



राष्ट्रीय पुस्तक न्यास, भारत  
मानव संसाधन विकास मंत्रालय, भारत सरकार  
NATIONAL BOOK TRUST, INDIA  
Ministry of Human Resource Development, Govt. of India

Nehru Bhawan, 5 Institutional Area, Phase-II, Vasant Kunj, New Delhi – 110 070  
Website: [www.nbtindia.gov.in](http://www.nbtindia.gov.in), E-mail: [nbtforeigncell@gmail.com](mailto:nbtforeigncell@gmail.com)  
Tel.: 011-26707700 Extn. 742 or 788

## **CHAPTER-1**

### **Registration Charges (One Time) : ₹ 590 (Non-Refundable)**

#### **EMPANELMENT OF FREIGHT FORWARDERS**

The National Book Trust, India (NBT), an autonomous organization under the Ministry of Human Resource Development was established by the Government of India in the year 1957 to promote reading habit in the country and promote Indian publishing on International level. To achieve this objective, NBT participates in various International Book Fairs organized in different countries across the world.

The NBT will participate in about 10 International Book Fairs in the current financial year (2019-20). In this regard, the NBT invites sealed Applications for empanelment of the freight forwarder(s), who deal in door delivery / forwarding of consignment of books / reading materials to foreign countries. The NBT stall put up its stall at the International Book Fairs in various countries abroad, where NBT participates.

Sealed envelopes, super-scribed “**Application for Empanelment of Freight Forwarders for Door Delivery of NBT’s consignment**” addressed to the Deputy Director (Exhibition), National Book Trust, India should reach the office of the National Book Trust, India, Nehru Bhawan, 5, Institutional Area, Phase-II, Vasant Kunj, New Delhi – 110 070 **latest by 5:00 p.m. on 18/07/2019**. The applications will be opened on **19/07/2019 at 11:00 a.m.** in the Conference Room (Second Floor) of the Trust. The sealed envelopes can also be dropped in the Tender Box kept at the Reception of NBT.

#### **i) Part-A: Technical Bid:**

Sealed envelopes containing the Technical documents, should be submitted as complete in all aspects.

1. The firm has to declare the Company profile such as partnership/proprietorship and Memorandum & Article of Association of the company.
2. The firm should be registered and have the experience of working with Central or State Government / Public Sector Undertaking and Autonomous bodies for 5 years. Copies of the experience certificates should be self-attested and enclosed with the Technical Bid.
3. The firm should have minimum turnover of Rs.5.00 lakh per year during last three financial years.
4. Certified copy of Income tax returns for last three financial years (2016-17, 2017-18 and 2018-19).
5. The firm should be a member of IATA, certificate to this effect may be attached.
6. The firm should furnish the details of its offices/collaborators, if any, functioning in the foreign countries.

7. Self-attested copy of Registration of Firm.
8. Self-attested copy of the Service Tax Number.
9. Self-attested copy of Service tax return for last **one** financial year.
10. Self-attested copy of PAN card.
11. An Affidavit of ₹ 10/- stating that the Company has not been debarred or blacklisted by any Government, Quasi Government, PSU or Autonomous Organization is required to be enclosed.
12. Specimen Signature, Name, Address, Contact No., designation/capacity of the person signing the Bid(s) document on plain paper.

**NOTE:**

1. NBT reserves the right to cross-examine the documents submitted by the party to NBT, regarding the same.
2. The Panel of the approved contractors will be valid for a period of 1 year **or** till the finalization of the next panel.

**Part B – Financial Bid :**

**Financial Bids would be invited by the Trust from those Freight Forwarder(s), who will qualify the conditions/criteria of Technical Bids** and are subsequently on the panel of NBT.

The Freight Forwarder(s) shall deposit the Earnest Money Deposit (EMD) of **Rs.5000/-** (separate for each Fair) for which applying, in the form of a Demand Draft/Pay Order favouring “**National Book Trust, India**”, payable at New Delhi along with Financial Bid. However, the following terms would be applied for calling quotations:

1. Freight Forwarder(s) shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case, the Freight Forwarder(s) fails to observe and comply with the stipulations made herein or backs out after quoting the rates, or only undertakes a portion of the work, the aforesaid amount of earnest money will be forfeited/ confiscated by the Government.
2. The Financial Bid without EMD will be summarily rejected.
3. No interest shall be paid on the deposited amount of EMD.
4. Two companies belonging to the same group cannot bid for the Tender and in such condition both of these companies will be disqualified.
5. Each Freight Forwarder(s) shall submit only one Bid(s) either by himself or as a partner in joint venture or as a member of consortium. If a bidder or any of the partners in a joint venture or any of the members of the consortium participate in more than one bid, the bids are liable to be rejected.
6. **Validity of Bid(s)** : The Bid(s) shall be valid for three months from the date of the opening of the Financial Bid(s).
7. **The Freight Forwarder(s) should quote the rates and amount Bid by them in the price schedule in figures as well as in the words. The amount for each item should be quoted and the requisite totals should also be given. The rates quoted in the Price Schedule shall be inclusive of all taxes, levies etc. except service tax, which shall be paid at rates applicable from time to time as per applicable ACT.** Nothing extra shall be payable in addition to the accepted rate as per the Price Schedule. **If there is any discrepancy in rates between words and figures, the amount in words will prevail.**

8. The Freight Forwarder(s) shall bear all costs associated with the preparation of their Bids including cost of preparation for the purposes of clarification of the Bids, if so desired by the NBT. The NBT in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
9. The acceptance of a Bid(s) will rest with the Competent Authority of NBT, who is not bound to accept the lowest bid(s) and reserves the right to reject any or all of the bid(s) received, without assigning any reasons whatsoever. All bid(s), in which any of the prescribed conditions, are not fulfilled or are incomplete in any respect are liable to be rejected.
10. The Bid(s) containing any condition leading to unknown/indefinite liability, are liable to be summarily rejected.
11. Canvassing in connection with bid(s) is strictly prohibited and the bid(s) submitted by the contractor(s) who resort to canvassing will be liable for rejection.
12. The bid(s) shall remain open for acceptance for three months from the date of opening of Financial Bid. If the Contractor(s) withdraws their bid before the expiry of the said period or makes any modifications in terms & condition of the bid, which are not acceptable to NBT or the contract is not executed within three (3) days from the date of letter of acceptance or the work is not commenced on the stipulated date and time as per the work order then the NBT without prejudice to any other right or remedy will be at liberty to forfeit the earnest money.
13. Any Book Fair at any stage can be cancelled without assigning any reason whatsoever and no communication in this regard shall be entertained from the contractor(s).
14. Any modification/corrigendum to the tender will be put up on NBT's website [www.nbtindia.gov.in](http://www.nbtindia.gov.in). Parties are advised to check our website on regular basis for any notification regarding the same. No further notification will be published in the newspaper or any other website than NBT's official website and [www.eprocurement.gov.in](http://www.eprocurement.gov.in).

Thanking you,

Yours faithfully,

**Deputy Director (Exhibition)  
National Book Trust, India**

**TERMS AND CONDITIONS**

1. **Parties**: The parties to the contract are the Agent(s) / Freight Forwarder(s), to whom the work has been assigned, and the NBT through the Director.
2. **Address**: For all purposes of the contract including arbitration thereunder, the address of the contractor(s) mentioned in the Bid(s) shall be final unless the contractor(s) notifies a change of address by a separate letter sent by registered post with acknowledgement due to NBT. The contractor(s) shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
3. **Contractor(s)**: The term Freight Forwarder(s) shall mean company, firm **or** party to whom the contract is awarded, and 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(s).
6. **Bid(s)**: The entire set of Bid(s) paper issued to the Contractor(s) 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 documents by the Contractor(s). NBT reserve the right to summarily reject a bid where the /tender documents are not signed/initialed by the bidder  
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 numerical/ figures and in words.
  - ii) All corrections are to be initialed.
  - iii) In case of any errors / omissions in the quoted rates, the rates given in the Bid(s) marked “original” shall be taken as correct rates. No modifications, writings or corrections can be made in the Bid(s) papers by the Contractor(s).
- 6.1 NBT reserves the right to reject the lowest or any Bid(s) and also to discharge any **or** all of the Bid(s) 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 Freight Forwarder(s) shall note that his Bid(s) shall remain open for consideration for three months from the date of opening of the Financial Bid (Price Bid).
7. **Signing of Bid(s) Documents**: Individual signing the Bid(s) **or** other documents connected with contract must specify whether he/she 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/she 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 executed by the partners of the firm.
  - (c) Director or a principal officer duly authorized by the Board of Directors of the Company.

(Initial of Freight Forwarder with Rubber Stamp)

**NOTE:**

- (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 Bid(s).
  - (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 Bid(s) and all other related documents must be signed by all partners of the firm.
  - (iii) A person signing the Bid(s) form or any documents forming part of the Bid(s) 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, shall cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
  - (iv) The Contractor(s) should sign and affix his/her firm's stamp at each page of the Bid(s) and all its Annexure as the acceptance of the offer made by the Contractor(s) will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED / DETACHED FROM THIS NOTICE INVITING BID(S).**
  - (v) Any correction, mutilation or overwriting in figures of rates should be supported by signature of the bidder; otherwise the quotation may not be considered.
8. **Opening of Bid(s):** The Contractor(s) is at liberty either himself/herself **or** an authorized representative (**not more than one**) to be present at the opening of the Bid(s). The representative attending the opening of the Bid(s) on behalf of the contractor(s) should bring with him/her a letter of authority from the Contractor(s) and proof of identification.
9. **Criterion for Evaluation of Bid(s):** The NBT will examine the Bid(s) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Bid(s) are generally in order. A Bid(s) determined as not substantially responsive will be rejected by the NBT and may not subsequently be made responsive by the Contractor(s) by correction of non-conformity.

It must be kept in view that the no decision will be given by the Bid(s) Evaluation Committee. Any inferences drawn during the meeting of this committee by the contractor(s) 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 Bid(s) will not be disclosed. The award of work will be further subject to the specific terms and conditions of the contract given in Chapter - 3.

10. **Right of acceptance:** NBT reserves the right to accept or reject any or all Bid(s)/quotations, and to annul the Bid(s) process without assigning any reason whatsoever and also does not bind itself to accept the lowest quotation or any Bid(s) for that matter. NBT has the right to discharge any or all of the Bid(s)s of each section or to split up and distribute any item of work to any specialist firm or firms, without assigning any reasons and incurring any liability to the affected Contractor(s).

(Initial of Freight Forwarder with Rubber Stamp)

- 10.1. The NBT may waive off any minor infirmity or non-conformity in the Bid(s) which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of other Contractor(s).

- 10.2. Any failure on the part of the contractor(s) to observe the prescribed procedure and any attempt to canvass will prejudice the contractor's interest and his Bid(s) will be rejected forthwith. NBT also has the right to relax any condition of the Bid(s) before/after opening of Bid(s). The decision of the NBT in this regard will be final and binding on all Bid(s).
- 10.3. Representatives of the NBT shall have the authority to inspect the office(s)/facilities with the contractor(s) before award of the contract.
11. **Communication of acceptance/right of acceptance:** Successful Contractor(s) will be informed of the acceptance of his Bid(s). Necessary instructions regarding the amount and time provided for Security Deposit, if any will be communicated.
12. **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, natural calamities, civil commotion, strikes, acts of terrorism, labour disputes and government or public authority's demands or requirements.
13. **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 of 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.
14. **Breach of terms and conditions:** In case of breach of any of terms and conditions mentioned above, the Competent Authority of NBT 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.
15. **Subletting of work:** The firm shall not assign or sublet the work/job to any other person or party. In such case, the Trust can impose penalty as deemed fit or even such contractor(s) can be blacklisted from applying to any future bids/tender of the Trust.
16. **Arbitration:** If any difference arises concerning this Agreement, its interpretation or the payment to be made thereunder, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, 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 laminated 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 laminated 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 thereunder and in force shall be applicable to such proceedings.

(Initial of Freight Forwarder with Rubber Stamp)

17. **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.
18. **Validity of Bid(s):** The Bid(s) will be valid for three months from the date of the opening of the Financial Bid(s) **or** till the finalization of the next contract.
19. The NBT reserves the right to cancel **or** add its participation in any of the International Book Fairs and subsequently the forwarding of books consignment as detailed in **Annexure – A** (consignment must reach venue one day prior in case of delivery to NBT stall and two days prior in case of Embassy /High Commission).
20. Incomplete quotations are liable to be rejected. It means Freight Forwarder(s) should quote for all items. If any item is missed or not quoted then its value will be considered as “ZERO” and the contractor(s) has to provide that item/facility free of cost.
21. When deemed necessary, the NBT may seek clarification on any aspect from the Freight Forwarder(s). However, that would not entitle the Freight Forwarder(s) to change or cause any change in the rates or any part of the quotations. The NBT may, if so desire, ask the Freight Forwarder(s) to give presentation for the purposes of clarification of the quotations. All expenses for this purpose as also for preparation of documents and other meetings will be borne by the Freight Forwarder(s).
22. The NBT will open the Bid(s) in the presence of the Freight Forwarder(s) or their authorized representative (only one representative is allowed), who may choose to be present at the following location:
- National Book Trust, India  
Nehru Bhawan, 5, Institutional Area, Phase – II,  
Vasant Kunj, New Delhi – 110 070
23. The Freight Forwarder(s) should quote their rates for the transportation of books from NBT office to Delhi Airport as well as 3handling charges for clearing the consignment at Delhi Airport, door delivery including of surcharge and delivery charges from the International Airport to NBT stall at respective International Book Fairs. However, the custom clearance or duty if any, paid by the agency at destination will be first paid by the agency and will be reimbursed to the agency on completion of the event on production of original receipt (s). The weight of consignments would be approx. 100 to 200 kg for each book fair.
24. Since it is a time-bound job and lot of expenditure is involved in participation abroad, delay in delivery will not be accepted and similarly cost on advance delivery, if made by the Freight Forwarder(s) will be borne by the Freight Forwarder(s) himself and no claim in this regard will be entertained by the NBT.
25. In case of delay in delivery / damage of books, heavy penalty will be imposed on the Freight Forwarder(s) as per the decision of Director, NBT to recover the losses.

(Initial of Freight Forwarder with Rubber Stamp)

**LIST OF INTERNATIONAL BOOK FAIRS FOR FORWARDING OF BOOKS  
CONSIGNMENT**

<b>Sl. No.</b>	<b>Consignment</b>	<b>Tentative Schedule</b>
1.	Door Delivery charges from New Delhi Headquarters of NBT to NBT stall / Embassy of India for Beijing International Book Fair, China	21 – 25 August 2019
2.	Door Delivery charges from New Delhi Headquarters of NBT to NBT stall / India High Commission for Colombo International Book Fair, Sri Lanka	20 – 29 September 2019
3.	Door Delivery charges from New Delhi Headquarters of NBT to NBT stall / Embassy of India for Baku International Book Fair, Azerbaijan	27 – 29 September 2019
4.	Door Delivery charges from New Delhi Headquarters of NBT to Frankfurt Book Fair, Germany	16 – 20 October 2019
5.	Door Delivery charges from New Delhi Headquarters of NBT to Sharjah International Airport	30 October – 9 November 2019
6.	Door Delivery charges from New Delhi Headquarters of NBT to NBT stall for Guadalajara International Book Fair, Mexico	30 November – 8 December 2019
7.	Door Delivery charges from New Delhi Headquarters of NBT to NBT stall / Embassy of India for CAIRO Book Fair, Egypt	January – February 2020
8.	Door Delivery charges from New Delhi Headquarters of NBT to NBT stall / Embassy of India for Taipei International Book Fair, Taiwan	4 – 9 February 2020
9.	Door Delivery charges from New Delhi Headquarters of NBT to NBT stall for London Book Fair, U.K.	10 – 12 March 2020
10.	Door Delivery charges from New Delhi Headquarters of NBT to NBT stall / Embassy of India for Paris Book Fair, France	20 – 23 March 2020

(Initial of Freight Forwarder with Rubber Stamp)



**Application Form**  
**National Book Trust, India**

Nehru Bhawan, 5, Institutional Area, Phase-II, Vasant Kunj, New Delhi – 110 070

From

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

The Director,  
National Book Trust, India  
New Delhi – 110 070

Dated: \_\_\_\_\_

**Sub.: Submission of Application for Empanelment for Door Delivery of NBT's  
Consignment**

Dear Sir,

With reference to your above-mentioned notice inviting tenders, I/We hereby offer to provide required services to National Book Trust, India. I/We shall execute the work truly and faithfully as set forth in the attached terms and conditions. I/We shall be responsible for all complaints as regards the quality of service and in case of any dispute; the decision of the Director, National Book Trust, India shall be final and binding on me/us.

As desired, the Tender Fee and EMD vide Demand Draft Nos. (1) \_\_\_\_\_ (2) \_\_\_\_\_  
Dated (1) \_\_\_\_\_ (2) \_\_\_\_\_ drawn on \_\_\_\_\_ respectively  
in favour of National Book Trust, payable at New Delhi are enclosed. I fully understand that in the event of my/our tender being accepted, you shall adjust this Earnest Money in Security Deposit payable by me/us for the faithful and satisfactory execution of the contract.

The details of the documents as required in Chapter – 1 are submitted hereunder:

1. Registration Number of the Firm \_\_\_\_\_
2. Service Tax Number \_\_\_\_\_
3. PAN Card Number \_\_\_\_\_

I/WE shall have no claim to the refund of Earnest Money/Security Deposit prescribed against this tender in the event of my/our non-compliance of the contract, provided such contract is implemented within the period of validity of my/our tender.

I/We further understand that my/our Earnest Money shall stand forfeited in case of unsatisfactory services/violation of any term/terms or if I/We withdraw my tender at any stage during the period of validity.

(Initial of Freight Forwarder with Rubber Stamp)

My/our Quotations shall remain valid for three months from the date of the opening of the Financial Bid or till the finalization of the next contract. My/Our Quotations along with terms and conditions with relevant columns and annexure duly filled in under my/our attestation and with each page of the tender paper including the enclosed terms and conditions signed by me/us (in the capacity of sole owner/general or special attorney attached) is submitted for your favorable consideration.

I/We have read the enclosed terms and conditions carefully and have signed the same in token of our absolute and unconditional acceptance.

Thanking you,

(Signature of Freight Forwarder with stamp of the firm)

Date  
Place

**UNDERTAKING**

1. I/we undertake that I/we have carefully studied all the terms and conditions and understand the parameters of the proposed work of the NBT and shall abide by them.
2. I/we further undertake that the information given in this Bid(s) are true and correct in all respect and I/we hold the responsibility for the same.

(Signature of the Freight Forwarder with stamp of the firm)

Date  
Place

(Initial of Freight Forwarder with Rubber Stamp)