



National Green Tribunal

Principal Bench, Faridkot House,
Copernicus Marg, New Delhi-110001

Ph: 011-23043509/18

Fax: 011-23077931

Email: rg.ngt@nic.in / library.ngt@nic.in

Date: 21 July, 2016

REG:- NOTICE INVITING TENDER FOR EMPANELMENT OF BOOK SUPPLIERS / DISTRIBUTORS

File No. : NGT (PB) /33/2014-2015/Volume-II/Library
Last date of receiving Quotation : 02:00 Noon, 19th August 2016
Opening of bids : 03:00 hours, 19th August 2016

The National Green Tribunal has been established on 18.10.2010 under the National Green Tribunal Act 2010 for effective and expeditious disposal of cases relating to environmental protection and conservation of forests and other natural resources including enforcement of any legal right relating to environment and giving relief and compensation for damages to persons and property and for matters connected therewith or incidental thereto. The process of empanelment of book Suppliers / Distributors / Publishers for supply of books for our library for 03 years with effect from the date of approval of empanelment.

The NGT invites sealed quotations from reputed book Suppliers / Distributors / Publishers. Quotations in sealed cover, superscripted as "**Expression of Interest for Empanelment of Book Suppliers**", shall be dropped in the tender box places at the filing counter of National Green Tribunal, Principal Bench, Faridkot House, Copernicus Marg, New Delhi-110001 or sent to the following address.

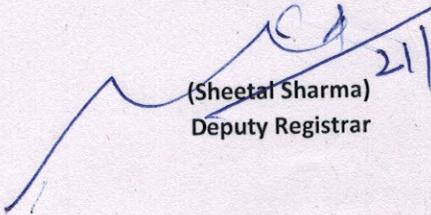
**The Registrar General,
National Green Tribunal, Principal Bench,
Faridkot House, Copernicus Marg, New Delhi-110001**

All interested Suppliers / Distributors / Publishers are requested to submit an undertaking in the enclosed format (Instruction of Tender), duly signed. The NGT would process further formalities with those Suppliers / Distributors / Publishers who submit the signed undertaking. It is further requested to kindly send a separate sealed letter (**Attached as Annexure - II**), stating the percentage of flat rate discount offered to NGT for all categories of books of Indian and foreign edition on a continuous basis.

If more than one supplier quotes for the same percentage of discount, the orders may be split between all the vendors who have quoted the discount on a rotational basis. The short listed vendors need to pay a sum of Rs.5,000/- in the form of demand draft payable at "New Delhi" drawn in favour of "**The Registrar General, National Green Tribunal**" towards a refundable deposit.

Tender shall be submitted as per "Instructions to Tenderers" forming a part of the tender document. NGT reserves the right to cancel/Postpone the tender and submission / opening date and accept / reject any or all tenders without assigning any reasons thereof. Tender, may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by bidder is not found to be true. The decision of Competent Authority of NGT will be the final and binding.

Yours faithfully,


(Sheetal Sharma)
Deputy Registrar

21/7/16

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National Green Tribunal
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Enquiry No. : NGT (PB) /33/2014-2015/Volume-II/Library

Instruction of Tender

General:

1. That against a given order, only the latest edition of the book titles will be supplied.
2. That against each title, it will be certified that the books supplied are genuine and their pirated versions have not been supplied.
3. That unless otherwise specified in the order, only the Indian Edition/Low Price Edition of the book, if existing and corresponds to the latest edition of the book, will be supplied.
4. That unless otherwise specified in the order, only the Paperback Edition of the book, if existing and corresponds to the latest edition of the book, will be supplied in place of the Hard Cover edition.
5. That, if the CD/online version of the book exists, it would be my/our responsibility to inform the NGT/Library about the same before supplying against a given order.
6. **Return of Bad Books:** If a supplied book does not conform to specifications or if the book is not in good condition, the supplier will be asked to take back at his own expense and replace it within one month; otherwise the order will be cancelled. The Library will not be responsible for such books if not taken back and replaced within the given period.
7. A bidder shall submit only one bid in the capacity of an Individual or sole proprietor, partnership firm or company. Violation of this condition is liable to disqualify the tenders in which such bidder has participated.

Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of the bid and the purchaser will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.

1. Enquiry on availability of books:

- (i) The library may place an enquiry with all the empanelled vendors for the required titles and number of copies of each thereof, by email.
- (ii) Within two days of receipt of the email, the Vendors having books as per above list in their ready stock of books have to respond quoting titles available with number of copies and unit price, by reply email only.
- (iii) In case of emergent requirements, orders may be placed with local vendors, however discount policy will remain the same.

2. Purchase Orders:

- (i) Supply of books has to be made strictly against and as per the purchase orders.
- (ii) Sending the acknowledgement of the receipt of purchase order, which is taken as acceptance of the purchase order, is mandatory, preferably by email.
- (iii) Any clarification/query regarding the purchase order should be sought from the Library within two (02) days of receipt of the order.

3. Supply of Books / CD's / DVD's / Journals:

1. The supply should be free of freight charges.
2. Consignee and Mode of Dispatch: The books should be sent to the respective location of the NGT Benches [Address to the respective NGT Benches Attached an **Annexure – II**].
3. Every supply should be accompanied by a delivery challan, clearly bearing the details of the items and titles in supply, their quantity and price.
4. The NGT has right to accept or refuse the supply in parts or full or cancel the order without assigning any reason.
5. Indian Edition of books available in the market should be supplied even if foreign edition is mentioned in our order unless otherwise specified.
6. Net payable price will be the publisher's price minus discount offered. The prices of the supplies shall include amount of taxes/duties leviable, if any.
7. In the case of foreign publications, the original prices in the foreign currency shall be mentioned in the bill along with the prices in rupees charged in accordance with the approved rate of exchange.
8. No banned book(s) should be supplied and if any such book is supplied it would be forfeited.
9. Books must be in good condition. Mutilated, soiled books if supplied have to be replaced without charging any extra cost.
10. The supplier undertakes to refund the amount if charges in excess than the prices of books.
11. Only one copy should be supplied unless stated otherwise.
12. Transit Insurance will be borne by supplier till the supply reaches the destinations.

4. Time frame for supply and cancellations:

1. That Indian edition of the book(s) shall be supplied within 21 days [04 Week's] from the receipt of the order. Similarly, foreign editions of the book(s) shall be supplied within 45 days of the receipt of the order.
2. The decision of accepting supply of cancelled titles is at the sole discretion of the NGT.
3. Within 7 day's time from the receipt of the order, supplier will make a survey and submit a check list of all those books which could be supplied by him in stipulated time period mentioned above, failing which the order will be treated as cancelled.
13. In very specific cases of delay in supplying of book(s) within the stipulated periods, and the delay is justified due to valid reasons; the supplier will be responsible for obtaining the permission from the Librarian/Person in charge.
14. The decision of accepting supply of cancelled titles is at the sole discretion of the NGT.

5. Edition specifications:

- (i) Latest editions of books must be supplied, unless mentioned otherwise.
- (ii) Paperback editions of books should be supplied, unless specified otherwise.
- (iii) Indian editions of books should be supplied, unless mentioned otherwise.
- (iv) In case of non-availability of paperback and Indian editions, clarification/permission should be sought, preferably by email from the Library, regarding supply of the available editions.

6. Invoicing procedure:

- (i) Pre-receipted invoice(s)/bill(s) are to be submitted in triplicate (3 copies).
- (ii) A revenue stamp should be affixed on the original bill and should be signed by authorized signatory.

(iii) Invoice should be raised in favour of "The Registrar General, National Green Tribunal, Principal Bench, Faridkot House, Copernicus Marg, New Delhi-110001."

(iv) One invoice should be raised against one purchase order (P.O.) only. Titles from different P.O.s should not be combined and supplied under one invoice.

7. Undertaking: Every invoice should certify the following.

- a. The prices charged in this invoice are the actual, current publisher's prices as billed to us; and are true and correct.
- b. The prices charged are as per the publisher's invoice (publishers/importers/distributors) and latest catalogue.
- c. The latest editions have been supplied, and they are not remaindered titles.
- d. The books supplied against this order have been checked against defects in collation, binding, and condition of accompanying material viz., CDs etc., and for other physical conditions. If any defects are detected later, the defective books will be replaced without any payment by the NGT. The vendor will be liable to arrange for supply of replaced books at the destination of supply.

8. Mandatory enclosures with invoice:

- (i) A copy of publisher's catalogue (in case of non availability of recent catalogue publishers invoice may be considered) as a price proof.
- (ii) A currency conversion proof.
- (iii) Every price proof and currency conversion proof should contain seal and authorized signature of the vendor.

9. Discount:

The discount pattern offered in Financial Bid should be followed:

10. Billing and Payment:

1. That supplier shall mention his VAT./C.S.T. number in the bill.
2. Those Taxes will be applicable as per rules.
3. That Payment will be made within 30 days from the delivery of all titles against an order.
4. That Payment shall be made by e-payment as per the Government of India Instructions.
5. All payment to the supplier shall be made through RTGS for which they are required to submit the following Information:
 - A. Name of the bank with Address
 - B. Bank Account Number
 - C. IFSC Code

11. Termination of empanelment:

A vendor's empanelment may be terminated/dropped/black-listed from the panel of suppliers at the occurrence of any of the following event:

- (i) If the vendor fails to deliver even, at least 70% of the supply (in terms of number of titles) during the year.
- (ii) In case of breach of any terms of agreement, or unsatisfactory/inefficient working on the part of the vendor.
- (iii) If at any time it is found that the information provided by the vendor in any form about publications, services and related matters are incorrect and result in losses in any form to the NGT. In such case(s), the NGT will be at liberty to terminate the empanelment without giving any prior notice to the vendor/supplier, and the NGT reserves the right to claim the amount of loss occurred to the NGT, from the available invoices submitted by that vendor / supplier.
- (iv) The Competent Authority of NGT reserves the right to change or modify or amend or substitute any clause in the terms and conditions that are listed above if required, at any time.

12. Packing:

The packing list giving full particulars of the books must be kept in packing list. The particulars of the order number and date should also be there.

13. Payment:

Payment will be made in Indian rupees only through e-payment within reasonable time i.e. 30 days from the receipt of the consignment, if the books are in good condition and there are no discrepancies of any nature.

14. Language of Bid:

The bid prepared by the bidder and all documents related to the bid shall be return in English Language.

15. Signing of all bid papers:

1. All the pages of the tender documents, Proforma For Financial Bid submitted by tenderer shall be signed and stamped by the tenderer .
2. While filling up the rates in form of bid, tender shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and biding.
3. The tenderer must fill and submit the rates as per instruction given in , Proforma For Financial Bid. The tenderer shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer where required in the documents. Incomplete tender or tender not submitted as per instruction is liable to be rejected. If a tender does not quote a price/rate for any items in Form of Bid, the tender may be summarily rejected.
4. The tenderer should clearly read and understand all the terms and conduction, pecifications..etc. mentioned in the original tender document. If the tenderer has any observation, the same may be indicating in his forwarding letter along with the tender.
5. The Competent Authority of NGT reserves the right to accept or reject any tender fully or partly at any time prior to the award of the contract.

I/We am/are ready to supply the books on terms & conditions given above. Kindly include me/us in your panel for the same.

Date:

(Signature of the Tenderer & Seal)

Place:

Name:

Address:



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PROFORMA FOR FINANCIAL BID

Percentage of discount offered (To be mentioned in both figures and words)

| 1. Foreign Publications | Single Copy | More than one copy |
|------------------------------------|--------------------|---------------------------|
| Text Books | | |
| Reference Books | | |
| General Books | | |
| CD's / DVD's | | |
| 2. Indian Publication | Single Copy | More than one copy |
| Text Books | | |
| Reference Books | | |
| General Books | | |
| Government Publications | | |
| Institutional and Public documents | | |
| CD's / DVD's | | |

Date:

(Signature of the Tenderer & Seal)

Place:

Name:

Address:



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**APPLICATION FORM FOR EMPANELMENT OF VENDORS FOR SUPPLY OF
BOOKS TO THE LIBRARY, National Green Tribunal.**

(STRIKE OFF WHICH EVER IS NOT APPLICABLE)

(Please read the terms and conditions carefully before filling the form)

1. Name of the Firm:

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

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3. Please tick mark and provide documentary proof of your membership in any of the following associations:

(i) Good Offices Committee (GOC): **Yes/No**

(ii) Federation of Publishers' and Booksellers' Association of India (FPBAI): **Yes/No**

(iii) Any other State/National Association(s) of books suppliers:

4. Are you a distributor/dealer/stockiest/exclusive/preferred agent of any publisher? If so, please attach copies of the authority letters issued by the publishers along with the details of yours distributorship / dealership / stockiest/ exclusive or preferred agents.

5. Is the firm an Income Tax payee? If so, please attach one copy of Income Tax returns of last three consecutive years and also a copy of PAN card of the partners/owners.

6. Please provide details of your firm's Sales Tax Registration No. (Attach: copies of, GST, CST Certificate).

7. Minimum 5 references of the Libraries of national reputed organizations with whom you are already registered may be quoted. Out of these three (3) should be NGTs of national Importance and two (2) should be Indian courts.

8. Please provide an affidavit on a non-judicial stamp paper of Rs. 100.00 for not having blacklisted for minimum three (03) years by any of the Institutions or Universities or Government organizations in India.

DECLARATIONS

- (i) I/We _____ (names of the partners/proprietors or share-holders) do hereby declare that the entries made in this application form are true to the best of our knowledge.
- (ii) I/We also hereby declare that all matters related to NGT shall be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority.
- (iii) Mr. _____, whose signatures are given below, is an authorized representative of this firm.
- (iv) 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.
- (v) I/We assure that if empanelled, the firm will serve the NGT for a minimum period of Three year.
- (vi) I/We have read and understood the terms and conditions of NGT as mentioned in the document and consciously agree to abide by them.

Place:

Date (with Firm's Seal):
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.....

Signature of Partners/Proprietors:



National Green Tribunal
Principal Bench, Faridkot House,
Copernicus Marg, New Delhi-110001

Annexure II

Ph: 011-23043501 / 09 /18

Fax: 011-23077931

Email: rg.ngt@nic.in / library.ngt@nic.in

Supply of Books to the respective NGT, Zonal Bench are given below:

1. The Registrar General,
National Green Tribunal,
Faridkot House, Copernicus Marg,
New Delhi-110001.
2. The Registrar,
National Green Tribunal,
Eastern Zone Bench,
Finance Centre, 3rd Floor,
Block III B, New Town Kolkata- 700 157.
3. The Registrar,
National Green Tribunal,
Western Zone Bench,
New Administrative Building,
1st Floor, B-wing, Opposite Council Hall,
Pune Camp, Pune, Mumbai – 411001.
4. The Registrar,
National Green Tribunal,
Poonamalle High Rd, Arumbakkam,
[TNPCB Complex], Chennai, Tamil Nadu 600106.
5. The Registrar,
National Green Tribunal,
Central Zone Bench, State Commission Bhawan,
3RD Floor, Area Hills, Bhopal-462011.

I/We also undertake the responsibility to send the document without damage and confirmed to supply it to the respective NGT Locations mentioned above.

Date:

(Signature of the Tenderer & Seal)

Place: