SUBJECT: INVITING QUOTATIONS FOR PURCHASE OF NON-WOVEN BAGS

Sir,

National Book Trust, India, an autonomous organization of Government of India, Ministry of Human Resource Development invites sealed quotations for purchase of non-woven bags as per the specifications mentioned in Annexure I.

Sealed quotations complete in all respect addressed to the Director, National Book Trust, India, Nehru Bhawan, 5, Institutional Area, Phase-II, Vasant Kunj, New Delhi – 110070 should reach this office latest by 10.00 a.m. on 15th December, 2016. The quotations shall be opened at 11.00 a.m. on the same day.

The Tender can also be downloaded from the website of NBT i.e. www.nbtindia.gov.in.

Yours faithfully,

(Amit Kumar Singh)
Assistant Director (Admin)

Enclose: As above
TERMS AND CONDITIONS OF THE TENDER FOR SUPPLY OF NON-WOVEN BAGS

<table>
<thead>
<tr>
<th>Tender Document sale starts on</th>
<th>24th November, 2016</th>
<th>11:00 hrs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Date &amp; Time of Submission</td>
<td>15th December, 2016</td>
<td>10:00 hrs</td>
</tr>
<tr>
<td>Date of opening of Technical Bids</td>
<td>15th December, 2016</td>
<td>11:00 hrs</td>
</tr>
<tr>
<td>Tender Fee (Non-refundable)</td>
<td>`500.00</td>
<td></td>
</tr>
<tr>
<td>Earnest Money Deposit (Refundable)</td>
<td>`10,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**SCOPE OF WORK**

Supply of 1,00,000 (One Lakh) Non-Woven Bags as per specifications given in proforma at Annexure-I.

**TERMS AND CONDITIONS**

1. The Tender should be submitted in the prescribed Tender form (Annexure-I). Tender should be filled in only as per the unit mentioned in Annexure-I. Deviation from the prescribed unit will be cause rejection of the whole tender.

2. If the cover of the Tender is not sealed and marked, NBT will assume no responsibility for misplacement or premature opening of the bid.

3. The Tenderer shall bear all costs associated with the preparation of his Tender including cost of presentation for the purpose of clarification on the Tender, if so desired by NBT. NBT in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the Tendering process.

4. The Tenderer should clarify whether the individual signing the Tender or other documents in connection with the tender signs as:
   4.1 A “sole proprietor” of the firm or constituted attorney of such sole proprietorship, or
   4.2 A partner of the firm if it be a partnership in which case he must have authority to refer to arbitration of disputes concerning the business of the partnership either by virtue of the partnership deed or a power of attorney. Alternatively, the Tender should be signed by all the partners, or
   4.3 Constituted Attorney if it is a company.
5. The quantities mentioned in the schedule may be increased or decreased at the discretion of NBT and no claim in this regard shall be entertained.

6. The Tenderers should fill the rates both in figures as well as in words. The Tender Form should be filled in English and all entries must be handwritten in ink. Overwriting of rates is not permitted. Corrections, if any, should be attested by the Tenderer with his initials.

7. If there is a discrepancy in rates between figures and words, the amount in words will prevail.

8. Tenderers shall be required to deposit ₹10,000.00 as Earnest Money (refundable) in the form of a demand draft drawn in favour of National Book Trust, India, payable at Delhi. Tenders not accompanied by the requisite Earnest Money shall be rejected summarily.

9. When deemed necessary, NBT may seek clarification on any aspect from the Tenderers. However, that would not entitle the Tenderer to change or cause any change in the price quoted.

10. Each Tender should be accompanied by documentary evidence of the Tenderer having done work of a similar nature. In the absence of documentary evidence, the Tender is liable to be rejected.

11. NBT will open the Tenders in the presence of the Tenderers or their authorized representatives, who may choose to be present at the following location on scheduled date and time.

   NATIONAL BOOK TRUST, INDIA
   NEHRU BHAWAN, 5, INSTITUTIONAL AREA
   PHASE-III, VASANT KUNJ, NEW DELHI – 110070

12. NBT will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether they are generally in order.

13. A Tender determined as not substantially responsive will be rejected by NBT and cannot subsequently be made responsive by the Tenderer by rectifying the non-conformity.

14. NBT may waive off any minor infirmity or non-conformity in the Tender which does not constitute a material deviation, provided such waiver does not prejudice of affect the relative ranking of other Tenderers. The decision of NBT in this regard should be final and binding on bidders.

15. NBT will award the contract to the Tenderer whose Tender has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Tenderer is determined to be competent to execute the contract satisfactorily. NBT shall however not bind itself to accept the lowest or any tender.
16. Security money shall, however, be liable to be forfeited if the contractor fails to supply the bags within the stipulated time or if the supplies are not made as per the specifications of NBT. If the successful contractor backs out after award of the contract, Earnest Money Deposit will be forfeited.

17. The supply must be completed within fifteen days or 26th December, 2016 whichever is earlier from the date of issuance of Supply Order by NBT, India in all respects. Failure to do so will entitle NBT to impose a penalty of ₹ 1,000.00 per day on the contractor and the firm will be blacklisted for future work. Further, failure on the part of the contractor to complete the supply in accordance with the terms and conditions set out and within the time schedule will confer on NBT the right to get the supply through another supplier, in which case, the entire cost/damages so incurred by NBT will have to be paid by the approved supplier.

18. Representatives of NBT may inspect the godown(s)/ works and office(s) of the supplier before award of the contract.

19. The successful Tenderer will have to get a few samples of each type of the non-woven bag approved by NBT before execution of supply.

20. Supply should be made at NBT Head Office, Nehru Bhawan, 5, Institutional Area, Phase-II, Vasant Kunj, New Delhi – 110070. Cartage has to be borne by the Vendor/Supplier.

21. The copyright of the bag designed for NBT would be vest with NBT and the vendor cannot sell the same design to others.

22.1 Please ensure that there is no error/distortion in the NBT Logo and content provided.

22.2 Any unauthorized use of NBT, India Logo will be a punishable offence under Trade Marks Act, 1999 and other relevant Laws prevailing as on date. Therefore the supplier must ensure printing and handing over the above mentioned item exclusively to authorized representative of NBT, India and no other party/person.

22. The supplier should arrange insurance cover during transit at his own cost.

23. Rate should be quoted as inclusive of VAT and all other levies and this fact must be specifically recorded in the bid. NBT reserves the right to accept or reject any Tender, and to annul the Tender process and to reject all bids at any time prior to the award of the contract, without thereby incurring any liability to the affected Tenderer or Tenderers on the ground of NBT’s action. The decision of NBT in this regard would be final and binding.

24. Payment would be release after delivery and submission of bill(s). No advance would be paid.

25. NBT is not bound to accept the lowest rate quoted by any Tenderer and reserves the right to accept the whole or any part of the Tender as portion of the quantity offered, which the Tenderer shall supply at the rate quoted.
26. If, at any time during execution of the contract, the contractor encounters conditions impeding timely execution of the work, the firm shall promptly notify NBT in writing of the fact of the delay, its cause(s) and likely duration. As soon as practicable, after receipt of the contractor’s notice, NBT shall evaluate the situation and may at its discretion extend the time for completion.

27. NBT and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute, arising between them under or in connection with the contract. However, any unresolved disputes would be subject to the jurisdiction of Delhi Courts only.

28. NBT will have discretion to award the contract to more than one contractor. In such a condition, other bidders shall supply at the lowest accepted rate.

29. Before submission of their bids, the Tenderers may visit NBT office at Vasant Kunj, New Delhi to inspect specimen of the bag on any working day before last date for submission of the Tender.

30. Each Tender must be accompanied by a sample of the bag prepared failing which the Tender shall be rejected outrightly.

31. If the bulk supplied is not as per NBT specifications in terms of material and quality, the Performance Security Deposit alongwith full payment due against bill(s) will be forfeited. Besides, the firm will be blacklisted for future.

32. **Validity of the bid**
   The bid submitted by Tenderers should be valid for a minimum period of 120 days computed from the date of opening of the bid.
   Sealed Tenders, superscribed “Tender for supply of non-woven bags” and addressed to the Director, National Book Trust, India, shall be accepted in the office of National Book Trust, India, Nehru Bhawan, 5, Institutional Area, Phase-II, Vasant Kunj, New Delhi – 110070 upto **10.00 a.m. on 15th December, 2016** and shall be opened at 02.00 p.m. on the same day. Tenderers or their authorized representatives may, if they so desire, be present during the opening of the Tenders.
### Annexure-I

#### SUPPLY OF NON-WOVEN BAGS

**PROFORMA FOR SUBMISSION OF FINANCIAL BID**

<table>
<thead>
<tr>
<th>Description</th>
<th>Approx. Quantity in Number</th>
<th>Rate (per bag) inclusive of all taxes, cartage etc. (₹)</th>
</tr>
</thead>
<tbody>
<tr>
<td>As per specimen 12” x 17”</td>
<td>70,000</td>
<td></td>
</tr>
<tr>
<td>As per specimen 10” x 14”</td>
<td>30,000</td>
<td></td>
</tr>
</tbody>
</table>

**Style**  
**Fabric Colour**  
**Printing**  

- D Cut  
- White  
- 2 colour

#### NOTE:
Specimen of non-woven bag prepared should invariably accompany each bid failing which the Tender is liable to rejected outrightly.

The delivery shall be made at, National Book Trust, India, Nehru Bhawan, 5, Institutional Area, Phase-II, Vasant Kunj, New Delhi – 110070.

Date: 
Signature:

Place: 
Name:

PAN: 
TIN:

I/We undertake to abide and be bound by the terms and conditions of the Tender/Contract.

Signature of the Tenderer  
with official seal,  
Tel. No. and date:  
Email:
TERMS AND CONDITIONS OF THE TENDER FOR SUPPLY OF 1,00,000 D-CUT NON WOVEN BAGS
(70,000 PCS OF 12” X 17” AND 30,000 PCS OF 10” X 14”)

SCOPE OF WORK
Supply of 1,00,000 Non-woven bags:

TERMS AND CONDITIONS
1. The quantities mentioned in the schedule may be increased or reduced at the discretion of NBT and no claim in this regard shall be entertained.

2. Supply must be completed by 26th December, 2016 or 15 days from the issuing of work order (whichever is earlier) in all aspects. Failure to do so will entitle NBT to impose a penalty of ₹1,000/- per day and your firm will be blacklisted for future work. Further, failure on your part to complete the job in accordance with the terms and conditions set out and within the time schedule will confer on NBT the right to get the work done through another contractor, in which case, the entire cost/damages so incurred by NBT will have to be paid by your firm.

3. You are advised to get sample of the Non-woven bag approved by NBT, before execution of supply.

4. Cartage from your godown to NBT office will be borne by you.

5. On award of the contract, you will be required to deposit as Performance Security, a sum equal to 5% of the value of the contract after adjustment of Earnest Money Deposit in the form of a Demand Draft drawn in favour of National Book Trust, India payable at Delhi. The Security Money deposited by your firm will be retained till completion of the full supply and will be refunded at the time of full and final settlement of your bill.

6. 100% payment would be made on delivery and submission of bill. No advance payment will be released.

7. NBT and the bidder will make every effort to resolve amicably by direct informal negotiations any disagreement or dispute, arising in connection with the contract. In the event of any dispute arising out of or during the currency of the contract, the matter shall be referred to Director, NBT, India or his nominee to Act a Sole Arbitrator under the Arbitration Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both parties. The matter will be subject to exclusive jurisdiction of Courts in the National Capital Territory of Delhi.
8. In the event of any negligence or unsatisfactory execution on you part, and if the bulk supply is not as per NBT specifications in terms of material and quality, NBT will have the right to forfeit the Performance Security Deposit and to recover penalty as it deems appropriate to NBT, India from the amount payable against your bill(s). If deemed appropriate, your firm may also be blacklisted for future bidding.

9. Following Documents self-attested copies to be attached with the duly filled with signed copy of the tender documents.

a) Company Profile
b) DVAT/CST Registration
c) PAN Card

(Amit Kumar Singh)
Asst. Director (Admin)