

राष्ट्रीय पुस्तक न्यास, भारत

NATIONAL BOOK TRUST, INDIA

Nehru Bhawan, 5 Institutional Area, Phase-II, Vasant Kunj, New Delhi – 110 070 website: www.nbtindia.gov.in, E-mail: office.nbt@nic.in Phone: 011-26707780-81, Fax: 011-26707846

NOTICE INVITING TENDER

DESIGNING AND FABRICATION OF AUTHORS' CORNERS IN HALL NOs.7, 8, 12 and other constructed Halls

- 1. National Book Trust, India, an autonomous organization established by the Government of India in the year 1957 to develop reading habit and promote book culture in the country invites sealed tenders/bids for designing and fabrication of Authors' Corners in Hall Nos.7, 8 and 12 on hire basis for New Delhi World Book Fair to be held from 4 to 12 January 2020 at Pragati Maidan, New Delhi from eligible contractors having minimum experience of last 03 years with Central or State Government or Public Sector Undertakings/Autonomous bodies of Govt. of India, State Govt. or National level professional Bodies in India or abroad of providing similar services with annual turnover of Rs.25.00 lakh per annum or more during the last three consecutive years.
- 2. The tender document containing terms and conditions can be obtained during the period from 13 September to 9 October 2019 (except Saturday, Sundays and Gazetted Holidays) till 5:00 p.m. on payment of Rs.1,180/- inclusive of GST @ 18% (Rs.1,000 + Rs.180/-) (Rupees One Thousand One Hundred & Eighty only) (Non-Refundable) in the form of cash/demand draft favouring National Book Trust, India, payable at New Delhi from the office of Deputy Director(Exhibition), National Book Trust, India. The Tender Forms can also be downloaded from our website:www.nbtindia.gov.in, www.eprocurement.gov.in.
- 3. Tender for designing and fabrication of Authors' Corners in Hall Nos.7, 8, 12 and other constructed halls on hire basis for New Delhi World Book Fair to be held from 4 to 12 January 2020 at Pragati Maidan, New Delhi should be submitted in two sealed envelopes viz. Technical Bid (Envelope-I) & Financial Bid (Envelope-II). Technical Bid (Envelope-I) shall contain Earnest Money Deposit (EMD), pre-qualification documents, Tender conditions, Bill of Quantity/work specifications duly signed by the authorized person or persons as a token of acceptance of terms and conditions of contract and work specification and the application form. Financial Bid (Envelope-II) shall contain Priced Schedule of quantities.
- 4. Tenders placed in sealed covers in two envelopes duly marked as Technical Bid (Envelope-I) and Financial Bid (Envelope-II) with the name of the project written on each envelope should be placed in the outer envelope and marked on top as "Tender for designing and fabrication of Authors' Corners in Hall Nos.7, 8, 12 and other constructed halls on hire basis for New Delhi World Book Fair to be held from 4 to 12 January 2020 at Pragati Maidan, New Delhi. The tenders will be received by 10 October 2019 till 10:30 a.m. in the office of Deputy Director (Exhibition), NBT, India or can be dropped in the tender box placed in the Security Room at main gate of NBT Head Office, 5, Institutional Area, Nehru Bhawan, Phase-II, Vasant Kunj, New Delhi-110070.
- 6. <u>The technical bid shall be opened on 10 October 2019 at 11:00 a.m.</u> in the presence of the Contractors or their representatives who wish to be present. The technical bids shall be scrutinized by the Committee on various parameters constituted for the purpose.

The Financial bids of those contractors, whose technical bids are acceptable to NBT, shall alone be opened and the decision of NBT in this regard shall be final and binding. <u>The date</u> of opening of Financial Bids shall be conveyed to the successful bidder(s), who qualify in the Technical Bid(s).

7. Schedule of Tender.

SI. No.	Tender Schedule	Date and time
1	Date of issue of Tender document	13 September to 9 October 2019 till 5:00 p.m.
2	Last Date of submission of Tender Form	10 October 2019 at 10:30 a.m.
3	Date of opening of tender (Technical Bid)	10 October 2019 at 11:00 a.m.
4	Earnest Money	Rs.25,000

8. The Contractors should quote in figures as well as in words the rates and amount tendered by them in the price schedule. The amount for each item should be quoted and the requisite totals should be given. The rates quoted in the Price Schedule shall be exclusive of all taxes, levies, GST, etc., which shall be paid at the rates applicable from time to time as per the law. No extra payment shall be made in addition to the accepted rate as per the Price Schedule by NBT. If there is any discrepancy in rates between words and figures, the amount least/lowest will prevail.

9. Earnest Money

Earnest Money Deposit (EMD) of Rs.25,000 is to be deposited with the tender in the form of Demand Draft/Pay Order payable at New Delhi and drawn in favour of National Book Trust, India or EMD amount may be deposited through RTGS in NBT's Accounts as per details given below.

Beneficiary	NATIONAL BOOK TRUST, INDIA
Bank	CANARA BANK
A/C	3159101000299
IFSC	CNRB0003159
MICR Code of Bank	110015187
Address	Nehru Bhawan, 5 Institutional Area, Phase-II, Vasant Kunj, New Delhi – 110070, India

In case the EMD amount is not deposited, the tender is liable for rejection without any notice. E.M.D in the form of Bank Guarantee or any other form is not acceptable.

- 9.1. Contractor shall not be permitted to withdraw their offer or modify the terms and conditions thereof after acceptance of tender. In case the Contractor fails to observe and comply with the stipulations made herein or backs out after quoting the rate, the aforesaid amount of Earnest Money and Performance Guarantee, will be forfeited by the Trust. Besides this, the Contractor will also liable to be debarred / blacklisted from participating in the tendering process of the Trust in future, and/or be fined.
- 9.2. No claim shall lie against NBT in respect of erosion in value or interest on the amount of Earnest Money Deposit or security deposit.
- 10. Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.
- 11. The Contractor shall bear all costs associated with the preparation of their Tender including cost of preparation for the purpose of clarification of the Tender, 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 Tendering process.
- 12. The acceptance of a tender will solely rest with the Competent Authority of NBT, who does not bind themselves to accept the lowest tender and reserves the authority to reject any or all of the tenders received, without assigning any reasons whatsoever. All tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect, are liable to be rejected.
- 13. Tender containing any condition leading to unknown/indefinite liability is liable to be summarily rejected.

- Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing in any form or try to influence the process either directly or indirectly shall be liable for rejection by NBT.
- 15. Tenders shall remain open for acceptance for a period of <u>three months</u> from the date of opening of Technical Bid. If the Contractor withdraws his tender before the expiry of the said period or makes any modifications in terms and conditions of the tender which are not acceptable to NBT or the work 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 and Performance Guarantee Money.
- 16 The quantities mentioned in the schedule may be increased or reduced at the discretion of the NBT and no claim in this regard shall be entertained. If considered necessary, any item could be dropped completely.
- 17. Any modification/corrigendum issued with regard to this tender document shall be uploaded on NBT website: <u>www.nbtindia.gov.in</u> only. Bidders/Contractors are, therefore, requested to visit the website regularly till the last stipulated date of issuance of the tender document for ascertaining any modification/corrigendum issued in this regard.
- 18. The NBT shall have right to issue Addendum to Tendered documents to clarify, amend, modify and supplement or delete any of the conditions, clause or items stated therein. Each Addendum shall form a part of the original invitation to Tender.

Yours faithfully,

Deputy Director (Exhibition) National Book Trust, India "Nehru Bhawan", 5, Institutional Area, Phase-II, Vasant Kunj New Delhi - 110 070 (Tel.: 011-267077780-81-88) E-mail: <u>nbtexhibition@gmail.com</u>

GENERAL TERMS AND CONDITIONS

- 1. <u>Parties</u>: The parties to the contract are the contractor(s), to whom the work has been assigned, and the NBT through the Director.
- 2. <u>Address</u>: 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. <u>Contractor(s)</u>: The term contractor(s) shall mean company, firm <u>or</u> party to whom the contract is awarded, and their heirs, legal representative, assigns and successors.
- 4. <u>Specification of work</u>: 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 guantities duly priced with the accepted guoted rates of the contractor(s).
- 6. <u>Bid(s)</u>: 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 guantities 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) Amount column to be filled in for each item (rate per unit as well as total amount for required quantity)
 - iii) All corrections are to be initialed.
 - iv) 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 <u>or</u> 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 Contractor(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).
- 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.

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. <u>Rates Quoted:</u> The rates quoted in the tender shall be for each item for the entire duration of the Fair until it is specifically mentioned. The rates quoted in the Price Schedule shall be exclusive of GST. The payment of GST will be made as per applicable rates. No extra payment shall be made by NBT in addition to the accepted rates.
- 9. **Opening of Bid(s):** The Contractor(s) is at liberty either himself/herself <u>or</u> 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.
- 10. <u>Criterion for Evaluation of Bid(s)</u>: 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.

Based on the qualification criteria specified in Chapter-3, the evaluation of all responsive tender will be made first on the basis of technical and commercial information furnished in the Form given in Chapter-5. The representatives of NBT shall have the authority to inspect the godown(s) and office (s) of the Contractor to adjudge the capability of his claim in executing the job. If it is felt that the Contractor does not have the capability to carry out the specified job, then in such an event, NBT reserves the right to reject the bid on technical grounds. The decision of NBT in this regard would be final and binding. The date of opening of Financial bids of only those contractors/firms, whose technical bids are found to be in order as per the technical parameters set by NBT at Chapter-5, shall be conveyed to the successful bidders.

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.

- 11. <u>Communication of acceptance/right of acceptance</u>: The successful contractor will be informed of the acceptance of his/her tender in writing. Necessary instructions regarding the amount and time provided for security deposit, if any, will be communicated.
- 12. <u>Performance Security</u>: The bidder shall submit the performance security to the value of 10% of the basic value of contract in the form of Demand Draft or through RTGS (as per details mentioned at page no.2) or alternatively in the form of Bank Guarantee to NBT within three days from the date of receipt of initial work order after adjusting the amount of EMD already paid. <u>The Work order will not be issued unless the Performance Security Money is submitted by the party who wins the bid.</u> The performance security 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 fabrication is delayed beyond the period stipulated by NBT. The performance/security money so deposited along with the EMD will be retained till conclusion of the Fair and refunded along with balance 50% payment without any interest.
- 13. <u>Force Majeure</u>: 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.

- 14. <u>Insolvency etc.</u>: 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.
- 15. <u>Breach of terms and conditions</u>: 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.
- 16. <u>Subletting of work</u>: 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 deems fit or even such contractor(s) can be blacklisted from applying to any future bids/tender of the Trust.
- 17. <u>Arbitration</u>: 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. The NBT shall reserves right to nominate sole Arbitrator. Such request shall be accompanied with a nominated 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 nominated 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.
- 18. The Contractor should enclose the Registration copies of EPF and ESI.
- 19. <u>Legal jurisdiction</u>: 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.

CONDITIONS SPECIFIC TO THE CONTRACT

- 1. Acceptance of the Tender will be communicated to the Contractor in writing within 15 days of the opening of the Financial Bid and the Work Order would be issued by <u>20 December 2018</u>.
 - After award of the contract, the Contractor shall, at his own cost, set up an office with sufficient staff, near the NBT's Fair Office at the fair site to be manned round the clock <u>from</u> <u>2 to 4 January 2019</u> and with the facility of a telephone and other communication equipment, detail of which should be made available to NBT office. The Contractor shall also deploy a team of representatives consisting of minimum 4 staff for carpet works, electric works, octonorm works and PA system works in each hall during the entire period of the fair who will report to Officer-In-Charge of the respective Halls.
- 3. Incomplete Bid(s) are liable to be rejected. It means Contractor(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.
- 4. The quantities mentioned in the schedule may be increased or reduced at the discretion of the NBT and no claim in this regard shall be entertained. If considered necessary, any item could be dropped completely.
- 5. When deemed necessary, the NBT may seek clarification on any aspect from the Contractor(s). However, that would not entitle the Contractor(s) to change or cause any change in the rates or any part of the Bid(s). The NBT may, if so desire, ask the Contractor(s) to give presentation for the purposes of clarification of the Bid(s). All expenses for this purpose as also for preparation of documents and other meetings will be borne by the Contractor(s).
- 6. The Contractor(s), in their own interest, is advised to inspect the site and see its physical condition before submitting Bid(s) at their own cost. If required, the leveling of the ground shall be done by the Contractor(s) at his/her own cost.
- 7. The NBT will open the Bid(s) in the presence of the Contractor(s) or their authorized representative, 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

- The successful contractor(s) would be handed over the site for construction of work <u>03 days</u> <u>before commencement of the Book Fair as per the requirement of work</u> and they should start the work immediately.
- 9. The successful contractor(s) must complete the work satisfactorily <u>one day before the commencement of the Book Fair by 1.00 p.m.</u> and handover the completion certificate of each Hall to the Deputy Director (Exhibition) through respective Hall In-charge appointed by NBT in writing. In case, no completion certificate for handing over of each Hall is given by the contractor, the Trust shall consider the recommendation of the Hall In-Charges and Deputy Director (Exhibition) for invoking penalty, etc. for delay in work, if any.
- 10. The contractor(s) shall engage technically qualified personnel in sufficient numbers for executing the work and NBT reserves its right to call for the details of staff so engaged by the contractor.
- 11. EMD and performance guarantee amount shall, however, be liable to be forfeited and the contractor will also be blacklisted from future work of NBT, in case the contractor(s) fails to complete the job within the stipulated time <u>or</u> if the job is not done satisfactorily as per the specifications.
- 12. <u>Insurance</u>: It will be the responsibility of the successful Contractor to take a comprehensive insurance cover against fire, damage, pilferage, etc., at his own cost and submit the copy of such insurance policy documents to the Trust at the time of handing over the constructed site after completion of work. He should take necessary precautions to safeguard against possible hazards/ accidents NBT shall not be liable to pay any additional amount to the Contractor in case of any accident/mis-happening and loss to the items/equipment/facility of the Contractor in case no insurance cover is taken by the Contractor for the items/facility provided.
- 13. The contractor shall indemnify and keep indemnified the NBT against all losses and claims for injuries or damage to any persons or any properly whatsoever which may arise of or in consequence of the fabrication and maintenance of works and against all or in relation thereto.

2.

13.1 Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, obtain and deposit with the NBT, Contractor's "All Risk Policy" Insurance policy with the beneficiary as "National Book Trust, India". And also insure against any damage, loss or injury which may occur to any property or to any person (including any employee of the NBT) by or arising out of carrying out of the contract.

14. Liquidated Damages: In case of failure to complete the job in time, NBT shall impose a penalty of Rs.10,000/- per hour apart from legal action, which the Trust may deem fit. The contractor(s) may also be blacklisted for future work. In such situation, NBT shall have the right to make alternate arrangement for completion of the work through some other contractor(s) of its choice. In that event, the EMD/Security Deposit amount will be forfeited.

14.1. The both parties agreed that time is essence of the contract.

- 15. The dismantling of structures should begin only after written permission from the Officer-In-Charge. But, if it is done without prior permission and loss of any material or property, on the basis of complaint, if any, is brought to the notice of the Officer-In-Charge, the contractor(s) will be liable to compensate to the value of loss thus incurred.
- 16. During the period of construction/equipment/fitting, the contractor(s) shall have to make his own arrangement for facilities at Book Fair Ground such as water, electricity, security etc.
- 17. The contractor(s) should insure his inventory at his own cost. In the event of any accident during the execution of work or during the period of the fair, the contractor(s) shall not be entitled to any compensation or claim from NBT. India for any loss to his personnel, articles, dead stock, furniture, fixtures, etc. on account of natural calamities/riots or any other reason, whatever it may be.
- 18. The contractor(s) will be responsible for the up-keep and maintenance of the entire structure/equipment/fitting of each Author Corner constructed by them along with complete P.A. system, mike/microphone/speaker, etc., till the end of the Fair, as per the specifications mentioned in Annexure-1, for which no extra payment shall be made. In case any of the item/equipment does not work at the time of programmes due to any reason <u>or</u> not as per specifications, then 20% penalty of the quoted rates shall be deducted by NBT. Hence contractor(s) should take appropriate measures to avoid such situation. In case of any breakage and damages, the same should immediately be replaced / repaired without any extra cost. In case, the contractor fails to fulfill the same, 20% penalty for that particular item will be imposed by NBT.
- 19. 50% part payment of the total value quoted in the financial bid will be made to the contractor(s) during the Fair, <u>subject to a physical verification done by the officers of the NBT</u>. The remaining 50% payment shall be made at the Headquarters along with EMD and security without any interest on completion of Book Fair on production of the bill. In case, anything adverse about the contractor(s) or his work is received by Headquarters from the Project Coordinator/Officer-In-Charge of the fair, then this 50% part payment can be reduced or even the entire amount can be held up.
- 20. Income tax shall be deducted at source as applicable under the rules. <u>Permanent Account</u> <u>Number (PAN) allotted by the Income Tax Authorities must be attached</u>, without which the Bid(s) is liable to be rejected.
- 21. The NBT reserves the right to accept or reject any Bid(s), and to annul the Bid(s) process and to reject all bids at any time prior to the award of the contract, without thereby incurring any liability to the affected Contractor(s) on the grounds for NBT's action.
- 22. The NBT reserves the right to visit the Godown of the Contractor(s) at any time before award of the job to assess the quality and quantity of the stock/material of the Bidder required for the fair.
- 23. The Contractor(s) will not be allowed to sublet the work to any other contractor(s) for providing any component during the Fair. Likewise, no co-sharing of the job will be permitted. In such case, the Trust can impose penalty as deemed fit or even such contractor(s) can be blacklisted from any future bidding process of the Trust.
- 24. The decision of the NBT with regard to all terms & conditions shall be final and binding.
- 25. If, at any time during performance of the contract, the contractor(s) should encounter conditions impeding timely execution of the work, he/she shall promptly notify the NBT in writing of the fact of delay, its likely duration and its causes. As soon as practicable, after receipt of the contractor's notice, the NBT shall evaluate the situation and may at its discretion extend the contractor's time for performance.

- 26. On conclusion of the fair, the stalls must be dismantled and the material removed by <u>11:59 p.m. on 13 January 2019</u>. This has to be ensured by the contractor that the halls are cleared by the stipulated date and time otherwise the contractor would be liable to pay all the penalty/rent as imposed by ITPO to NBT and such penalty shall be adjusted by NBT from the contractor's final bill/EMD/performance guarantee or through legal action.
- 27. Contractor(s) should make insurance of its articles, manpower or other items in his own interest.
- 28. In the event of items not being in required quantities or specifications, 20% penalty of the quoted rates will be imposed by NBT.
- 29. The decision of the NBT with regard to all terms & conditions shall be final and binding.
- 30. The quality of material to be used for the fabrication should conform to the approved model. Any deviation in quality will render the contractor liable to penalty as may be decided by the Trust. The decision of the Trust in this regard shall be final and binding on the contractor.
- 31. All the furniture to be provided shall be without any defect and should be scratch-less and stainless. The frames of the furniture should be either wooden or stainless steel only. The samples of the furniture should be got approved from the officer In-charge beforehand. In case of supply of sub-standard/defective materials, furniture etc., the officer In-charge shall have the power to deduct/recover full amount of the respective items against the payments due to the contractor.

^{32.} **Validity of the Bid**: The bid submitted by the contractor shall be valid for a minimum period of three months computed from the date of opening of the Financial Bid.

CHAPTER-4

Acceptance Letter (Should be typed on the Letterhead of the Contractor)

Dated :

From

То

The Director National Book Trust, India 'Nehru Bhawan' 5, Institutional Area, Phase-II, Vasant Kunj New Delhi – 110 070

Sub.: Submission of Tender for temporary fabrication and designing of Authors' Corners in Hall Nos.7, 8 and 12 for New Delhi World Book Fair-2020

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) _____ (2) _____

respectively in favour of National Book

Trust, India 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 are submitted as under:

I/We shall have no claim to the refund of Earnest money/Security 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 Deposit and Performance Guarantee 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.

[Signature of Contractor with stamp of the Firm]

TENDER FORM - I TECHNICAL INFORMATION AND UNDERTAKING

[Delete whichever of the following is not applicable before submitting the NIT or prepare a fresh format. Contractor may use separate sheet wherever required]

- 1. The tender document should be properly indexed with page numbers
- 2. Name of the Contractor/Party:
- 3. Nature of the concern (i.e. sole proprietor or partnership firm or a company or a Government Department or a Public Sector Organization): _____
- 4. Present Address:
- 5. Permanent Address:
- 6. Earnest Money Amount:
- 7. DD No. & Date, Name of the bank/cash receipt no. of NBT, if deposited in cash:
- 8. Whether each page of NIT and its Annexure have been signed and stamped: Y/N
- 9. Proposed date to start work
- 10. List of Major Customers should be given on a separate sheet and proof of satisfactory execution of work.
- 11. **Proof of the last 03 consecutive years' turnover of the firm**, which should not be less than Rs.25.00 lakh each continuously for the preceding three years should be enclosed.
- 12. Self-attested copy of the Permanent Account Number (PAN) should be enclosed.
- 13. Audited copies of authenticated Financial Statement (Balance Sheet, Profit & Loss Statement, etc.) for the last 03 consecutive years (2016-17, 2017-18 and 2018-19) should be enclosed.
- 14. Self-attested copy of the Income Tax Return for last 03 consecutive years (2016-17, 2017-18 and 2018-19) should be enclosed.
- 15. Self-attested copies of the Registration of GST and GST Return for last 01 Year (Form 3B & 1, etc.) should be enclosed.
- 16. The firm should have the experience of working with Central or State Government /Public Sector Undertaking and Autonomous bodies or of Govt. of India, State Govt. or National Level Professional Bodies in India or abroad of providing similar services for 4 years on the closing date and having successfully completed work of similar nature and magnitude. Similar nature of work mean – completed work in area of not less than 2,000 sq. mtr. each. (Please Note that: It is mandatory to enclose the copies of the Performance Certificates / Completion Certificates with the Technical Bid for the last 04 years. However, out of 04 years, at least 03 years Performance Certificates / Completion Certificates showing the work of minimum amount of Rs.10.00 lakhs done/executed in each year in support of their claim is required to be enclosed with Technical Bid).
- 17. The Contractors should have engaged an electrical supervisor, who possesses a valid electrical supervisor license issued by the Chief Electrical Inspector of a State or any other competent authority to undertake the electrical work properly. A copy of the license of the supervisor should be attached with the Tender Document. An undertaking should be provided on the Company's letter head stating that the Company has engaged the services of the electrical supervisor.
- 18. The **Supply Order/work order** from the concerned Unit/Deptt. should be submitted, in support of the experience.
- 19. Declaration in Affidavit on Non Judicial Stamp Paper of ₹10/- duly countersigned by Notary that they have not been banned or debarred or blacklisted by any Govt./Quasi Government Department, PSUs or Autonomous Organization is required to be enclosed (Photocopy of the affidavit will not be accepted).
- 20. Registration copies of EPF and ESI should be enclosed.
- 21. Personnel: Number of employees employed by Contractor in his company with minimum qualification laid down:
 - a) Technical
 - b) Non-technical

- 22. Duly filled up Acceptance letter (Chapter-4) should be enclosed with the Tender document.
- 23. **Specimen Signature, Name, Address, Contact No., designation/capacity** of the person Or authorized person signing the tender document on plain paper.
- 24. Any other information important in the opinion of the Contractor.

(Signature of Contractor 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 have seen the 'Sample Stall' and its specifications of the required standard and shall execute the work accordingly to the given specification/standard.
- 3. I/We further undertake that the information given in this tender are true and correct in all respects and I/We hold the responsibility for the same.

(Signature of the Contractor with stamp of the firm)

Date : _____

Place:

<u>CHECK LIST</u> – The Tenderers/Contractors should ensure the following before submission of the Technical and Financial Bids:

SI. No.	Particular(s)	Yes	No	Page Nos.
TECHN	IICAL BID			
1.	Tender document is properly indexed with page numbers			
2.	Name of the Contractor/Party is mentioned			
3.	Nature of concern (i.e. sole proprietor or partnership firm or a			
	company or a Government Department or a Public Sector			
	Organization)			
4.	Present Address			
5.	Permanent Address			
6.	Earnest Money Deposit (EMD)			×
7.	Each page of NIT and its Annexure are signed and stamped			
8.	List of Major Customers is given on a separate sheet and proof of satisfactory execution of work			
9.	Proof of last three consecutive years' turnover of the firm (minimum 25.00 lakhs turn over for each year)			
10.	Self-attested copy of PAN Card			
11.	Audited copies of authenticated balance sheet for last 03 consecutive years (2016-17, 2017-18 and 2018-19)			
12.	Self-attested copy of the Income Tax Return for last 03 consecutive years (2016-17, 2017-18 and 2018-19)			
13.	Self-attested copies of the Registration of GST and GST Return for last 01 Year (Form 3B & 1, etc.) should be enclosed.			
14.	Experience of working with Central or State Government/Public Sector Undertaking and Autonomous bodies or of Govt. of India, State Govt. or National Level Professional Bodies in India or abroad of providing similar services for last 04 consecutive years. (Please Note that: It is mandatory to enclose the copies of the Performance Certificates / Completion Certificates with the Technical Bid for the last 04 years. However, out of 04 years, at least 03 years Performance Certificates / Completion Certificates showing the work of minimum amount of Rs.10.00 lakhs done/executed in each year in support of their claim are required to be enclosed with Technical Bid).			
15.	Copy of license of Electrical Supervisor and the undertaking on Company's letterhead			
16.	Declaration in Affidavit on non-judicial stamp paper of Rs.10/-			
17.	Registration copies of EPF and ESI should be enclosed.			
18.	Personnel: Number of employees employed by Contractor in his company with minimum qualification: Technical/Non-technical			
19.	Duly filled up Acceptance letter (Chapter-4) should be enclosed with the Tender document			
20.	Specimen signature, name, address, contact No., designation/ capacity of the person OR authorized person signed the tender document on plain paper			
FINAN	CIAL BID			
1	Rates are quoted in the Annexure-1 of the Tender Form-II (Financial Bid) – Specification of Work/Bill of Quantity			

NOTE :- The Tenderers/Contractors, who are not fulfilling and submitting the above documents will not be considered and liable for rejection of their bids



Nehru Bhawan, 5, Institutional Area, Phase - II, Vasant Kunj, New Delhi -110070 New Delhi World Book Fair – 2020

(4 – 12 January 2020, Pragati Maidan, New Delhi)

Tender Form-II (Financial Bid) - Specification of Work/Bill of Quantity on hire basis for Fair period

SI. No	Specifications	Amount [Rs.]
1.	Floor - i) Raised Flooring/ platform of 85 mm/3.50 - 5 inch (Laminated new Brand printed carpet(**) on board corner finish with 'L' Shape Aluminum Bidding Angle) with ramp on both sides. Size-45ft.x60ft. Stage- board (wooden) height of 14 inch each, oval shape – size (Dias) 30ft.x10ft. (Stage floor English carpet with corner finish (Colour will be informed at the time of work order).	[]
2.	Furniture - i) 4 Centre Glass Tables (3' diametre) or 4 Centre Glass Tables (3'x1.5'), 10 cushioned armed chairs and 1 Podium with NBT/NDWBF Logo (Furniture should match the floor plan/ visualizations) and 2 Octonorm Tables.	
3.	75 Visitor Chairs (White)	
4.	Backdrop: i) Backdrop with both side wings (of backdrop of size 4 ft. width x 8 ft. height) on digital vinyl print for Events Corner and ii) For Author's Corner (English/Hindi) Backdrop with height of 10ft.x30ft. on digital vinyl print (Two side paneling in orange colour is required in Hall No.8 and Hall No.12).	
5.	Lighting requirements – 10 nos. LED lights (18 watt) on 1 self-leg light stand, 1 LED Screen (50 inch) for 9 days — (The bazel 10m with stand and back support connectivity with multicam setup, connectivity with DVD player and laptop for insertion for AV's & TV's, Sound system & stage fold back speakers, Sound mixing console, cables with wires and 5 Power Points	
6.	LED Wall Screen of Size 8'x12' with Ramp (With operator) P5 – Back support connectivity with multi cam setup, connectivity with DVD player and Laptop for insertion for AV's and TV's, sound system and stage fold back speakers, sound mixing, console and cables with wires and two power points	
7.	Flower pots - 50 flower pots Other Elements: Dustbin – 5 (Big size with Lid)	
8.	Complete PA system – 1 Nos. Cordless / Table Mikes – 6 Nos.	
9.	Stall of size 4mtr.x3mtr. (with orange colour paneling) for Officer In-charge — Arrangement of 9 LED Lights of 9 watts, 2 power point (each of 5 Amp), 1 sofa set (2 seater), 3 sofa set (1 seater) – (Laminated neat and clean sofa set are required to be provided at fair site), 6 cushioned armed chairs, 2 curtains, 2 octonorm tables with 1 Glass Centre table, 1 Dustbin and 1 new Almirah (Big) with one Mayur Jug with drinking water facility (20 Litre on per day basis)	
	Total Amount	

(*) NOTE: GST will be paid extra as per applicable rates.

(**)Providing & laying on hire basis a brand new laminated printed carpet, non-wooven needle punch carpet of genuine fibre minimum overall weight 1000 gm/ sgm (\pm) 5% having minimum 3.90 mm thickness preferable containing 375 gm polyester fibre or equivalent fibre (\pm) 5% and the carpet should not loss the thickness more than 25% after 1000 impact and of required shades & laying with approved adhesive or double side tape wherever required etc. as per the direction of Officer-In-charge.

After award of the work order, contractor needs to submit the sample of laminated Brand new carpet having required specifications as mentioned above to the Deputy Director (Exhibition), NBT within 3 days for testing purpose.

I/We undertake to abide and be bound by the terms and conditions of the tender/ contract.

Dated:	
Place:	

Signature:
Name:
Address:
PAN No: