



# 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-G(4)-78(10)/2022-23/01

Dated: 10.05.2022

## TENDER DOCUMENT

Terms and conditions for the Supply of Print Journals to HPNLU Library are given as follows:

1. The tenders must be submitted in a sealed cover envelope super scribed with "Tender for the Supply of Print Journals to HPNLU Library" addressed to The Registrar, Himachal Pradesh National Law University, Shimla.
2. Tenders received after the due date and time will not be entertained in any circumstances.
3. The selected firm upon receipt of confirmed order shall process 'Institutional subscription' and will make the advance payment to the respective publisher from their own source on behalf of HPNLU Library for the Periodical titles ordered with them. Afterward, they will raise their bills along with the subscription price proof of the publishers.
4. The firm has to provide the subscriber number allotted by the publisher against Journals subscribed.
5. The Journals available in dual currencies should be billed in the original currency, and converted into Indian Rupees.
6. **Security Deposit:** The successful bidder shall furnish Rs.5,000/- (Five Thousand Only), as the security deposit, in the form of a Demand Draft drawn from any Scheduled Bank in favour of "The Registrar, HPNLU Shimla" payable at Shimla. This security deposit will be returned after one (1) month, i.e. in January 2023.
7. The firm has to specify clearly the Flat discount to be given for the supply of Journals keeping in view the total order value. No conditional discount will be considered.

8. Journals ordered should be delivered at the address "*The Librarian, Himachal Pradesh National Law University, 16 Mile, Shimla-Mandi National Highway, Ghandal District Shimla, H.P.-171014*", by **India Post** to HPNLU Library in good condition.
9. The firm shall procure all the Journals subscribed for the HPNLU Library from the respective publisher at no additional cost and supply the same to the library.
10. The firm has to inform about the availability of free online access to the ordered Journals to the HPNLU Library.
11. Free online facilities of Journals wherever it is applicable with the print order have to be IP authenticated on the University's Static IP Address.
12. Activation of online Journals has to be done by the firm without charging any additional charges or subscriptions.
13. The firm will provide all the facilities of the subscription model/license agreement with the publishers where ever applicable.
14. The firm has to send periodical reminders automatically to the publishers concerned for any non-receipt of the issue and send copies of reminders to us for our verification and records. **The firm should provide web-based claim management support** so that the order/delivery/claim status can be checked by HPNLU Library as and when required. The company should submit documentary evidence (in the form of website printouts) of such a facility and also give a website address where this service can be checked.
15. **Missing Issues, Delay in Supply**
  - (a) The firm shall monitor claims for missing issues of Journals, if any, and arrange to provide the same within a reasonable period.
  - (b) The firm shall have to accept full responsibility for the refund in the case where any issue of a journal is not supplied to the library. In case of incomplete supplies, the subscription cost of missing issues must be refunded.
  - (c) The firm shall refund to HPNLU Shimla, the full amount of subscription of Journals, which are not supplied, within six months from the date of purchase.

16. **Liquidated Damages:** If the firm fails to deliver any or all the Journals within the time period specified in the contract, HPNLU Shimla, shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% (half percent) of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10% (ten percent) of the delayed Journals. Once the maximum is reached, HPNLU Shimla may consider termination of the contract, if the same has not been terminated already.

Further during the above-mentioned delayed period of supply and of performance the firm, notwithstanding any stipulation in the contract for an increase in price for any ground, shall not be entitled to any increase in price and cost, whatsoever, which take place during the period of delay. But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price and cost on any ground during that period of delay.

17. In the event of any of the copies of the said Journals being lost in transit or in the event of the firm failing to supply any such copies after publication for any reason whatsoever, the firm shall replace all such copies as may have been lost in transit or as the case may be supplied to the HPNLU Shimla, without any extra charge on receipt of intimation in this behalf. The standard penalty clause and liquidity damage clause will be applicable.

18. If the firm fails to deliver an issue of any Journals within a specified period, they will refund the proportionate subscription amount for the undelivered issue to the HPNLU Shimla, or give a supply status report and wherever the publisher delay is there, the time may be extended by the HPNLU for delivering of issues, at the request of the firm for extension of time with supporting documents/proof and after due consideration by HPNLU Shimla.

19. The HPNLU Shimla shall reserve the right to terminate the contract on one month's notice in writing to the firm without assigning any reason, whatsoever, and on such termination, the firm shall refund to HPNLU the proportionate subscription amount for the undelivered period.

20. No interest would be payable on the amount paid by the subscription agent to the

publisher on account of the delay in payment by HPNLU Shimla.

21. The firm should give an undertaking that the firm has the necessary permission to deal with foreign and Indian Journals subscriptions and make necessary payments in foreign and Indian currency. Further, it should fulfil all statutory requirements.
22. The Registrar, HPNLU Shimla, reserves the right to discontinue the service of the firm on the basis of performance in terms of the supply of Journals subscribed through them.
23. The number of Journals to be supplied as per tender may be increased or decreased at any stage of the contract by HPNLU Library.
24. All the Journals are to be supplied as per order and supply of the Journals should commence from the **“1<sup>st</sup> Issue of the volume starting during the year”** unless specified otherwise.
25. The rates of the Journals/titles must be submitted only by charging on the current bank exchange rate (GOC).
26. **Force majeure:** Any failure of omission or commission to carry out the provisions of the contract by the firm shall not give rise to any claim by either of the party to the contract, if such failure or omission or commission arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane or any pestilence or from civil strikes, compliance with any statute and/or regulation of the government lockouts and strikes, riots, embargo or from any political or other reasons beyond the firm's own control including war (whether declared or not) civil war or state or insurrection provided that notice or the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force majeure conditions.
27. **No gratification clause:** The bidders will give an undertaking that they will not try to gratify any person or use any other unfair means involved in the purchase of the quoted Journals. This will also debar the company for participation in the tenders floated or to be floated by the HPNLU Shimla and suitable action will be initiated against such defaulters.
28. The bidders will not form a part of the cartel and put in supporting quotations for

some other companies. This will debar the company from participating in other tenders floated or to be floated by this University. The University can compare the prices of other bidders L2, L3, etc. also the prices quoted in other tenders for the same products, and in case of discrepancy suitable action will be initiated.

29. **Non-black listing:** The firm has to certify that it has neither been blacklisted by any Central / State Government / Public Undertaking / Institute nor has any criminal case registered/pending against the firm or its owner/ partners anywhere in India.
30. In case of any dispute arising out of their contract, the decision of the Registrar, HPNLU Shimla will be final and binding to both parties. All legal disputes, if any, shall be subject to Shimla Jurisdiction only.
31. The quantity of tender is always subject to change and the competent authority has the absolute right to accept or reject any or all tender(s) in part or full, without assigning any reasons thereof.
32. The Firm fulfilling the Technical bid conditions, will qualify for the Financial Bid.
33. The Firm with the lowest aggregate price (L1) with maximum titles, will be awarded with the tender.
34. The Registrar, HPNLU Shimla will reserve the right to change or modify or amend or substitute any clause(s) in the "Terms and Conditions", if required at any time.
35. The Registrar, HPNLU Shimla will reserve the right to approve or reject any or all of the applications of Firms, and his decision will be binding on both parties.
36. Tenders should be filled with neat, legible, and correct entries both in the figure as well as in words. Alteration, erasers, and indistinct figures should be avoided. Any corrections in the quoted rates by the Tenderer shall be made in ink only and shall be signed by the Tenderer.
37. The Registrar, HPNLU Shimla on behalf of HPNLU Library reserves the right to accept or to reject any or all terms(s) of the tender at any stage without assigning any reason. The decision of the Registrar, HPNLU Shimla in this regard will be final and binding.

I accept the terms and conditions mentioned above and agree to abide by these terms and conditions.

**Signature of the authorized person of the firm with an Official Seal**

**Place:**

**Date :**



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## Part-A

### TECHNICAL PROPOSAL

(The Technical Proposal is required to be submitted separately in a sealed cover.)

(Please read the terms and conditions carefully before filling out the form)

#### 1. Firm Registration and Communication details:

Name of the Firm:	
Year of Starting:	
Firm Registration No.	
Address of Head Branch Office:	
Name of Director(s)/Partner(s):	
Landline No.(s) :	
Email (working):	
Website:	
Contact Person Name:	
Landline/Mobile No(s)	

#### 2. Company Financial Details:

Firm Bank Name:			
Firm Bank Account No.			
Bank Branch Name:			
IFSC Code:			
PAN/TAN No.:			
GST No.:			
Net worth (In figures and words)			
Direct Import License (If any) Attach Copies			
Annual Turnover (Attach Copies)	2021-22	2020-21	2019-20

#### 3. Membership Proof of Publisher/Bookseller Associations (GOC/FPBAI or any other State/National Association.

4. Are you a distributor/dealer/stockiest/exclusive/preferred agent of any publisher? If so, please **attach copies** of the authority letters issued by the publishers along with the details of your distributorship/dealership / stockiest/ exclusive or preferred agents.
5. Is the firm an Income Tax payee? If so, please **attach a copy of the Income Tax Returns for the last three consecutive years.**
6. Past experience in Supply of Journals to Universities/Institutions:

Name of major Client Universities / Institutions ( <b>Attach the copies of the latest purchase orders with appreciation Certificate from the client Libraries.</b> )
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7. Please provide an affidavit on a non-judicial stamp paper of Rs. 50.00 for not having been black-listed by any of the Institutes Universities or Government Organizations in India.
8. Tender Application Fee amounting to ₹500/- having DD No. .... dated .....

*Certified that the aforesaid information is true to the best of my knowledge and belief. In case of any false statement observed, later on, I/ We shall be liable for the consequences.*

**Signature of the authorized person of the firm with an Official Seal**

**Place:**

**Date :**



## DECLARATIONS

- (i) I/we ..... do hereby declare that the entries made in this application form are true to the best of our knowledge.
  
- (ii) It is certified that all the information furnished by me/us is correct. In case it is found incorrect, I/we have no objection if my/our bid is rejected or cancelled by Director, HPNLU, and I/we agree to abide by the terms and conditions mentioned above.
  
- (iii) I/we hereby declare that all matters related to HPNLU, Shimla shall be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority.
  
- (iv) Mr.(s)....., whose signatures are given below, is an authorized representative of this firm.
  
- (v) I/we undertake the responsibility to communicate all subsequent changes in the constitution or working of the firm, affecting the accuracy of the facts, stated above.
  
- (vi) I/we have read and understood the terms and conditions of HPNLU, Shimla as mentioned in the document, and consciously agree to abide by them.

**Signature of the authorized person of the firm with an Official Seal**

**Place:**

**Date :**

**NON-BLACKLISTING CERTIFICATE**  
**(To be provided on letterhead 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 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.

**Signature of the authorized person of the firm with an Official Seal**

**Place:**

**Date :**

Document Check List				
S.No	Title	Attached (Yes/No)	Annexure No.	Page No(s)
1.	Firm Registration (Attach Copy)		Annexure-A	
2.	Permanent Income Tax Account No. of the Firm (Attach Copy)		Annexure-B	
3.	GST Registration No. (Attach Copy) (If any)		Annexure-C	
4.	Membership: GOC/FPBAI etc. (Attach copy)		Annexure-D	
5.	Bank Account Details (Attach Copy)		Annexure-E	
6.	Direct Import License (if Any) (Attach Copy)		Annexure-F	
7.	Income Tax Return of last three Financial Years (Attach copies)		Annexure-G	
8.	Annual Financial Turnover of last three Financial Years, certified by the Chartered Accountant		Annexure-H	
9.	Non-Backlisting Certificate (Attach Certificate)		Annexure-I	
10.	Purchase Orders of Client Universities/Institutions (Attach the copies of <b>latest purchase orders with appreciation certificates</b> of client Libraries)		Annexure-J	



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## Part-B

### FINANCIAL PROPOSAL

(The financial Proposal is required to be submitted separately in a sealed cover.)

The Registrar,  
HPNLU Shimla.

Sub: "Financial Proposal for the supply of Print Journals to HPNLU Library for the year 2022"

Dear Sir,

With reference to No **HPNLU-G(4)-78(10)/2022-23/01** Dated: 10.05.2022, we are hereby submitting our financial proposal for the supply of Print Journals given below.

S.No.	Name of the Periodical	Periodicity	Price Quoted by the Firms (Including postage and delivery charges)			
			Price (In Original Currency)	Price (Rs.)	Discount (%)	Net Amount
1.	American Journal of Comparative Law	Quarterly				
2.	British Yearbook of International Law	Annually				
3.	Cambridge Law Journal	Tri-Annually				
4.	Columbia Law Review	Monthly				
5.	Contributions to Indian Sociology	Tri-Annually				
6.	Indian Journal of Industrial Relations: Shri Ram Centre for Industrial Relations and Human Resources, New Delhi.	Quarterly				
7.	International Journal of Constitutional Law	Quarterly				
8.	Journal of Competition Law and Policy by CCI	Annual				
9.	Journal of International Law by ISIL	<b>Quarterly</b>				
10.	Journal of the Indian Law Institute (JILI)	Quarterly				

11.	Labour and Industrial Cases: All India Reporter Ltd.	Monthly				
12.	Labour Law Journal: Lexis Nexis.	Monthly				
13.	Oxford Journal of Legal Studies	Quarterly				
14.	PTC Law Journal 2021	Monthly				
15.	Public Law by AIMA	Monthly				
16.	Tax Law Weekly by Taxmann	Weekly				
17.	Vikalpa (IIM AHMEDABAD)	Quarterly				
		<b>Grand Total</b>	<b>Rs.</b>			
		<b>In words</b>				

Note: The price should be quoted in same order as given in the list.

**Signature of the authorized person of the firm with Official Seal**

**Place:**

**Date:**