



Maharashtra National Law University Mumbai

Invitation for Expression of Interest (EOI) for Vendor Empanelment for Database.

EOI Fees: 2500/- (Non-Refundable)

(By DD in favour of Maharashtra National Law University Mumbai payable in Mumbai)

EOI Opening Date: 14.10.2021

EOI Closing Date: 28.10.2021

Interested suppliers may visit the Website www.mnlumumbai.edu.in and download the EOI. Filled in form complete in all respects may be forwarded by Email: eoimnlumumbai.edu.in and Registered/speed Post or hand delivery to **The Registrar, Maharashtra National Law University Mumbai, 2nd Floor CETTM-MTNL Building, Hiranandani Gardens, Technology Street Powai, Mumbai - 400 076.** The envelope containing the documents and DD as above should clearly mention sender's name address, telephone number and e-mail address, along with website if any, and superscribed EOI FOR Vendor Empanelment for Database. Please read General Instructions carefully. Documents must reach on or before 17:00 hours of Saturday, **30 October 2021.**

REGISTRAR,

MAHARASHTRA NATIONAL LAW UNIVERSITY MUMBAI



MAHARASHTRA NATIONAL LAW UNIVERSITY MUMBAI

(Established by Government of Maharashtra under Act VI of 2014)

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INTRODUCTION:

Maharashtra National Law University Mumbai was established under Maharashtra National Law University Mumbai Act (VI of 2014) of the Government of Maharashtra. It is a teaching and research University of National character with deep regional ethos. Professor (Dr.) Dilip Ukey is the Vice-Chancellor.

Currently, Maharashtra National Law University Mumbai is operating from 2ndFloor, CETTM-MTNL, Building, Hiranandani Gardens, Technology Street, Powai, Mumbai - 400 076.

The University invites expression of interest (EOI) from eligible publisher/vendors for vendor Empanelment for Database Supplier(s), which are located all over India and regularly supply for Government offices, Public Sector Units (PSUs), banks and higher educational institutions are requested to respond.

The objective of this EOI Document is to provide information to the interested parties about requirements of University. This EOI Document does not claim to contain all the information as may be required at the time of execution of work. Each Bidding Entity is advised to conduct its own survey for commissioning the work and check the accuracy, reliability and completeness of the information in this EOI Document and obtain independent advice from appropriate sources as deemed necessary. University makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this EOI Document. University may, at their absolute discretion, but without being

under any obligation to do so, update, amend and supplement the information in this EOI Document.

Maharashtra National Law University Mumbai invites expression of interest for “Empanelment of Vendors/publisher/distributors for the database” on prescribed format from reputed vendor(s)/supplier(s)/distributor(s).

EOI document may be downloaded from MNLU Mumbai website www.mnlumumbai.edu.in The prescribed EOI fee, as mentioned in the EOI document, shall be sent with your offer through Demand Draft (DD) drawn in favor of “**Maharashtra National Law University Mumbai**”, payable at Mumbai. Any subsequent amendments in the EOI will be available on the above mentioned website.

Duly filled-in documents must be submitted to the office of **The Registrar, Maharashtra National Law University Mumbai, 2nd Floor, MTNL-CETTM Building, Technology Street, Hiranandani Gardens, Powai, Mumbai, Maharashtra-400076** by Speed Post/RPAD or by hand, on or before **30th October 2021 up to 05:00 pm.**

1	Name of the Work	EOI for database for University
2	EOI Fee	2,500/- (Non Refundable)
3	Date of issue of EOI	14 th October 2021
4	Last date for receiving Soft copy of all the documents along with EOI Fees may forwarded by email: eoimnlumumbai.edu.in	28 th October 2021 up to 05:00 pm.
5	Last date for receiving hard copy of all the documents along with EOI Fees.	30 th October 2021
6	Address for Communication, Queries and Submission of filled EOI.	The Registrar, Maharashtra National Law University Mumbai 2 nd Floor, MTNL Building, Technology Street, Hiranandani Gardens, Powai, Mumbai, Maharashtra 400076 Tel: 022-25703187, 022-25703188

- Separate DD for prescribed EOI Fee must accompany the offer as mentioned in this document. Offers received without the requisite fee shall be summarily rejected.
- Eligibility Criteria, Terms and Conditions, Scope of Work, various format and Performa for submitting the EOI offer and other details are described in this document.

- **Do not change this document. Any change/s made in the document by the bidder will lead to disqualification. Bidders are required to sign and submit all the pages of this EOI document and all other required supporting documents.**

ELIGIBILITY CRITERIA FOR THE BIDDER

- 1) The bidder/ Company should have been in the database for at least 5 years as of October 2021. The Bidder should be registered for Sales Tax/VAT/Service Tax/Excise/GST as applicable. The copies of documentary evidence in support of this must invariably be enclosed with the offer. For Publisher – proprietary certificate
- 2) The bidder should have a turnover of at least 50 Lakhs in each of the last 3 financial years, as revealed in Annual Financial Statements reported in India in each of the last 3 financial years(2018-19, 2019-20, 2020-21).
- 3) The bidder/Company should have completed at least **THREE** projects of database Supply during last 3 years.
- 4) The bidder/Company should not have been debarred/blacklisted by any Govt. Dept. /Semi-Govt. Dept. /Educational Institute/University or any other organization. **Undertaking in this regard is to be submitted by Bidder.**
- 5) The bidder/Company should have submitted Bid Processing fees of Rs. 2,500 (Rupees Two Thousand Five Hundred only) in the form of Demand Draft in favour of “Maharashtra National Law University Mumbai” payable at Mumbai.
- 6) Bidders are required to submit all supporting documents for above criteria with sign and stamp.

Instructions and Terms & Conditions:

- 1) Vendor(s)/publisher(s)/distributor(s) should submit their response in the prescribed format, in sealed envelope super scribing – **Expression of Interest for Empanelment for the database to, MNLU Mumbai”.**
- 2) The response should be signed by an authorized signatory of the vendor(s)/ publisher(s)/distributor(s) bearing his/her full name and status, clearly indicated below the signature along with the official seal of the firm.
- 3) Incomplete and conditional responses will not be considered.

- 4) At any given point of time, if any of the documents furnished by the vendor(s)/supplier(s) is found to be false, it would be deemed to be a breach of terms of contract making the concerned firm liable for legal action, besides termination of empanelment.
- 5) Responses received after the deadline will not be considered.
- 6) The responses will be scrutinized and shortlisted by a Committee duly constituted by the Competent Authority of the University. The shortlisted vendor(s)/supplier(s) will then be required to be present at the University for personal interaction on a date, which will be informed by Email.
- 7) The short-listed vendor(s)/distributor(s)/supplier(s), at the time of personal interaction, are required to, agree to the University's "Terms & Conditions for subscription of database /Renewal as stipulated here.
- 8) This empanelment will be valid initially for **two years** and may be extended upto **5 years**, but one year at a time depending upon satisfactory performance of the empanelled vendor(s)/supplier(s)/agent(s)/distributor(s), at the sole discretion of the University.
- 9) Duration of online database subscription access within 10 days from the date of issue of purchase order/work order.

Empanelment for database will be governed by the following "Terms and Conditions"

General

- (i) The Vice Chancellor MNLU Mumbai reserves the right to approve or reject any or all the vendors, whose decision will be final in all cases in respect of acceptance/rejection/arbitration.
- (ii) Library, MNLU Mumbai reserves the right to add and/or drop any vendors(s)/publisher(s)/distributor(s), to/from its empanelled list, and/or to place purchase order(s) with any vendor(s) at any time, with the approval of Competent Authority.

Purchase Order

- Purchase Order will be issued by Library with all the Terms & Conditions mentioned in it.
- The Purchase Orders will be issued to selected vendors based on the criteria decided by Library.

- Subscription /Renewal of database have to be made strictly against the purchase orders only. Vendors(s)/publisher(s)/distributor(s), need to strictly adhere to these Terms & Conditions in Purchase Orders.
- Sending an acknowledgment of the receipt of purchase order, which is taken as an acceptance of the purchase order, is mandatory, by Email only
- Single invoice (3 copies) should be sent for one Purchase Order once the order is completed. Multiple invoices for single Purchase Order will not be accepted.

Discount - Min 25% discount should be provided by publishers, Publisher can offer additional discount at their discretion.

Invoicing Procedure and Conversion Rate

- The Invoice should bear the firm's IT PAN.
- Pre-receipted invoice(s)/bill(s) are to be submitted in triplicate (3 copies).
- A revenue stamp should be affixed on the original bill and should be signed by authorized signatory.
- Invoice should be raised in favor of The Registrar, Maharashtra National Law University Mumbai
- One invoice should be raised against one purchase order (P. O.) only and as per serial no's in Purchase Order. Titles from different P.O.s should not be combined and supplied under one invoice.
- The prices in the invoice should be indicated in original currencies.
- If there is increase in quoted price, then the price proof of the same should be attached along with invoice
- **Rate of exchange should be** as applicable on the **date of Purchase order** only and should also be clearly indicated on the invoice.

Every invoice should certify the following:

- The prices charged in this invoice are the actual, current publisher's prices as billed to us; and are true and correct.
- The prices charged are as per the publisher's invoice

Termination of Empanelment:

The University shall be at liberty to terminate the empanelment of an empanelled vendor(s)/supplier(s) without any prior notice and drop the said firm from its panel in case of occurrence of any of the following events:

- 1) In case of breach of any terms of agreement, or unsatisfactory / inefficient working on the part of the vendor.
- 2) If at any time, found that the information provided by the empanelled vendor in any form about publications, services and related matters are incorrect and result in losses in any form to the University.
- 3) The University shall also reserve the right to claim the amount of loss incurred by the University, based on the available invoices submitted by that empanelled vendor(s)/supplier(s).
- 4) The University reserves the right to change or modify or amend or substitute any clause(s) in the "Terms and Conditions", if required, at any time.
- 5) All disputes and differences arising out or concerning the work shall be subject to the sole arbitration of Vice Chancellor, MNLU Mumbai or his nominee. The decision of the arbitration shall be final & binding on both the parties. The empanelment will be interpreted under Indian Laws and disputes adjustable within the jurisdiction of court of law.

RESPONSE FORM FOR EMPANELMENT OF VENDORS FOR DATABASE TO LIBRARY, MNLU MUMBAI

PLEASE READ THE "TERMS AND CONDITIONS" CAREFULLY BEFORE FILLING THE FORM

(Strike off whichever is not applicable)

1. Name of the Firm:

2. Address(es) of Head Office & Branches with telephone numbers, fax numbers, Email addresses, and website, if any:

3 Kind of Proprietorship/ publisher

i. Name and address of Directors / Managing Directors / Proprietor:

ii. If partnership, name and address of partners:

Authorized Signature of Vendor/Supplier/Distributor with Date and Stamp

Check list of enclosures

1.	Copies of the authority letters issued by the publishers along with details of your distributorship / dealership / stockiest / exclusive or preferred agent(s).
2.	Copy of PAN Card of firm / owner / partners
3.	One copy each of Income Tax returns of last three consecutive years.
4.	Details of your firm's Sales Tax Registration Number (Copy of GST, CST Certificate).
5.	Minimum six (03) references of the Libraries of reputed Universities/Organizations with whom you are already registered such as Universities of National Importance, Government established Research Laboratories (e.g. IITs, IISc., NITs, IIMs, CSIR Labs, ICMR etc.).
6.	Details of the annual turnover of the firm for the last three consecutive years with documentary evidence.
7.	Affidavit on a non-judicial stamp paper of Rs. 50/- of not having black-listed for minimum three (03) years by any of the University or Universities or Government organizations in India.

DECLARATION

1. I/We _____,
(Names of proprietor(s)/partners or shareholders) hereby declare that the information provided in this application form are true to the best of our knowledge and that we shall be bound by the acts of duly constituted attorney.
2. I/We also hereby declare that all matters related to Maharashtra National Law University Mumbai shall be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority of MNLU Mumbai.
3. Mr. _____, whose signatures are appearing below, is/are the authorized representative(s) of the firm.
4. 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.
5. I/We assure that if empanelled, the firm will serve the Library, MNLU Mumbai for a minimum period of two years.
6. I/We have read and understood all the **“Terms and Conditions”** of Vendor Empanelment Agreement, as mentioned in this document and consciously agree to abide by them.

Signature of Partners / Proprietors/ publisher :

Signature of authorized representative of the firm with stamp :

Date:

Place: