



सत्ये स्थितो धर्मः

NATIONAL LAW UNIVERSITY, ODISHA, CUTTACK

(Established by Act 4 of 2008)

OFFER DOCUMENTS

For

Purchase of Books for the University's Library.

(Purchase Enquiry No. NLUO/LIBRARY/2018(3) Dt.26.11.2018)

The Professor In-Charge, Library
NATIONAL LAW UNIVERSITY, ODISHA
Kathajodi Campus, Sector - 13, CDA,
Cuttack — 753015, Odisha (India),
Telephone: 0671-2338003

E-Mail: library@nluo.ac.in

1. Invitation to Offer:

The National Law University, Odisha, Cuttack (hereinafter referred to as 'NLUO') invites offers from reputed publishers or Book Sellers for supply of books for the library of the University. 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 www.nluo.ac.in. The offers addressed to "The Professor In-Charge, Library, National Law University, Odisha, Sector-13, CDA, Cuttack-753015" shall be sent by E-mail in the Address: acquisition@nluo.ac.in so as to be delivered **by or before 3.00 P.M. on dt - 03.12.2018**. University shall not be responsible for non-delivery of the E-mail for any reason whatsoever. The offers shall be opened **at 3.30 P.M. on dt 03.12.2018** in presence of the Quotationers, who may choose to be present. The University reserves the right to accept any or reject any/all offer(s) without assigning any reason therefor. In case of any dispute, the decision of the Vice-Chancellor of NLUO shall be final and binding on the Quotationers.

Sd/
Professor In-Charge, Library
National Law University,
Odisha, Sec – 13, CDA, Cuttack.

INSTRUCTIONS TO QUOTATIONERS.

1. The "**Offer Documents**" comprises of the (a) Invitation to Offer, (b) Instructions to Quotationers, (c) General Terms and conditions, (d) Form of Offer, and (f) the List of Books. On placement order, the supply shall be governed by the 'Offer Documents' read as a whole.

2. Quotationer to fully understand the stipulations:

The headings of paras herein are not full exposition of the contents thereof. Quotationer is requested to please go through the Offer Documents completely and thoroughly and fully and completely understand the scope of the Supply & Services and the terms and conditions set out in the Offer Documents. No complaint as to the understanding of anything contained in the Offer Documents by a Quotationer will be entertained at any point of time under any circumstances.

3. Obtaining the Offer Documents:

The detailed 'Offer Documents' may be downloaded from the University's website www.nluo.ac.in.

4. The Important Dates & Events:

The above relating to this offer are given in the table below.

The Events	The Date & Time
The last date and time of receipt of offer	3.00 PM on dt.03.12.2018.
The date & time of opening of the offers received.	3.30 PM on dt 03.12.2018.

In the event, any of the above dates is declared a holiday for NLUO, the time remaining the same, the due date will be the following working day.

5. Eligibility to Offer:

A Quotationer must be in the business of supplying books at least for a period of two years. He (It) must not have been black-listed by any Library or Organisation by the date of submission of offer.

6. The Scope of Supply:

The Scope of Supply to be executed by the approved Quotationer (s) shall be as specified in Clause-3 of the 'Terms and Conditions' stated herein below.

7. Filling up & completing the Offer Documents for Submission:

- (a) It ought to be appreciated by a Quotationer that providing correct and complete information and furnishing the relevant documents in support of the information furnished are essential.
- (b) Each column/sub column of the Form of Offer shall be duly filled in with correct and complete particulars/information.
- (c) No column/sub column shall be left blank. The column/sub column which does not apply or where no particular/information is furnished shall be filled in as "Nil".
- (d) There should be no eraser or overwriting or correction in any part of the hard copy of the "Offer Documents". Correction, if any, shall be made clearly and legibly and attested by the Quotationer or his authorised Representative under seal of the Quotationer.
- (e) The hard copy of the "Offer Documents" shall be signed by the Principal Officer the Company or, as the case may be, by a Partner or Proprietor or the Authorised Officer or Power of Attorney Holder and his / her full name and status be stated below the signature under official seal.
- (f) Each page of the "Offer Documents" shall also invariably be signed and the seal of the Quotationer affixed on each page.

- (g) Signature only in the "Form of Offer" shall be construed as acceptance of all the stipulations, terms and conditions contained in the "Offer Documents".
- (h) The two witnesses to the signature of the Quotationer in the "Form of Offer" shall be other than the Signatory. The full name, address, status/occupation of the witnesses must be stated with dated signature.
- (i) There shall be no rider. No condition altering or varying or modifying or annulling anything stated in the "Offer Documents" shall be entertained. Any addition otherwise may, however, be recorded with complete details in a covering letter. Separate sheets, wherever required, may be attached. The right to decide on such addition(s) is reserved.
- (j) In case of any discrepancy in the quoted rates or any other information stated in the Offer submitted by E-mail and the hard copy of the "Offer Documents" that stated in the former shall prevail; in case of any discrepancy of the rates either in figures or words, the rates in words will be considered for evaluation.
- (k) No part of the "Offer Document" shall be detached and retained by the Quotationer.
- (l) The books intended to be purchased by NLUO are listed in a statement called "The List of Books to be Purchased" appended to the Form of Offer. The Serial No. of each book shall be the 'reference No'. for the respective book and be referred to accordingly.
- (m) NLUO shall not be responsible for delayed submission/receipt of offers for any reason whatsoever. Delayed offers shall not be considered.

8. Essentials for making an offer:

- (a) The rates shall always be for latest publication of the book. The Offer for the latest edition shall always be the preferred choice. Therefore, a Quotationer need to ascertain the latest position and offer accordingly.
- (b) A Quotationer need quote for books which according to him is in print or available in the market or can be arranged to be supplied by him even if out of print so that after the order is placed, no occasion arises for him to say that the book is out of print and cannot be supplied.
- (c) If a particular title comes in more than one volume, the number of volumes must be stated in the offer made.
- (d) Prices of Foreign publications (foreign prints) shall be stated in the currency in which the books are sold by the Publishers. Where a book is sold in more than one currency, the particular currency in which the

offer is made cannot be altered later at any stage, if to the disadvantage of NLUO.

- (e) Foreign Publications (foreign print) will be preferred. However, where Indian Print of a Foreign Publication is offered, **it must be marked as “(IP)”** in the appropriate column. The prices in INR need be stated.
- (f) Prices of Indian publications shall be quoted in the INR as usual.
- (g) For a foreign publication purchased or to be purchased by the Supplier from Indian Unit of the foreign publisher of the book, the conversion rate to INR at which such purchase is made shall apply and the INR payable for the pre-discount price of the book in the foreign currency shall be the INR equivalent of the published price of the book; that is to say that the conversion rate as on the purchase made shall apply to supply of books to NLUO.
- (h) Where a foreign publication imported or intended to be supplied on import from a foreign publisher outside the country, the conversion rate to INR at which the purchase is made by the Supplier shall apply and prices in INR paid/ payable to the Quotationer in INR for the pre-discount price of the book in satisfaction of the price in foreign currency shall be the INR equivalent of the published price of the book.
- (i) Pre-discount prices of the books shall be for delivery of the books free of all expenses to NLUO at its library at Kathajodi Campus, Naraj, Cuttack. No expenses or charges therefor will be paid extra.
- (j) A Quotationer shall quote the maximum rate of discount in percentage of the pre-discount price of each book, it may choose to offer.
- (k) Quotationers are requested to submit their firm and final offers.

9. Submission of Offer:

A Quotationer shall submit his (its) offer (Form of Offer with Annexure) by E-mail addressed to “The Professor In-Charge, Library, National Law University, Odisha, Sector-13, CDA, Cuttack-753015” shall be sent by E-mail in the address acquisition@nluo.ac.in so as to be delivered by or before **3.00 P.M.** on **dt 03.12.2018**.

9.1. Documents to be submitted along with the Offer for the new suppliers:

The Form of Tender along with the Annexure duly completed shall be submitted by E-mail. The hard copy of the offer sent by post shall be accompanied by---

- (a) A copy of the certificate of incorporation/ registration with Registrar of Firms.
- (b) Such document(s) as would evidence the number of years, a Quotationer has been in business.
- (c) A self-signed statement that the Quotationer has not been black-listed

- by any Library or any Educational Institution.
- (d) A copy of PAN card of the Quotationer.
 - (e) Any other document, a Quotationer considers necessary and relevant.

10. Period of validity of offers for acceptance:

The offer once submitted shall remain valid for acceptance for a period of 90 (ninety) days from the date of opening of the offer, as stated above. It shall not be open to a Quotationer to withdraw the offer after submission or vary the rates quoted and/or the terms and condition of offers during this period for any reason under any circumstances.

11. Rejection of Offer:

Without prejudice to the right of NLUO to accept any or reject any offer without assigning any reason therefor as stated in the "Invitation to Offer" herein above and subject to the stipulations, as stated otherwise elsewhere in the Offer Documents, non-compliance of any of the conditions herein stated may, at the discretion of NLUO, render an offer liable for rejection.

12. Opening and Consideration of Offers and placement of order:

(a) The offers received by E-mail will be opened and downloaded on the date of opening of offer commencing from the time specified for the purpose in presence of authorised Officers. Comparative evaluation of the offers received by the specified date and time shall be taken up on the basis thereof and later confirmed from the hard copy opened at the date and time also specified above.

(b) Negotiation on any aspect of the offer will not be made ordinarily. In the consideration of NLUO, should there be need for negotiation with any Quotationer, it may be taken up by E-mail. A Quotationer may be required to confirm their position the same day.

(c) On comparative evaluation, a quotationer shall be chosen on the basis of lowest offer from amongst the offers found suitable. NLUO may accept any offer, it considers best. Order shall be placed by E-mail in the address stated in the offer documents.

(d) The decision of NLUO in the matter of consideration and acceptance/rejection of an offer shall be final and binding on all Tenderers. Any complaint, request, etc. in that regard from a Tenderer will not be entertained.

13. Canvassing strictly Prohibited:

Canvassing in any form whether directly or indirectly, in relation to offer made is strictly prohibited. The offer of a Quotationer who resorts to canvassing will be liable to rejection.

14. Clarifications void unless given in writing:

The stipulations contained herein are self explanatory. However, any clarification obtained by a Quotationer, unless confirmed in writing by the Library In-Charge, whether by E-mail or otherwise, shall not be binding on NLUO.

15. Correspondence & Reference therefor:

Except as permitted herein, no correspondence, from any person in any matter relating to this Tender will not be entertained by NLUO. This Invitation to offer bears the reference No. NLUO/LIBRARY/2018(3) Dt 26.11.2018. This number may please be referred to in all such correspondences.

16. Finality of decision:

In the event of any dispute in any matter relating to or arising out of acceptance or rejection of any offer and all matter incidental thereto, the decision of the Vice Chancellor, NLUO shall be final and binding on all concerned.

TERMS & CONDITIONS:

1. DEFINITIONS:

Unless the context otherwise requires, the following words and expressions wherever used in the Offer Documents shall have the meaning assigned to them below.

- 1.1. "NLUO" shall mean the National Law University, Odisha established by Act 4 of 2008 passed by the Legislature of the State of Odisha.
- 1.2. "Library Committee" shall mean the Committee constituted by the Vice Chancellor to look into the affairs of the Library.
- 1.3. "Library In-Charge" shall mean the Faculty appointed by the Vice Chancellor as the Supervising Officer of the Library.
- 1.4. "Supplier" shall mean an approved Quotationer who is awarded an order for supply of books.
- 1.5. "Vice Chancellor" shall mean the Vice Chancellor of National Law University, Odisha, Cuttack.

2. SCOPE OF SUPPLY:

The Scope of Supply to be executed shall include—

- (a) supply of the exact titles, covered under the order for supply,
- (b) of latest edition and fine print of the publisher.,
- (c) of specific binding,
- (d) in brand new condition.

- (e) Delivery of the books to the library of NLUO in Kathajodi Campus, Cuttack solely at Supplier's cost and risk and free of all expenses to NLUO.
- (f) Such other services provided or done by the Supplier, whether herein stipulated or not, yet are essential for effecting the supply or the delivery as above to the satisfaction of NLUO.

3. SUPPLY & DELIVERY PERIOD:

For the purpose of supply of the books against order placed, Supplier shall ensure that— (i) the right title confirming to the supply order, and (ii) of latest edition (iii) in brand new condition good for delivery are only selected for supply. Only such books shall be delivered in brand new condition at the Library of NLUO at Kathajodi Campus, Naraj, Cuttack as promptly as possible and completed in all respects within the period of delivery agreed to by the Supplier as stipulated in the order for supply. The mode of delivery may be as chosen by the Supplier. However, the books may be duly packed so that no damage or loss of any kind occurs in transit.

As the scope of the supplies include delivery of the books solely at Supplier's cost and risk and free of all expenses to NLUO, in case, NLUO is called upon to take the delivery of parcels from Railways/Roadways/ Couriers, it shall be entirely at the cost and risk of the Supplier and the expenditure incurred therefor shall be recovered from the bill of the Supplier.

4. VERIFICATION & ACCEPTANCE OF BOOKS DELIVERED:

(a) The books delivered shall be received by the designated official of the Library subject to verification. The books which on verification are found to be of the following kind shall not be accepted and accounted for against the order for supply.

- (1) The titles not confirming to descriptions and stipulations as per the order of supply.
- (2) The books not containing a page(s) or containing cut or torn or damaged or blank or half printed page(s), etc, etc which is not as good as the pages of a new book.
- (3) Damaged or old copies of books or those not in brand new conditions or noticed not have been published by the publisher.

(b) The books which 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. In case the University is requested to despatch the unaccepted books Railways/Roadways/Courier, it shall be entirely at the cost, risk and responsibility

of the Supplier. All expenses incurred for so despatching such books shall be charged to the Supplier and deducted from his/its bill.

(c) 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) The Supplier shall bill for the accepted books accordingly as follows.

- (i) 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.
- (ii) 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.
- (iii) The conversion rate into INR for the book priced in foreign currency shall be the rate at which the book was purchased or paid for by the Supplier on its purchase by him i.e. the conversion rate on the date of purchase or payment by the Supplier.
- (iv) Net amount payable in INR shall be arrived at after applying the rate of discount as accepted by NLUO and confirmed to the Supplier in the supply order placed.

(b) Certificates to the effect that “the book(s) covered under this bill/invoice is/are the original print of the publishers and are not remaindered titles” shall be recorded in the bill.

(c) Each bill shall be in Triplicate and each copy appropriately marked as Original or duplicate or triplicate, as the case may be.

(d) The titles in a Bill should be in the same order as listed in the Supply Order.

Further, each Bill shall clearly state— (i) the supply order No. and date, (ii) the reference No. of each title (the serial number thereof as in the **Annexure** enclosed), (iii) the number of volumes of the title, (iv) number of copies, the price in foreign currency, (v) the conversion rate into INR, (vi) pre-discount price in INR claimed, (vii) % of discount deducted, (viii) the net amount in INR claimed, etc in respect of each of the titles covered under the bill/invoice. Should it not be convenient to state all the

particulars as above in the Bill itself, a statement containing the said particulars with the bill no. and date stated thereon shall be enclosed to each bill.

(e) Supplies against different supply orders shall not be clubbed together in one bill.

(f) Each bill must be accompanied by the following documents relating to the titles covered under the bill.

- (i) Copy of the purchase invoice(s) in respect of foreign books (foreign print) whether imported from outside the Country from the Foreign Publishers or purchased in India from the Indian Unit of such Publishers.
- (ii) Copy of proof of catalogue price of the book. Web down load may be furnished.
- (iii) Copy of proof of conversion rate at which the Supplier has paid for the book on purchase.

All the documents furnished shall be full and complete copies of their originals and be certified as "True Copy" under the signature and seal of the Supplier. Document tampered in any way will not be accepted.

(g) In order to facilitate prompt payment, the Supplier shall ensure that each bill/invoice furnished by him is correct and complete in all respects and the accompanying documents are in order. All such bills shall, to the extent of the books accepted by NLUO, be paid in full within 20 (twenty) days of receipt of the bill/invoice. Where a bill is not found not to be so, the Supplier shall take prompt steps to make good the deficiencies or submit revised bills as may be appropriate to enable early payment.

6. THE CONTRACT & CONTRACT DOCUMENTS:

The Offer Documents read with the Order placed on a Supplier for purchase from him or supply by him of books as per such order shall be the contract governing the terms and conditions of supply of such books.

7. STATUTORY LIABILITIES & COMPLIANCE THEREOF:

(a) Compliance of the provisions of all laws relating to supplies under these terms and conditions shall be the burden and responsibility of the Supplier who shall comply all of them to the satisfaction of the Statutory Authorities concerned.

(b) All taxes, levies, cess, etc. payable, if any, shall be to the account of the Supplier.

(c) Any liability, monetary or otherwise, on account of non-compliance or violation of any such Law and all expenses arising out of statutory proceedings, suits or other legal proceedings for such non-compliance or violation shall be the burden of the Supplier and to his account.

(d) The Supplier, under all circumstances, shall at all times indemnify and keep NLUO indemnified against all kinds of liabilities relating to the supplies effected by him.

8. RESOLUTION OF DISPUTES AND JURISDICTION OF COURTS:

(a) The Supplier and the Library In-charge shall make every effort to resolve any dispute or disagreement amicably by discussions/negotiations. In case of any unresolved issues / disagreements / disputes, the Library Committee may go into the matter for a decision.

(b) Even after the efforts as in (a) above, any dispute arising out of or in relation to an order for supply of books either during subsistence thereof or thereafter remain unresolved, the same shall be referred, by either side, for sole arbitration of the Vice Chancellor, NLUO as per the provisions of the Arbitration and Conciliation Act 1996. Decision of the Vice Chancellor on the reference shall be final, conclusive and binding on all concerned.

(d) All disputes in the matter of an order for supply of books or incidental thereto shall be deemed to have arisen within the city of Cuttack, Odisha and shall be subject to the jurisdiction of the Courts at Cuttack.

(e) The resultant rights and obligations under a supply order will be adjudged in accordance with Indian Laws.

9. DEFAULTS:

Observance of the stipulations or terms and conditions set out in the Offer Documents and/or the supply order will be appreciated and noted by NLUO. Any deviation or violation or contravention thereof by a Supplier will not be favourably viewed and shall be taken into consideration in the event of placement of order(s) for future supplies.

10. AMENDMENTS:

The terms and conditions herein stated are intended for convenience of the Parties to a supply order to work it out. In the event, any of the terms and conditions are found to cause working difficulties or causes undue hardship, NLUO reserves the right to amend the any such term or condition as may be mutually agreed to. No such amendment unless confirmed in writing and accepted by the Parties to an order for supply shall be valid.

FORM OF OFFER

From:
Name:

Complete Postal
Address:

To
The Library In-Charge, National Law University, Odisha,
Kathajodi Campus,
Sector - 13, CDA,
Cuttack- 753015 (Odisha)

Sub: Submission of offer in response to Purchase Enquiry No.
NLUO/LIBRARY/2018(3) Dt. 26.11.2018 for purchase of books for Library of
NLUO.

Sir,

Having read, examined and clearly understood the contents of the complete
Offer Documents,

1. I/We hereby offer for 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 and conditions and provisions set out in the Offer Documents.
4. I/We hereby undertake that I/we have been in business of supply of books for a period of at least two years and have not been black-listed by any Library or Educational Institution.
5. 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,

NAME & DATED SIGNATURE WITH SEAL OF THE QUOTATIONER

Signature with name and address of Witnesses:

1.

2.

Annexure

LIST OF BOOKS