibliographic details of the book, unambiguous price proof and physical condition of the books found perfect, then confirmed purchase order will be placed asking for Invoicing. **Foreign currency conversion will be GOC rate of the conversion on the date of issue of the purchase Order.** While placing purchase order if any of the book(s) found not required i.e. defective, wrong supply, wanting of price proof etc. and needs to be returned, the same Information will also be communicated to the supplier. In such cases collecting such returned books will be the responsibility of the supplier.

2.4 Acknowledgment and Acceptance of the Order

The Supplier on receipt of purchase order (P.O), is required to acknowledge the receipt of the order by returning the signed duplicate copy immediately as a token of their confirmation with respect of acceptance of purchase order and send pre-receipted Invoice/bill in triplicate duly signed and stamped, quoting our purchase order number and date along with a copy of **GOC conversion Rate** duly signed/stamped, for the Foreign published books if any. Supplier should also send a scan copy of the invoice/Bill to the head of the library, so that advance processing of the books at our end can be done and Invoice/Bill should send to the **"The Registrar, Gujarat National Law University - Silvassa Campus, Sachivalaya, Secretariat Building, Amli, Silvassa, Dadra & Nagar Haveli - 396230 DNHDD, INDIA.**

Direct purchase order (i.e. Books not available in the ready stock): Keeping all other purchase terms unaltered as stated above, the supplier is required to maintain time frequency and book status (i.e. New/Old) in delivery of books, ordered as per the terms stated under the clause **"Delivery of Books"**.

2.5 Delivery of Books

- a) Only New Books must be delivered
- b) The Delivery period is as under:

- **Indian Publications:** maximum one month from the date of issue of “purchase Order”
- **Foreign Publications:** maximum 45 days from the date of issue of “purchase Order”

The delivery date may be extended by the University at its discretion, if the supplier request for an extension citing valid reasons.

c) In such types of purchase against direct purchase order, the conversion rate will be **GOC conversion rate on the date of Invoice which should not be after the date of delivery of books** (i.e. hand delivery of books at **Gujarat National Law University Silvassa Campus** premises) along with Invoice/bill and all other supporting documents in case of other mode of recorded delivery, the conversion rate will be calculated on **GOC Conversion Rate on the date of dispatch of the consignment favoring Gujarat National Law University Silvassa Campus** and the supplier concerned **must have to send on the date of booking of the consignment**, the scan copy of all the documents, such as pre-receipted Invoice/bill, price proof. Copy of GOC conversion rate on the date of consignment booked and consignment booking receipt as email attachment to the Assistant Librarian, Gujarat National Law University Silvassa Library (All documents sent must bear the signature and seal with date of the supplier/vendor concerned).

2.6 Consignee and Mode of Dispatch

All supply of books should be consigned to **The Assistant Librarian, Gujarat National Law University - Silvassa Campus, Sachivalaya, Secretariat Building, Amli, Silvassa, Dadra & Nagar Haveli - 396230 DNHDD, INDIA.** by Speed post Parcel/Registered Parcel/Courier/in person. All delivery of books/journals etc. shall be free out of the cost of carriage is to borne by supplier.

2.7 Dispatch Documents

Information relating to the mode of dispatch should be e-mailed/fax/phone/courier/ speed post to **The Assistant Librarian, Gujarat National Law University - Silvassa Campus, Sachivalaya, Secretariat Building, Amli, Silvassa, Dadra & Nagar Haveli - 396230 DNHDD, INDIA.**

Original dispatch documents are to be forwarded to the library by way of recorded delivery i.e. Registered post/speed post in the above-mentioned address only.

2.8 Preparation of Bills

The Bill should be prepared preferably in the same order as items listed in the Purchase Order.

2.9 Submission of Bills

The Supplier should submit the pre-receipted bill in triplicate mentioning the purchase order number, date and deliver challan number along with supporting documents if any, such as Xerox copy of the publisher current catalogue price proof duly stamped and signed by the supplier concerned copy of original import invoices etc. as per university book purchase rule.

2.10 Price Certificate

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 of the publisher's/Authorized distributor's price**. The books supplied are not remaindered titles. In case there are special price offers by the publishers, the same should be communicated to the Library and billed accordingly.

The Vendor must submit the following price proof, duly certified and stamped, in support of the price charged:

i. In case of a foreign title:

- a. If the price of the book is not printed, the vendor must submit publisher's invoice copy of the book as a price proof.
 - b. If a foreign title is exclusively distributed by any exclusive Indian distributor, then vendor must submit letter from the publisher/authorised exclusive distributor stating the same and price of the book along with the invoice of the authorised exclusive distributor, as price proof.
- ii. In case of Indian title: If the price of the book is not printed, then the vendor must submit the publisher's /authorised distributor's invoice copy, as price proof. Publisher's Catalogue is generally not accepted as price proof.

2.11 Exchange Rate

Conversion rate in case of prices quoted in foreign currencies, GOC rate of conversion is applicable on the date of issue of purchase order (i.e. In case of books either supplied on approval or assured availability of books in ready stock of the supplier)

2.12 Income Tax Related Papers

Each of the invoice/Bill of the Vendor/Supplier concerned must bear the PAN number (i.e. Permanent Account Number) and Xerox copy of the PAN Card duly signed with seal of the Vendor/Supplier, if not furnished earlier.

2.13 Bank A/cs Details

The supplier is required to provide the following mentioned information as per below mentioned format:

Name of the Bank:

Postal Address (with PIN Code):

E-mail and Phone:

Account Type:

Bank Account No. and

IFS Code:

2.14 Latest Edition and Low-Price Edition Books

Books of the latest edition should be supplied, with an intimation to that effect to the library, even though the purchase order may have specified an older edition. Due to Budget constraints and demand for purchasing more number of books, the Library prefers to procure low priced editions. Thus, if a low-priced edition of a book is available, then the supplier is encouraged to inform its availability to the Library and on receipt of a reply confirmation, supply the book and bill accordingly. **Other than text books, library prefers to procure “Library edition” of the books if available.**

2.15 Return of Defective Books

If a supplied book doesn't confirm to specifications or if the pages are torn or missing or the copy is old or is not in good condition, the Supplier will be asked to take back the book at his own expense and replace it within one month, otherwise the order will be cancelled. The Library will not be responsible for such books if not taken back and replaced within the said period.

2.16 Cancellation of an Order

- The order is liable to be cancelled if the delivery is not made within one month after the expiry of the stipulated delivery date.
- Books not confirming to specifications and not in good condition should be replaced within one month otherwise order for those books will be cancelled.

2.17 Delisting of Suppliers

A Supplier who frequently supplies books that do not confirm to specifications or are not in good condition will be delisted from the registered Vendor list.

2.18 The Library reserves the right to:

- Cancel an order at any time without assigning any reason thereof.
- Change or modify or amend or substitute any clause in the terms and conditions listed above.

2.19 Legal Dispute Settlements:

While the purchaser and the vendor 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 Gujarat. The resultant contract will be interpreted as per Indian Laws.



Application form

GUJARAT NATIONAL LAW UNIVERSITY – SILVASSA CAMPUS
Sachivalaya, Secretariat Building, Amlī, Silvassa, Dadra & Nagar Haveli - 396230
DNHDD, INDIA.

Application is invited from the Publishers/Distributors/Vendors for registration and empanelment for supply of books to GNLU Silvassa Library

(Duly filled application form should reach **The Deputy Registrar, Gujarat National Law University - Silvassa Campus, Sachivalaya, Secretariat Building, Amlī, Silvassa, Dadra & Nagar Haveli - 396230 DNHDD, INDIA.** on or before 18.01.2024, latest by 05:00 P.M. along with non-refundable application fee of Rs. 3,000 (Three Thousand only) in form of Demand Draft from any schedule bank in favour of “Registrar, Gujarat National Law University, Silvassa” and other relevant documents.)

APPLICATION FORM FOR ENROLMENT AS VENDOR FOR SUPPLY OF BOOKS TO GNLU SILVASSA LIBRARY

To

The Deputy Registrar
Gujarat National Law University
Silvassa Campus
Sachivalaya, Secretariat Building
Dadra & Nagar Haveli - 396230
DNHDD, INDIA.

Sir,

In response to your advertisement for registration and empanelment of vendors for supply of books to GNLU Silvassa Library, please find my duly filled application form along with application fee and relevant documents.

