



**HIMACHAL PRADESH NATIONAL LAW UNIVERSITY, SHIMLA**

(Established under the Himachal Pradesh Act No. 16 of 2016)

**TENDER FOR SUPPLY OF PRINT BOOKS  
TO THE HPNLU LIBRARY**

**(Through Offline Mode)**



## 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>

No.: HPNLU/Accounts/2024-25/Tender/14

Date: 06.02.2025

### Request for Proposal for Supply of Print Books to the Library to Himachal Pradesh National Law University, Shimla (Through Offline Mode)

Sl.No	Description	
1.	Tender Subject	Supply of Print Books to HPNLU Library
2.	Cost of the Tender	<b>Rs 5000.00</b> (Non-Refundable) is to be paid in the form of DD in favor of "Registrar, Himachal Pradesh National Law University, Shimla" and payable at Ghandal, Shimla. No MSME registered agency can be given exemption.
3.	Document Download start date	06.02.2025
4.	Last Date & Time of Submission of Tender bids	Tenders can be submitted up to 02.00 PM on or before <b>20.02.2025</b>
5.	Tender Opening Date	The Tender shall be opened <b>at 03.00 pm on 21.02.2025</b>
6.	Place of Tender Opening	Registrar's Office, Himachal Pradesh National Law University, Shimla.
7.	Earnest Money Deposit (Towards Refundable Security)	Rs 2,00,000/- (Two Lakhs) in form of DD only in favour of Registrar, Himachal Pradesh National Law University, payable at Shimla. MSME registered agency can be given exemption only in EMD. Interest shall not be paid on security deposit by the University.
8.	Contact Details	Email: <a href="mailto:registrar@hpnlu.ac.in">registrar@hpnlu.ac.in</a> or <a href="mailto:librarian@hpnlu.ac.in">librarian@hpnlu.ac.in</a>



## 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>

### IMPORTANT INSTRUCTIONS

1. **Tender Documents:** The “Tender Documents” consist of the (a) Request for Proposal, (b) Instructions to bidders, (c) General Terms and Conditions, (d) Application Form, and (e) Financial Bid & List of Books. The supply, upon order placement, will be governed by these documents collectively.

2. **Manner of depositing the Bids:** The Technical and Commercial bids are to be submitted in two separate sealed envelopes, duly marked as “Technical Bid”, and “Commercial Bid”. Sealed Bids then should be put into third envelop for superscribing “Bid for the Supply of Print Books in the Library” and should also bear the Tender Ref. No.... & Date. The bid must be submitted with the firm’s name, address, official seal, and duly signed by an authorized representative of the Bidder. The bid should be dispatched to ‘**The Registrar, Himachal Pradesh National Law University, Shimla’16 Mile, Shimla-Mandi National Highway, Ghandal, District Shimla, Himachal Pradesh-171014**’ by hand or by registered post or speed post to the above-mentioned address, and should reach by the due date and time. Late tenders will not be considered, and the University shall not be held responsible for any postal delays or the non-delivery/non-receipt of bid documents.

Note: Sealed envelope of Commercial bid should have the financial bid Annexure along with the list of books & rate quoted along with applicable discount as mentioned in the financial bid annexure. Further technical bid envelope should have the technical eligibility criteria documents along with declaration.

3. **Obtaining the Tender Documents:** The detailed Tender Documents can be downloaded from the HPNLU Shimla website at [www.hpnlu.ac.in](http://www.hpnlu.ac.in).

#### 4. Eligibility Criteria (Technical criteria):

- 1) The bidder should have minimum 3-year experience in supply of books etc. of a minimum average 20 lakhs per year and Single purchase order having order value should be minimum Rs 5,00,000/- or above during any of the last three financial year for the supply of printed books ( Purchase order copy ), to Government Universities/Institutions eg. Central/State Universities, NLUs, IITs, NITs (attach relevant documents supply order/ empanelment letter). Satisfactory service certificate shall be enclosed.
- 2) Vendor(s)/supplier(s)/distributor(s) must be registered with the Book Publisher & Book Seller’s Association (National/State) AIPB, FPBA, DSBPA etc. The copy of membership registration shall be submitted.
- 3) The vendor should be distributor/ dealer of all major Indian & Foreign publisher like, EBC, Lexis Nexis, Sage, Oxford, Roultdedge,Thomson&Reuters,Sweet&Maxwell,Springer,Wiley etc. and the proof of this effect has to be attached .

- 4) The bidder should have average annual turnover of Rs. 50 lakhs (Rupees Fifty Lakhs Only) during last 3 financial years. CA certificate of audited turnover for 3 years must be attached and audited financial statements for the three financial years from 2021-22 to 2023-24.
- 5) The bidder should have valid Registration with GST and Income Tax Dept. If exemption is available (attached declaration).
- 6) The bidder must submit a certificate that his firm is not blacklisted by any Government Agency.
- 7) The vendor must be authorized distributor, dealer, and supplier of academic book publisher (certificate attached).  
Agency will not be allowed to engage any other Sub-agency to execute the assigned work/job. In such event, the empanelment will be cancelled and security money will also be forfeited. Consortium / Joint Venture is not allowed for any condition.

#### 6. Filling and Submitting the Tender Documents:

- (i) Provide accurate and complete information with supporting documents.
- (ii) Fully fill each column/sub-column of the Form of Tender.
- (iii) Avoid erasures, overwriting, or corrections. If necessary, make corrections clearly and legibly, attested by the Bidders.
- (iv) The Tender Documents must be signed by the Principal Officer, Partner, Proprietor, Authorized Officer, or Power of Attorney Holder.
- (v) Each page of the Tender Documents must be signed and sealed by the Bidders.
- (vi) No conditions altering the Tender Documents will be entertained. Additional comments may be included in a covering letter.
- (vii) In case of discrepancies, the hard copy of the Tender Documents will prevail. Rates in words will be considered for evaluation.
- (viii) Do not detach any part of the Tender Documents.
- (ix) Delayed submissions will not be considered.

#### 7. Essentials for Making a Tender:

- (i) **The firm must quote at least 70% of the titles listed in the tender, and supplying these titles is mandatory upon selection.**
- (ii) Quote for the latest edition of books.
- (iii) **Ensure that quoted books have availability with the publisher/market, and which can be supplied.**
- (iv) State the number of volumes for titles in multiple volumes.
- (v) Quote prices of foreign publications in the publisher's currency and Indian publications in INR.
- (vi) For foreign publications purchased from Indian units, apply the conversion rate as on the purchase date.
- (vii) Deliver books free of all expenses to HPNLU Shimla Library.
- (viii) If the vendor is unable to supply the books from confirmed PO'S within stipulated time period penalty will be levied at 2% of order value. After the expiry of timeframe as mentioned in contract as signed, the purchase order automatically stands cancelled. This is without prejudice to any other right available to the University.

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

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

10. **Opening and Evaluation of Tenders:**

- (i) Tenders 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 Tender will be accepted. Orders will be placed by email.
- (iv) HPNLU Shimla's decision on acceptance/rejection will be final.

11. **Purchase Order:**

The purchase orders will be placed with the suppliers, quoting the **maximum discount rate & titles**.

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

13. **Clarifications:** Clarifications must be confirmed in writing by the Library In-Charge through email at [librarian@hpnlu.ac.in](mailto:librarian@hpnlu.ac.in) to be binding.

14. **Final Decision:** The Registrar of HPNLU Shimla will have the final decision on all disputes. The University reserve the right to postpone, cancel or reject tenders without reason and bidder should be aware of potential rejections if the information is inaccurate. The university decision is final and enforceable.



**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>

### 'Terms and Conditions.'

#### **1. Scope of Supply**

- (i) **Latest Indian/Paperback editions of books**, must be supplied. In case non-availability, Foreign/Hardback **can be quoted & supplied**.
- (ii) The supply should be free of freight charges.
- (iii) Pirated Books strictly prohibited, it leads to immediate ban of supplier.
- (iv) The books should be dispatched to *"The Librarian, 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) weeks (maximum) - for Indian/Foreign titles**.
- (iii) After the expiry of the timeframe, the purchase order automatically stands cancelled.
- (iv) 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.
- (vi) **Payment will be made by the H.P. PWD, Dhama Division, Shimla.**
- (vii) **Invoice should be raised before 28.02.2025 (Mandatory).**

### b) Mandatory enclosures with invoice:

- (i) A copy of the publisher’s invoice as proof of price.
- (ii) A currency conversion proof.
- (iii) The books having price thereof printed therein shall be billed at the printed price or the current catalogue price of the Publisher for the book whichever is lower.
- (iv) The books not having printed price of the book shall be billed at the pre discount price of the book at which the Supplier has purchased the same or the current catalogue price of the Publisher for the book which is lower.
- (v) Every price proof and currency conversion proof should contain **the seal and authorized signature.**
- (vi) 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.
- (vii) In the Invoice, the P.O. serial number of each title should also be mentioned.
- (viii) 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.

**Note : In case of identical discount preference will be given by the bidders in financial bids , then preference will be given to the identical bidders for further discount negotiations as per the criteria fixed by the HPNLU, Shimla and Minimum time period of delivery of books along with maximum supply of books for the selection of bidder as per the tender conditions .**

**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) 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.
- (iii) The cancelled orders will be placed with other suppliers.

**7. Validity of the Tender:**

- (i) The Tender'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.



**Application Form**  
**for Book suppliers, distributors, and publishers to supply print books**  
(Please read the terms and conditions carefully Before filling the form)

S.No.	Particulars	Details (To be Filled by Firm)
1.	Name of the Firm	
2.	Address of head office and branch officers	
3.	Registration Number (Enclose copy)	
4.	If partners Name of the Partners	
5.	Firm Bank Account No.	
6.	Bank Branch Name:	
7.	IFSC Code:	
8.	PAN/TAN No. (Enclose copy)	
9.	Please provide an affidavit on a non-judicial stamp paper of Rs. 50.00 for not having black-listed by any of the Institutes or Universities or Government organizations in India. (Enclose copy)	

**DECLARATIONS**

I/We .....(names of partners/proprietors or shareholders) do hereby declare that the entries made in this application form are true to the best of our knowledge.

Signature of Partners/Proprietors:

Place:

Date (with Firm's Seal):

## DECLARATIONS

(On Firm's Letter head)

**(i)** (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 our knowledge.

**(ii)** I/We also hereby declare that all matters related to HPNLU 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. \_\_\_\_\_, whose signatures 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.

**(v)** *I / We can supply minimum of 70% of titles, as per the quoted discounted rates, for the book list provided in the Tender.*

**(vi)** I / We have read and understood the terms and conditions of HPNLU as mentioned in the document and consciously agree to abide by them.

Yours faithfully,

Signature of Partners/Proprietors:

Date (with Firm's Seal):



**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>

**Financial Bid  
(For Supply of Books)**

Name of the Firm.....

Address & Telephone Number.....

.....

Contact Person Name .....

Contact No..... Email .....

S.No.	Category of Books	Discount Rate (in round figure)	No. of titles Quoted
1.	Indian Publication / Indian Reprints		
2.	Foreign Publication / Foreign Reprints		
3.	Bound Journals		
4.	Government Publication		
5.	Low Discount Publication (Indicate the name of the publisher)		

**Note:** Minimum Discount is 20 % Mandatory, except Govt Publications and Low Discount Publications.

**Note:** Shortlisting for successful bidder (s) will be based on highest discount offered for each category of books.

**DECLARATION:**

It is certified that the information furnished above is correct. We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same. The signatory to this bid is authorized to sign such bids on behalf of the organization.

**Signature:** .....

**Name:** .....

**Enclosure:** Attach the Category wise quoted Book List

## **Annexure-I**

### **LIST OF BOOKS**