



HIMACHAL PRADESH NATIONAL LAW UNIVERSITY, SHIMLA

**16 MILE SHIMLA-MANDI NATIONAL HIGHWAY
GHANDAL DISTRICT SHIMLA, HIMACHAL PRADESH-171014**
Ph. 0177-2779802, 0177-2779803, Fax-0177-2779802
Website: <http://hpnlu.ac.in>

OFFER DOCUMENT

For

Purchase of Books for the University Library.

(Purchase Enquiry No. HPNLU/Library/EO/2024-01 Dt: 06/08/2024)

**The Registrar,
Himachal Pradesh National Law University, Shimla,
16 Mile, Shimla-Mandi National Highway,
Ghandal, District Shimla, Himachal Pradesh-171014**

E-Mail: registrar@hpnlu.ac.in



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No. HPNLU/Library/EO/2024-01

Date: 06/08/2024

Notice

The Himachal Pradesh National Law University, Shimla (hereinafter referred to as 'HPNLU Shimla') invites offers from empanelled Book Suppliers to supply books to the University Library. Complete offer Documents containing the Invitation to Offer, Instructions to Quotationers, General Terms and Conditions, Form of Offer and the List of Books to be purchased may be downloaded from the University's Website: <https://www.hpnlu.ac.in/>.

The offers addressed to 'The Registrar, HPNLU, Shimla,' should be sent by e-mail at registrar@hpnlu.ac.in before 3.00 P.M. on dt 14/08/2024. The University reserves the right to accept or reject any/all offer(s) without assigning any reason therefor. In case of any dispute, the decision of 'The Registrar, HPNLU Shimla, shall be final and binding on the Quotationers.

Sd/
The Registrar,
HPNLU Shimla



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INSTRUCTIONS TO QUOTATIONERS

- 1. Offer Documents:** The "Offer Documents" consist of the (a) Invitation to Offer, (b) Instructions to Quotationers, (c) General Terms and Conditions, (d) Form of Offer, and (e) List of Books. The supply, upon order placement, will be governed by these documents collectively.
- 2. Understanding the Stipulations:** Quotationers must thoroughly read and understand the Offer Documents, including all terms and conditions. No complaints regarding misunderstandings of the Offer Documents will be entertained.
- 3. Obtaining the Offer Documents:** The detailed Offer Documents can be downloaded from the HPNLU Shimla website at www.hpnlu.ac.in.
- 4. Important Dates & Events:**

Particulars	Date & Time
Last date of receipt of the Offers/Quotations	14/08/2024 before 03:00 pm
Opening of the Offers/Quotation	16/08/2024

If any of these dates are declared a holiday for HPNLU Shimla, the due date will be the next working day at the same time.

- 5. Eligibility to Offer:** All empanelled vendors of HPNLU Shimla are eligible to submit their Quotations.
- 6. Scope of Supply:** The approved Quotationer(s) shall supply as specified in Clause 3 of the Terms and Conditions.
- 7. Filling and Submitting the Offer Documents:**
 - (i) Provide accurate and complete information with supporting documents.
 - (ii) Fully fill each column/sub-column of the Form of Offer.
 - (iii) Avoid erasures, overwriting, or corrections. If necessary, make corrections clearly and legibly, attested by the Quotationer.
 - (iv) The Offer Documents must be signed by the Principal Officer, Partner, Proprietor, Authorized Officer, or Power of Attorney Holder.
 - (v) Each page of the Offer Documents must be signed and sealed by the Quotationer.
 - (vi) No conditions altering the Offer Documents will be entertained. Additional comments may be included in a covering letter.
 - (vii) In case of discrepancies, the hard copy of the Offer Documents will prevail. Rates in words will be considered for evaluation.
 - (viii) Do not detach any part of the Offer Documents.
 - (ix) Delayed submissions will not be considered.

8. Essentials for Making an Offer:

- (i) Quote for the latest edition of books.
- (ii) Ensure the books are in print or can be supplied even if out of print.
- (iii) State the number of volumes for titles in multiple volumes.
- (iv) Quote prices of foreign publications in the publisher's currency and Indian publications in INR.
- (v) For foreign publications purchased from Indian units, apply the conversion rate as on the purchase date.
- (vi) Deliver books free of all expenses to HPNLU Shimla Library.
- (vii) Submit firm and final offers.

9. **Submission of Offer:** The offers addressed to 'The Registrar, HPNLU, Shimla,' should be sent by e-mail at registrar@hpnlu.ac.in before 3.00 P.M. on dt 14/08/2024

10. **Validity of Offers:** Offers must remain valid for 90 days from the opening date. No withdrawals or variations are allowed during this period.

11. **Rejection of Offer:** Non-compliance with any condition may render an offer liable for rejection.

12. Opening and Evaluation of Offers:

- (i) Offers will be opened and evaluated on the specified date and time.
- (ii) No negotiation will be conducted ordinarily. If required, confirmation may be sought by email.
- (iii) The lowest suitable offer will be accepted. Orders will be placed by email.
- (iv) HPNLU Shimla's decision on acceptance/rejection will be final.

13. Purchase Order:

The purchase orders will be placed with the supplier, quoting the lowest rates and providing maximum titles.

13. **Prohibited Canvassing:** Any form of canvassing will result in rejection.

14. **Clarifications:** Clarifications must be confirmed in writing by the Library In-Charge through email at librarian@hpnlu.ac.in to be binding.

15. **Correspondence:** Reference No. HPNLU/LIBRARY/2019(1) Dt.../.../2024 should be used in all correspondence.

16. **Final Decision:** The Registrar of HPNLU Shimla will have the final decision on all disputes.



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'Terms and Conditions.'

1. Scope of Supply

- (i) **Latest editions of books** must be supplied unless mentioned otherwise.
- (ii) By default, **paperback editions** of books should be supplied unless specified otherwise.
- (iii) By default, **Indian editions** of books should be supplied unless mentioned otherwise.
- (iv) **In case paperback and Indian editions are unavailable, clarification/permission should be sought, preferably by email, from the library regarding the supply of the available editions.**
- (v) The supply should be free of freight charges.
- (vi) The books should be dispatched to "The Incharge-Library, Himachal Pradesh National Law University, Shimla, 16 Mile, Shimla-Mandi National Highway, Ghandal, District Shimla, Himachal Pradesh-171014", by Speed Post Parcel/Registered Parcel/Courier(Door Delivery)/Person.

2. Supply and delivery period

- (i) Books have to be supplied strictly against and as per the purchase orders.
- (ii) Sending the **acknowledgement of the receipt** of the purchase order, which is taken as acceptance of the purchase order, is mandatory, preferably by email.
- (i) Any clarification/query regarding the purchase order should be sought from the Library within **four (04)** days of receipt of the order.
- (ii) Four (04-06) weeks (maximum) - for **Indian/Foreign** titles.
- (iii) After the expiry of the timeframe, the purchase order automatically stands cancelled.
- (iv) In case a delay is foreseen in supply, the communication should be made to the library, explaining the reason. A maximum of **seven (07)** days will be allowed for justified cases.
- (v) Separate permission to supply the cancelled titles should be sought from the library through email.
- (vi) The decision to accept a supply of cancelled titles is at the University's sole discretion.
- (vii) Every supply should be accompanied by a delivery challan, clearly bearing the details of the number of titles and their total quantity in supply.

3. Verification and Acceptance of Books Delivered:

- i. The books received shall be verified by the library staff.
- ii. The books shall not be accepted if the following defects are found:
 - If the details of supplied book(s) do not match with ordered Book(s).
 - If the book(s) contains cut, torn, damaged, blank, half-printed pages (s), etc.
 - If the book(s) are damaged or old copies of books or those not in brand new condition.
 - If any book is found to be a forged copy, then it will also be returned, found at any stage.

4. Return and Replacement of books:

- (i) The books that are not accepted on verification, as above, shall be taken back and replaced by the Supplier at its cost and risk within **15 days** of intimation in that regard to the Supplier.
- (ii) In case the University is requested to despatch the unaccepted books, it shall be entirely at the Supplier's cost, risk and responsibility. All expenses incurred for so despatching such books shall be charged to the Supplier.
- (iii) A Defective copy, if any, supplied will be returned even stamped and accessioned after any time when detected.
- (iv) Failure to take back or arrange to take back the unaccepted books within 21 days of intimation in that regard, the Supplier shall forfeit all its claims in relation to such books.

5. Billing & Payment:

a) Invoicing procedure:

- (i) Invoice should be raised in favour of **"The Registrar, HPNLU, Shimla.**
- (ii) The Invoice should be submitted in **triplicate (3 copies).**
- (iii) A **revenue stamp** should be affixed on the original bill and signed by an authorized signatory.
- (iv) Each invoice should be raised against a separate purchase order (P.O.). Titles from different P.O.s should not be combined and supplied under one invoice.
- (v) The Goods Office Committee (GOC) currency conversion rate as applicable on the date of the purchase order (P.O.) should only be followed and clearly indicated on the invoice.

b) Mandatory enclosures with invoice:

- (i) A copy of the publisher's invoice as proof of price.
- (ii) A currency conversion proof.
- (iii) Every price proof and currency conversion proof should contain **the seal and authorized signature.**
- (iv) The proper and complete Title: Sub-Title, Authors, Publisher & Place, Edition, Binding Type (Paperback PP or Hard Bound HB), Price (if) Printed Price (PP), etc. must be provided in each Bill.
- (v) In the Invoice, the P.O. serial number of each title should also be mentioned.
- (vi) Each Bill must possess complete physical titles and copies. If physically, the number of copies and titles are less then bill should be prepared for less titles and copies

c) 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 & correct.
- (ii) The prices charged are as per the publisher's invoice (publishers/importers/distributors) and the 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.

d) Discount: The following discount pattern should be followed:

Sr No	Publication Category	Minimum Discount (%)
1	All Indian editions of books and multiple copies/ foreign publications	20-25%
2	Reference books / Encyclopedias of Latest Editions	25-30%
3.	Govt/State/Societies Publications	No discount But 5%, if any, handling Charges
*At the time of enquiry, firms can quote more than the given discount rate.		

e) Conversion Rates:

- (i) The prices in the invoice should be indicated in original currencies.
- (ii) Goods Office Committee (GOC) Currency conversion rates as applicable **on the date of the purchase order** should only be followed and should also be clearly indicated on the invoice.

f) Payments:

- (i) The payment will be made within one month from the receipt of verified books and bills, as per the order.

6. Cancellations of Orders

- (i) If a vendor(s) to whom the order has been placed fails to supply the entire order or any part of the order within the stipulated time without sending any written communication to the library regarding delay or its (their) inability to supply the ordered title(s), then, the Library reserves the right to cancel the order.
- (ii) Separate permission to supply the cancelled titles should be sought from the library through email at librarian@hpnlu.ac.in.
- (iii) The decision to accept the supply of cancelled titles is at the University's sole discretion.
- (iv) After cancellations of three consecutive, complete purchase orders, the vendor may be excluded from empanelment, and that firm will not be considered for empanelment in the future.
- (v) The cancelled orders will be placed with other suppliers.

7. Validity of the Quotation/Offer:

- (i) The offer's validity will remain open for 90 days.

8. Other Terms and Conditions:

- (i) The Registrar, HPNLU Shimla, reserves the right to approve or reject any or all of the applications of agencies, whose decision will be final in all the cases and binding on both parties.
- (ii) The HPNLU Shimla reserves the right to change, modify, amend or substitute any clause in the terms and conditions that are listed above, if required, at any time.
- (iii) All disputes and differences arising from or relating to the work will be resolved through arbitration by "The Registrar, HPNLU, Shimla" or their nominee. The arbitration decision will be conclusive and binding on both parties. Any disputes will be adjudicated within the jurisdiction of the court of law of HPNLU, Shimla.

Firm Letterhead

FORM OF OFFER

From:

Name:

Complete

PostalAddress:

To

The Registrar,
Himachal Pradesh National Law University, Shimla,
16 Mile, Shimla-Mandi National Highway, Ghandal,
District Shimla, HP-171014

Sub: Submission of offer in response to Purchase Enquiry No. HPNLU/Library/EO/2024-01 Dt. - -2024 to purchase books for the Library of HPNLU Shimla.

Sir,

I/We have read, examined and clearly understood the contents of the complete Offer Documents,

1. I/We hereby offer for the supply of books as listed in the Annexure to the Offer Documents on terms and conditions as set out in these Documents.
2. I/We hereby agree to keep the Offers open for acceptance for a period of 90 (ninety) days from the date of opening of our offer.
3. I/We hereby agree to abide by and fulfil all the terms, conditions, and provisions set out in the Offer Documents.
4. I/We hereby declare that the information, particulars, etc furnished by me/us are true and correct, the copies of documents furnished are true copies of their originals and that I/We have not suppressed/withheld any material facts, particulars, information, documents, etc.

Yours faithfully,

Signature of Partners/Proprietors:

Date (with Firm's Seal):

Enclosures:

- Scanned copy of duly signed and stamped pages of Instructions, Terms & Conditions.
- Book list with quoted/offered price in Excel format.



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Annexure

LIST OF BOOKS