1	Advertisement No. and Date	
2	Do you agree to supply books on the terms and condition mentions in the annexure I of the advertisement available at GNLU Silvassa website (www.gnlus.ac.in) and the office of the Library of GNLU Silvassa?	<u>Yes/No</u>
3	Details of Demand Draft: (i) Demand Draft No. (ii) Date of Issue (iii) Issuing Bank	

	(e) IFSC code: (f) MICR code: (g) Date of opening of account: (h) Type of account (Savings/Current):	
11	Are you a member of Good Office Committee (GOC) If “Yes”, attach the copy of membership certificate	<u>Yes/No</u>
12	Are you a distributor / dealer / stockist/ exclusive/ preferred agent of the publishers in the area of Science and Technology? If so, please submit the most recent authority letters issued by the publishers.	<u>Yes/No</u>
13	Are you a member of Federation of Publishers’ and Booksellers’ Association in India (FPBAI)/ Delhi State Booksellers’ and Publishers’ Association (DSBPA) (Please attach a copy of your registration letter)	<u>Yes/No</u>
14	Experience in the field of supplying books to NLUs, Legal Research Universities/Institutions and libraries of national reputed organizations (please mention no. of years):	
15	Are you registered and currently dealing with the minimum 2 libraries of national reputed organizations? Out of which 1 should be National Law University and 1 should be reputed research institutes/universities (If ‘Yes’, please attach relevant documents)	<u>Yes/No</u>
16	Do you have direct import license. (If Yes, please attach a copy of the same)	<u>Yes/No</u>
17	Do you have an account with the reputed foreign publishers for importing books directly through them? (If yes, please furnish documentary proof)	<u>Yes/No</u>
18	Are you able to procure books including Govt. and society publications from abroad in 2 months against specific order?	<u>Yes/No</u>
19	Annual Turnover of the firm for the last 3 financial years: (a) 2020-21: (b) 2021-22: (c) 2022-23: (please attach audited copy of the same)	
20	Will you be able to supply books within a period of 2 months from the date of issue of order	<u>Yes/No</u>

21	<p>Have your firm ever been debarred/blacklisted for doing business from any government organization?</p> <p>If No, please furnish an affidavit raised on non-judicial stamp paper of Rs. 100 (One Hundred only).</p>	<p><u>Yes/No</u></p>
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- The Supplier/Vendor or his Authorized representative has to sign on every page of the document submitted by them with seal of the firm/agency concerned

Declarations:

1. I/We____ (names of partners/proprietors or share-holders) do hereby declare that the entries made in this application form are true to the best of my/our knowledge and belief.

1. I/We also hereby declare that all matters related to GNLU Silvassa shall be treated as confidential and no information shall be passed on to any person without written permission of the Competent Authority.

2. Mr. _____, whose signatures are given below, is an authorized representative of this firm.

3. 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.

4. I/we also hereby declare that I'll deposit a refundable security deposit of **Rs. 25,000** (Twenty-Five Thousand only) in the form of demand draft favouring "Registrar, Gujarat National Law University, Silvassa", if my vendorship is approved.

Place:
partners/Proprietors
Date:

Signature

(Seal of the Firm)

Check List

The attached documents must be arranged in the following order:

- Demand Draft of **Rs. 3,000** (Three Thousand only) in favour of "Registrar, Gujarat National Law University, Silvassa."
- Application form
- ITR of last three financial years (i.e. 2020-21, 2021-22, 2022-23)
- Certificate issued by bank regarding bank details
- GOC Membership Certificate
- Most recent authority letters issued by the publishers stating you as a distributor / dealer / stockist/ exclusive/ preferred agent in the area of Law.
- Copy of your registration letter of Publishers/distributors/vendors preferably be a member of registered national/state booksellers' and publishers' Association/other registered federations.

- viii. Reference letter of minimum two reputed libraries where the vendor is currently dealing with. Out of which 1 should be National Law University and 1 should be reputed research institutes/universities
- ix. Copy of import licence
- x. Documentary proof in dealing with reputed foreign publishers for importing books directly from them
- xi. Audited copy of Annual turnover of the company for last three financial years
- xii. Affidavit raised on non-judicial stamp paper of Rs.100