

LIMITED TENDER

Submission of Tender for Digital Printing of 4-5 titles each in 6 languages, 50 copies each, duly packed in a box(as per the given specifications).

National Book Trust, India, an autonomous organisation under the Ministry of Human Resource Development, Government of India, invites limited tenders for digital printing of 50 copies each of 4-5 titles in six languages, duly placed in a box of 4-5 books as a set. The total number of books to be printed would be between 1200 to 1500 copies, packed in 300 boxes.

The specifications are as follows:

1. Sizes of the book- 7 ¼" X 9 ½" (upright) or 7 " X 9 ½" (oblong)
2. Text would be printed in 4-colours either with 16-pages, 20-pages and 24-pages.
3. Cover would be printed in 4 colours with Matt Thermal Lamination
4. 4-5 books would be packed in a box duly printed in 4-colours. (Size as per the dummy)
5. Paper to be used in text- 20" X 30"/ 170 GSM Matt art paper.
6. Paper to be used in cover- Matt art Card 300 GSM
7. Box to be prepared with Card Board of at least 350 gsm with paster printed in 130 gsm chromo art paper with gloss thermal lamination on it.

Based on the above specifications, sealed quotations are invited from the bidders in the format mentioned below. The rates are to be quoted on the basis of complete job including the cost of the box on per copy basis for 16 pages book, 20 pages book and 24 pages book inclusive of all taxes.

Number of pages	Rates per copy (including the cost of box having 5copies each)
16-pages	
20-pages	
24-pages	

As the job is time bound and is to be executed on most urgent basis. The complete job on CD would be handed over by the Trust on or before 10th August 2015 by evening. The printed/bounded books duly packed in the box should reach NBT office on or before 13th August 2015 by 2.00pm. The quotation submitted not in the given format will be summarily rejected.

The bidders can contact the Production section regarding any queries and job related discussions. The sealed quotations may be addressed to the Joint Director (Production) superscripted on the envelope Quotation for Digital printing of 5-tittles in 6-languages of 50-copies each, duly packed in box. (As per the specifications) may be submitted latest by 02:00 PM on 06 August 2015. The quotations will be opened on the same day at 02:30 PM. The printer or their authorized representative may be present if they so desire, at the time of opening of the quotations.

Satish Kumar
Joint Director (Production)

Terms and Conditions attached

GENERAL TERMS AND CONDITIONS

Submission of Tender for Digital Printing of 4-5 titles each in 6 languages, 50 copies each, duly packed in a box

1. Parties

The parties to the contract are the contractor (the Tenderer to whom the work have been awarded) and the NBT through the Director.

2. Address

For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to NBT. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

3. Contractor

The term contractor shall mean Company, firm or the party to whom the Contract is awarded and his/ their heirs, legal representative, assigns and successors.

4. Specification of work

The Specification of work shall mean the specification of work as specified and forming part of this contract.

5. Priced Schedule of Quantities

Priced Schedule of Quantities shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

6. TENDERS

The entire set of tender paper issued to the Tenderer should be submitted fully priced and also signed on the last page together with initials on every page. Initial / signature will indicate the acceptance of the tender papers by the Tenderer. The schedule of quantities shall be filled in as follows:

- i) The "Rate" column to be legibly filled using Ball pen or typed both in English figures and English words.
 - ii) Amount column to be filled in for each item (rate per unit as well as total amount for required quantity).
 - iii) Total amount for full duration column to be filled in for each item will be treated as final rates.
 - iv) All corrections are to be initialed.
 - v) In case of any errors / omissions in the quoted rates, the rates given in the tender marked "original" shall be taken as correct rates. No modifications, writings or corrections can be made in the tender papers by the Tenderer, but may at his option offer his comments or modifications in a separate sheet of paper attached to the original tender papers.
- 6.1 NBT reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders of each section or to split up and distribute any item of work to any specialist firm or firms, without assigning reasons.
- 6.2 The Tenderer shall note that his tender shall remain valid for consideration for a period of 30 days from the date of opening of the tender (Price Bid).

(Initial of Tenderer with Rubber Stamp)

7. Preparation and Submission of Tender

The duly filled up tender form along with Demand Draft of Earnest Money amount shall be placed in the sealed cover.

(A). Signing of Tender

Individual signing the tender or other documents connected with contract must specify whether he signs as:

- (a) A sole proprietor of the concern or constituted attorney of such sole proprietor;
- (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly execute by the partners of the firm.
- (c) Director or a principal officer duly authorized by the Board of Directors of the Company.

N.B.

- (i) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- (ii) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.
- (iii) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, the Director, NBT without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (iv) The Tenderer should sign and affix his/her firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer made by the Tenderer will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED / DETACHED FROM THIS NOTICE INVITING TENDER.**
- (v) Any correction, mutilation or overwriting in figures of rates should be supported by your signature; otherwise the quotation may not be considered.

8. Rates quoted

The rates quoted in the Price Schedule shall be inclusive of all taxes.

9 Opening of tender

The Tenderer is at liberty either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tender should bring with him a letter of authority from the Tenderer and proof of identification.

(Initial of Tenderer with Rubber Stamp)

10. Criterion for Evaluation of Tenders

The 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 the Tenders are generally in order. A Tender determined as not substantially responsive will be rejected by the NBT and may not subsequently be made responsive by the Tenderer by correction of non-conformity.

The Tender would be opened on 6 August 2015 at 2.30 p.m.

It must be kept in view that the no decision will be given by the tender Evaluation Committee or any inferences drawn during the meeting of this committee by the tenders or their representatives will be their own view and the Trust will not be responsible and will not abide by the same. The reasons for selection or rejection of a particular tender will not be disclosed.

11. Earnest money

Earnest Money of Rs. **10,000/-** should be submitted in the form of a Demand Draft favoring **National Book Trust, India**, payable at Delhi along with the tender document.

11.2 Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the Tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited to the Government.

11.3 The tenders without Earnest Money Deposit will be summarily rejected.

11.4 No claim shall lie against NBT in respect of erosion in value or interest on the amount of Earnest Money Deposit or security deposit.

12. Right of acceptance

NBT reserves the right to accept or reject any or all tenders/quotations without assigning any reason and also does not bind itself to accept the lowest quotation or any tender. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation or any tender.

13. Communication of acceptance/right of acceptance

The NBT reserve all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the NBT in this regard is final and binding. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work prejudice the contractor's quotation. Successful Tenderer will be informed of the acceptance of his tender. Necessary instructions regarding the amount and time provided for Security Deposit, if any will be communicated.

14. Performance Security

The bidder will have to submit the performance guarantee to the value of 10% of the basic value of contract in the form of DD to NBT within 3 days from the day of issue of work order. If the Tenderer does not remit the performance guarantee within the stipulated time given in the work order, necessary interest @ 8% p.a. on performance guarantee amount will be levied for the delayed remittance from due date of remittance to date of realization/remittance of money. The earnest money shall be adjusted against the performance guarantee to be submitted by the successful bidder. The performance guarantee can be forfeited by order of the NBT in the event of any breach or negligence or non-observance of any condition of contract or in case the construction is delayed beyond the period stipulated by NBT. The Security Money so deposited will be retained till the completion of the job and refunded along with balance payment **without any interest**.

(Initial of Tenderer with Rubber Stamp)

15. Force Majeure

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, labour disputes and government or public authority's demands or requirements.

16. Insolvency etc.

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified the NBT shall have the power to terminate the contract without previous notice.

17. Breach of terms and condition

In case of breach of any of terms and conditions mentioned above, the Competent authority will have the right to cancel the work order/job without assigning any reason therefore and nothing will be payable by this Department in that event and the security deposit shall also stand forfeited.

18. Subletting of work

The firm shall not assign or sublet the work/job to any other person or party.

19. Arbitration

If any difference arises concerning this Agreement, its interpretation or the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 3 months, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such request shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The arbitration proceedings shall take place at New Delhi and shall be conducted in English. The provisions of Arbitration and Conciliation Act, 1990 and the rules framed there under and in force shall be applicable to such proceedings.

20. Legal jurisdiction

The agreement shall be deemed to have been concluded in the National Capital Territory of Delhi and all obligations hereunder shall be deemed to be located at the NCT of Delhi and the Court within NCT of Delhi will have jurisdiction to the exclusion of all other Courts.

21. Validity of tender

The tender is valid for a period of 90 days.

(Initial of Tenderer with Rubber Stamp)