

NATIONAL BOOK TRUST, INDIA
Nehru Bhawan, 5 Institutional Area, Phase-II, Vasant Kunj
New Delhi - 110 070

CHAPTER - 1

TENDER NOTICE

Subject : Submission of Tender for temporary construction of stalls, single stands using Octonorm system and hiring of furniture in Hall No.7 for New Delhi World Book Fair to be held from 4 to 10 February 2013 at Pragati Maidan, New Delhi.

1. National Book Trust, India, an autonomous organization under the Ministry of Human Resource Development, Government of India invites sealed tenders/bids for Temporary Construction of Stalls, Single Stands using Octonorm system and hiring of furniture for the New Delhi World Book Fair- 2013 to be held from 4 to 10 February 2013, Pragati Maidan, New Delhi.
2. Sealed tenders/bids are hereby invited for providing temporary construction of stalls, single stands using Octonorm system and providing of various furniture items on hire basis for **New Delhi World Book Fair 2013** from eligible contractors having minimum experience of 03 years with Central or State Government or Public sector undertaking/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.2.00 crores per annum or more during the last three years.
3. The tender document containing terms and conditions can be purchased **during the period from 22/11/2012 to 12/12/2012** (Except Sundays and Gazetted Holidays) up to **4:00 p.m.** on payment of **Rs.2,000/- (Rupees Two Thousand 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.
4. Tender for temporary construction of stalls, single stands using octonorm system 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.
5. 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 Temporary construction of stalls, single stands using Octonorm system and hiring of furniture in Hall No.7 for "New Delhi World Book Fair 2013".** The tenders will be received till **12/12/2012 up to 5:00 p.m.** in the office of Deputy Director (Exhibition), NBT, India or can be dropped in the

tender box placed at the Reception of NBT Head Office, 5, Institutional Area, Nehru Bhawan, Phase-II, Vasant Kunj, New Delhi-110070.

6. The technical bid shall be opened on **13 December 2012 at 11:00 a.m.** in the presence of the Tenderers 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. The Financial bids will be opened on **14 December 2012 at 11:00 a.m.**

7. **Schedule of Tender.**

Sl. No.	Tender Schedule	Date and time
1	Issue of Tender Form	22/11/2012 - 12/12/2012 (By 4:00 p.m.)
2	Last Date of submission of Tender Form	12/12/2012 till 5:00 p.m.
3	Date of opening of tender (Technical Bid)	13/12/2012 at 11:00 a.m.
4	Date of opening of tender (Financial Bid)	14/12/2012 at 11:00 a.m.
5	Earnest Money	Rs. 1.00 lakh

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 inclusive of all taxes, levies etc. except service Tax which shall be paid at the rates applicable from time to time as 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 figure, the amount in words will prevail.

Earnest Money

9. Earnest Money Deposit (EMD) amount of Rs.1.00 lakh is to be deposited with the tender in the form of Demand Draft/Banker's Cheque payable at New Delhi and drawn in the favour of National Book Trust, India, otherwise 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. Tenderer shall not be permitted to withdraw their offer or modify the terms and conditions thereof after acceptance of tender. In case the Tenderer 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 Tenderer will also liable to be debarred/blacklisted from participating in the tendering process of the Trust in future or 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 Tenderer 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 himself to accept the lowest tender and reserves to himself 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.
14. 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 four months from the date of opening of Technical Bid. If the Tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and condition of the tender 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 be at liberty to forfeit the earnest money and Performance Guarantee Money.
16. The items given in the specification of work are approximate. Requirement may increase or decrease as per decision of competent Authority of NBT, India which will be duly communicated in writing to the Tenderer.
17. Any modification/corrigendum issued with regard to this tender document shall be uploaded on NBT website only. Bidders/Tenderers 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.

Yours faithfully,

**DEPUTY DIRECTOR (EXHIBITION)
NATIONAL BOOK TRUST, INDIA**

GENERAL TERMS AND CONDITIONS

Parties

1. The parties to the contract are the contractor (the Tenderer to whom the work has been awarded) and the NBT, India through its Director.

Address

2. For all purposes of the contract including Arbitration thereunder, 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.

Contractor

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

Specification of work

4. The Specification of work shall mean the specification of work as specified in Chapter-6 and forming part of this contract.

Priced Schedule and Quantities

5. Priced Schedule of Quantities shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.
6. The tenderer should have sufficient quantities of the octonorm system in stock. He should show quantities owned by him in a certificate to be given along with the tender.
7. 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 jobs. If it is felt that the Contractor does not have the capability to carry out the specified job in such an event, NBT reserves it right to reject the Bid on technical grounds. The decision of NBT in this regard would be final and binding.

Tenders

8. The entire set of tender paper issued to the Tenderer should be submitted fully priced and also duly signed on the last page together with initials on every page by the Authorised person

of the Tenderer. Initial/signature will indicate the acceptance of the tender papers by the Tenderer.

9. 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 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 the applicable Act. 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 figure, the amount least/lowest will prevail.
10. If no amount is mentioned against any item/column then its value shall be considered as ZERO and tenderer has to provide/supply that item/facility free of cost.
11. The schedule of quantities shall be filled in as follows :
 - (a) The "Rate" column to be legibly filled by using Ball pen or typed both in figures (numerical) and words.
 - (b) Amount column to be filled in for each item (rate per unit as well as total amount for required quantity)
 - (c) All corrections are to be duly initialed.
 - (d) 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 shall be allowed in the tender papers by the Tenderer.
12. 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/other tender firm or firms, without assigning reasons.
13. The Tenderer shall note that his tender shall remain open for consideration for a period of four months from the date of opening of the tender (Price Bid).
14. 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.
15. If the cover of the tender is not sealed and marked, the NBT will assume no responsibility for the tender's misplacement or premature opening.

16. The Tenderer shall bear all costs associated with the preparation of his Tender including cost of preparation for the purposes 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. Tender documents once submitted by Tenderer will not be returned by NBT under any circumstances.
17. 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.
18. The Tenderers, in their own interest, are advised to inspect the site and see its physical condition before submitting Tenders at their own cost. If required, the cleaning of the halls shall be done by the Tenderer at his own cost.

Preparation and Submission of Tender

19. The tender should be submitted in two parts, namely: (i) **Technical bid** and (ii) **Financial bid**. The duly filled in application form in Chapter-5 along with all requisite enclosures together with Demand Draft/Banker's Cheque of Earnest Money shall be placed in the sealed cover containing Technical Bid. Each bid should be kept in separate sealed covers, addressed to **Deputy Director (Exhibition)**. The outer envelope containing both sealed covers should bear the address and subject of tender. The inner envelope should be superscribed with subject of tender whether the envelope is containing the '**Technical Bid**' or the '**Financial Bid**'.

(a) **Signing of Tender** : Individual signing the tender or other documents connected with contract must specify whether he signs as:

(i) A sole proprietor of the concern or constituted attorney of such sole proprietor;

Or

(ii) A partner of the firm, if it is 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.

Or

(iii) Director or a principal officer duly authorized by the Board of Directors of the Company.

Note Below :

- I. (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 self attested copy of the certificate of registration of firm should also be enclosed along with the tender.

- II (ii) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any particular partner, the tender and all other related documents must be signed by all partners of the firm.
- III (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 to his rights may 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 to 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 the signature of the Tenderer, otherwise the quotation may not be considered.

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 temporary construction of stalls, single stands using octonorm system and hiring of furniture in Hall No.7 for **New Delhi World Book Fair 2013" and the name of the applicant.**

Note :

- The inner envelopes shall also indicate the name and address of the applicant.
- If the cover of the Tender is not sealed and marked, the NBT will assume no responsibility for the Tender's misplacement or pre-mature opening.

Rates quoted

20. The rates quoted in the tender shall be for each item for the entire duration of Fair until it is specifically mentioned. 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. No extra payment shall be made by NBT in addition to the accepted rate.

Opening of tender

21. The NBT will open the Tenders in the presence of the Tenderers or their authorized representatives, who may choose to be present at the following location:

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

22. The Tenderer is at liberty to either present himself or authorize not more than one representative to be present at the time of opening of the tender. The representative attending the opening of the tender on behalf of the tenderer **should bring with him a letter of authority from the Tenderer and proof of identification of self.**
23. **Sealed tenders, superscribed "NDWBF 2013: Tender for temporary construction of stalls, single stands using Octonorm system and hiring of furniture for NDWBF to be held from 4 to 10 February 2013 should address to the "Deputy Director (Exhibition)", National Book Trust, India, Nehru Bhawan, 5, Institutional Area, Phase-II, Vasant Kunj, New Delhi-110070 and may reach latest by 12 December 2012 till 5:00 p.m. The Technical Bid shall be opened on 13 December 2012 at 11:00 a.m. and the Financial Bid shall be opened on 14 December 2012 at 11.00 a.m. In case of change in dates, the same shall be notified to parties.**

Criterion for Evaluation of Tenders

24. The NBT will examine the Tenders to determine whether- they are complete, any computational errors have been made, the documents have been properly signed, and 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.
25. Based on the qualification criteria specified in Chapter-4, the evaluation of all responsive tender will be made first on the basis of technical and commercial information furnished in 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 in such event, NBT reserves its right to reject the bid on technical grounds. The decision of NBT in this regard would be final and binding. **The Financial bid of those firms, whose technical bids found to be in order as per the technical parameters set by NBT at Chapter - 5, will only be opened on 14 December 2012 at 11:00 a.m.** It must be kept in view that no decision will be given by the tender Evaluation Committee. Any inferences drawn during the meeting of this committee by the tenderers 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. The award of work will be further subject to any specific terms and conditions of the contract given in **Chapter - 3**.

Earnest Money

26. Earnest Money Deposit (EMD) amount of Rs.1.00 lakh is to be deposited with the tender in the form of Demand Draft/ Banker's Cheque payable at New Delhi and drawn in the favour of

National Book Trust, India, otherwise the tender is liable for rejection. Any **E.M.D in the form of Bank Guarantee or any other form is not acceptable.**

27. Tenderer shall not be permitted to withdraw their offer or modify the terms and conditions of the tender. In case the Tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rate, or only undertake to do portion of the work, the aforesaid amount of earnest money will be forfeited by the Trust. Besides, the Tenderer will also be debarred/blacklisted from participating in the future tendering of the Trust or fined.
28. No claim shall lie against NBT in respect of erosion in value or interest on the amount of Earnest Money Deposit or security deposit.

Validity of bids

29. The bids shall be valid for a period of four months from the date of opening of the tenders. This has to be so specified by the Tenderer in the financial bid.

Award of tender

30. Financial Bids shall be opened only in respect of those tenderers who will qualify the conditions/criteria of technical bid.
31. NBT will have discretion to award the contract to more than one contractor in case the successful Tenderer fails to complete work. In such a condition, other bidders shall work at the lowest accepted rate. The NBT, however, reserves its right to recover the difference, if any, arising out of above condition from the Tenderer if the other parties execute the work on higher rates than the lowest accepted rates.
32. When deemed necessary, the NBT may seek clarification on any aspect from the Tenderers. However, that would not entitle the Tenderer to change or cause any change in the price quoted. The NBT may, if so desired, ask the Tenderer to give presentation for the purpose of clarification of the tender. All expenses for this purpose as also for the preparation of documents and other meetings will be borne by the Tenderer.

Communication of acceptance/right of acceptance

33. 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 to the contractor's quotation or any tender. Successful Tenderer will be informed of the acceptance of his tender in writing. Necessary instructions regarding the amount and time provided for Security Deposit, if any, will be communicated.

- 33.1. The NBT may waive off any minor infirmity or non-conformity in the tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of other Tenderers.
- 33.2. Any failure on the part of the contractor to observe the prescribed procedure and any attempt by the contractor to influence the NBT for furtherance of the contractor's interest, his tender will be rejected forthwith. The decision of the NBT in this regard will be final.
- 33.3. Representatives of the NBT shall have the authority to inspect the office(s)/facilities with the civil contractor before award of the contract and the contractor should facilitate the same.

Performance/Security Guarantee

34. **The bidder would have to submit the Performance Guarantee to the value of 10% of the basic value of contract in the form of Demand Draft/Banker's Cheque or alternatively in the form of bank guarantee to NBT within seven working days from the day of issue of work order after adjusting the amount of EMD already paid. 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 Performance/Security Money so deposited along with the EMD will be retained till conclusion of the Fair and refunded along with balance payment **without any interest.****

Insolvency etc.

35. 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 prior notice.

Breach of terms and condition

36. In case of breach of any of terms and conditions, the Competent authority will have the right to cancel the work order/job without assigning any reason therefore nothing will be payable by this Department in that event and the EMD and Performance security deposit shall also stand forfeited. Besides, the Tenderer will also be debarred/blacklisted from participating in the future tendering process of the Trust.

Subletting of work

37. The firm shall not assign or sublet the work/job to any other person or party. If it is noticed by the NBT that the contractor to whom work has been awarded, sublet the work to other contractor/party including those person or persons who participated in the bidding process then penalty of up to 25% on total bill shall be imposed. Apart from above, such contractor can also be blacklisted from future tendering of the Trust as per Trust decision.

Arbitration

38. 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 amicably between parties. 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 settlement of the dispute for decision by an arbitral tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs, Govt of India. Such request shall be accompanied with a panel of names of three persons to act as the sole arbitrator by parties. 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 duly amended from time to time and the rules framed thereunder and in force shall be applicable to such proceedings.

Legal jurisdiction

39. 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.

Validity of tender

40. The tender is valid for a period of four months.

CONDITIONS SPECIFIC TO THE CONTRACT

1. Acceptance of the Tender will be communicated to the Tenderer in writing within 15 days of the opening of the Financial Bid and the work order would be issued by the second week of December 2012.
2. After award of the contract, the contractor shall, at his own cost, set up an office with sufficient staff, near the NBT's office at the fair site to be manned round the clock from **1 to 11 February 2013** and with the facility of a telephone and other communication equipments, detail of which should be made available to NBT office.
3. The Tenderers, in their own interest, are advised to inspect the site and see its physical condition before submitting Tenders at their own cost.
4. The successful contractor would be handed over the site for construction by **1 February 2013 by 11:00 a.m.** and he should start the work immediately.
5. The contractor shall, at his cost, set up an office near the NBT's office at the fair site to be manned round the clock and with the facility of a telephone and other communication equipment, detail of which should be available with the NBT office. The contractor shall also deploy one representative in each hall during the entire period of the fair who will report to Officer-In-Charge of the respective Halls.
6. The response time for attending to complaints from the participants would be within one hour. Failure to comply with the response time will render the contractor liable to penalty as may be decided by the NBT depending upon each lapses/failure.
7. The successful contractor must complete the work satisfactorily by **10.00 a.m. on 3 February 2013** and handover the completion charge report of the Halls work done, to the Deputy Director (Exhibition) through Hall In-Charges appointed by the NBT in writing. In case, no completion letter for handing over of the ground fair is given by the Tenderer, 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.
8. The contractor shall engage technically qualified personnel in sufficient numbers for executing the work and the NBT reserves its right to call for the details of staff so engaged by the contractor.
9. EMD, Security money and performance guarantee amount shall, however, be liable to be forfeited in case the contractor fails to complete the job within the stipulated time or if the job is not done satisfactorily as per the specifications. If the successful contractor backs out after award of the contract, Earnest Money and Performance Guarantee Deposit shall be forfeited and also the contractor may be blacklisted for future tendering of NBT for a

specific period or fine.

10. **Insurance** : 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/mishappening 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.
- 10.1. The contractor shall indemnify and keep indemnified the NBT against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise of or in consequence of the construction and maintenance of works and against all or in relation thereto.
- 10.2. 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.
11. **Liquidated Damages** : In case of failure to complete the job in time, NBT shall impose a penalty of **Rs. 25,000** per hour without prejudice its interest in legal action, which the Trust may deem fit. The contractor may also be blacklisted for future work. **In such situation**, NBT shall have the right to make alternative arrangement for completion of the work through some other contractor of its choice. In that event, the entire cost so incurred by the NBT will have to be borne by the original contractor **and may be deducted from their bill or Performance Security amount/ EMD**.
12. The dismantling of structures should begin only after written permission from the Deputy Director (Exhibition) and Hall In-Charge appointed by the Trust in writing. But, if it is done without prior permission and loss of any material or property, on the basis of complaint, if any, brought to the notice of the Officer-In-Charge of the Hall concerned or Deputy Director (Exhibition). The NBT shall provide a list of Officer-in-Charge of Halls to the contractor. The contractor will be liable to pay the total amount of such loss thus incurred.
13. During the period of construction/equipment/fitting and providing of furniture, the contractor shall have to make his own arrangement for the facilities at Book Fair site/halls, such as water, electricity, security etc. at his own cost.
14. The contractor should ensure his inventory at his own cost. In the event of any accident or on account of natural calamities/riots or any other reason whatsoever during the execution of work or during the period of the fair, the contractor shall not be entitled to any compensation or claim from National Book Trust, India for any loss to his personnel, articles, dead stock,

furniture, fixtures, etc.

15. The contractor will be responsible for the up-keep and maintenance of the entire structure/equipment/fitting constructed by him till the end of the Fair, for which no extra payment shall be made. Breakage and damages, if any, shall immediately be replaced/repared without any extra cost.
16. 50% payment of the billed amount will be made to the contractor at the Fair site, subject to a physical verification report of the work done by the contractor. This payment can be curtailed if the Physical Verification Committee observed that the contractor has not completed the work in time, or has provided inferior quality item/facility and not as per the specifications given in the contract. The contractor shall be entitled for remaining payment of 50% along with EMD and performance security amount **without any interest** on completion of Book Fair within a period of 30 days time.
17. Documentary evidence of the tenderer being a registered/approved Govt. contractor and of his having done work of a similar nature in about 2,000 sq. mtr. area or more must be submitted with technical tender.
18. Income tax shall be deducted at source as applicable under the Act. **Permanent Account Number (PAN) allotted by the Income Tax Authorities must be quoted in Annexure 2,** without which the Tender is liable to be rejected.
19. The NBT reserves its right to accept or reject any Tender, and to annul the Tender process and to reject all bids at any time prior to the award of the contract, without thereby incurring any liability to the affected Tenderer or Tenderers on the grounds for NBT's action. In such an event, tender documents become an official documents of NBT which shall not be returned to the Tenderer.
20. The Tenderer will not be allowed to sublet the work to any other contractor for providing any component during the Fair. Likewise, no co-sharing of the job amongst the participating Tenderers will be permitted by NBT. In case of violation, the NBT reserves its right to debar or blacklist the Tenderer towards participating in any of the further tender process or impose fine etc.
21. The decision of the NBT **with regard to all terms & conditions shall be final and binding.**
22. In the event of items not being provided in required quantities or specifications, penalty will be imposed as under:

A. CIVIL CONSTRUCTION

a)	Stalls	20% of the quoted rate of the component & 10% on total bill
b)	Stands	
c)	Auditorium	
d)	Office Block	
e)	Reception	
f)	Gate	
g)	Furniture Items	
h)	For other items	10% of the quoted rate of the component and 10% on the total bill

23. The quality of material to be used for the construction 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.
24. The contractor will be responsible for the up-keep and maintenance of the entire structure of stands/stalls constructed by him till the end of the Fair, for which no extra payment shall be made. Breakage and damages, if any, shall immediately be replaced/repared without any extra cost.
25. It will be the responsibility of the successful contractor to take a comprehensive insurance cover against fire, damage, pilferage, etc. at his own cost. He should take necessary precautions to safeguard against possible hazards/accidents.
26. In the event of any accident during the execution of work, any loss shall be borne by the contractor. He shall not be entitled to any compensation or claim from the National Book Trust, India for any loss to his articles, dead stock, furniture, fixtures, etc. on account of natural calamities beyond the control of the Authorities.
27. **On conclusion of the fair, the stalls must be dismantled and the material removed before 10:00 a.m. on 12 February 2013.** This has to be ensured by contractor that the halls are cleared by the stipulated date and time otherwise 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 security/ /Guarantee or through legal action.

Validity of the bid

28. 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 powers to deduct/recover full amount of the respective items against the payments due to the contractor.

29. The bid submitted by the Tenders shall be valid for a minimum period of four months computed from the date of opening of the Financial Bid.

PARAMETERS FOR EXECUTING THE WORK (QUALIFICATION CRITERIA)

1. The firm should be registered and should be in existence for at least 5 years.
2. The firm has to declare the Company profile such as partnership/proprietorship/ Memorandum & article of Association of the company.
3. 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 3 years on the closing date and had 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. A copy for documents in support of their claim should be enclosed.
4. Certified copy of last three years balance sheet showing minimum annual turnover of Rs.2.00 crores each year continuously .
5. Certified copy of Income tax returns for last 3 years (2009-10, 2010-11 and 2011-12).
6. Attested copy of Registration Certificate.
7. Attested copy of Service tax returns for last 3 years (2009-10, 2010-11 and 2011-12).
8. Attested copy of PAN card.
9. Affidavit stating that he has not been debarred or blacklisted by any Government, Quasi Government, PSU or Autonomous Organization or International Bodies like UN, etc.
10. Documentary evidence of having sufficient stock has to be provided along with the Tender.

Application Form

(Should be typed on the Letterhead of the Contractor)

From

To

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

Tender No.

Dated:

Sub.: **Submission of Tender for temporary construction of stalls, single stands using Octonorm system and hiring of furniture for New Delhi World Book Fair 2013.**

Dear Sir,

With reference to your above-mentioned notice inviting tenders, I/We hereby offer to provide required services to National Book Trust. 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 shall be final and binding on me/us.

A Demand Draft No./Pay Order/Cash Receipt no. of NBT, if deposited in cash _____ Dated _____ drawn on _____ intended for the prescribed amount in favour of National Book Trust, payable at New Delhi is enclosed as earnest money, as desired. 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.

My/our PAN no _____ and Service tax no _____.

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 & 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 Tenderer 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. Tenderer may use separate sheet wherever required]

1. Name of the Tenderer/Concern
2. Nature of the concern
(i.e. sole proprietor or partnership firm or a company or a Government Department or a Public Sector Organisation)
3. Present Address
4. Permanent Address
5. Earnest Money Amount :
6. DD No. & Date, Name of the bank/cash receipt no. of NBT, if deposited in cash
7. Whether each page of NIT and its Annexure have been signed and stamped.
8. Proposed date to start work **1 February 2013.**
9. List of Major Customers may be given on a separate sheet and proof of satisfactory execution of work.
10. Proof of the last three years' turnover of the firm, which should not be less than Rs.2 crores each continuously for the preceding three years.
11. Permanent Account Number
12. Whether copies of authenticated balance sheet for the past three years enclosed.
13. Copies of the service tax returns for the last three years
14. Experience certificate of supplier covering execution to various State Govt./Central Government.
15. The Supply Order from the concerned Unit/Deptt. should be submitted, in support of the experience.
16. Declaration in Affidavit on Non Judicial Stamp Paper of Rs.10/- duly countersigned by Notary that they have not been banned or debarred by any Govt./Quasi Government Department or

PSUs & all documents/information submitted by them are genuine and correct (in enclosed format).

17. Personnel: no. of employees employed by contractor in his company with minimum qualification laid down:
 - a) Technical
 - b) Non-technical
18. Specimen Signature, Name, Address, Contact No., designation/capacity of the person signing the tender document on plain paper.
19. Any other information important in the opinion of the tenderer.

(Signature of Tenderer 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 respect and I/we hold the responsibility for the same.

(Signature of the tenderer with stamp of the firm)

Date

Place

SPECIFICATION OF WORK/BILL OF QUANTITY

Sl No.	Particulars	Quantity
1	Construction of approximately 60 stalls in Hall No.7, each of 3m x 3m (with wall panels in specific colour along with the top of the podium in the same colour), three side paneling of prefab bright finished octonorm structure connecting table at the back of size 1m x .5m (1 no.), two tables of 1m x 1m on side with $\frac{1}{2} \times \frac{1}{2}$ mtr. diagonally cut from the front with floor covering of synthetic needle punch new carpet with uniform colour of good quality, consisting of 9 MS shelves of size 96"x8.5" with 2" depth duly powder coated in the same colour, 6 spotlights, one octonorm table, two black cushion chairs, one curtain (same curtain throughout the hall for covering the stall till the end of the Book Fair) should be provided by 10:00 a.m. on 3 February 2013, computerized fascia of uniform colour with lettering on vinyl cutting in Hindi/English, a plug point for computer with 5 and 15 Amp socket. NOTE : The colour of the panels/shelf/podium top will be informed at later stage.	60
2	Construction of approximately 5 stands in Hall No.7, each of 1m length (single panel in specific colour along with the top of the podium in the same colour), with pre-fab bright finished octonorm system, one panel with 4 MS shelves of size 1 mtr. length with 8.5" width & 2" depth duly powder coated in the same colour, one spotlight, one octonorm table, one black cushion chair, one curtain (same curtain throughout the hall for covering the stand till the end of the Book Fair) should be provided by 10:00 a.m. on 3 February 2013, computerized fascia of uniform colour with lettering on vinyl cutting in Hindi/English, a plug point for computer with 5 and 15 AMP socket. NOTE : The colour of the panels/shelf/podium top will be informed at later stage.	5
3	Bare Space - No stalls will be constructed by the contractor. However, electric connection and carpeting in bare space stalls are to be provided by the contractor.	40
4	Laying and fixing of new synthetic carpet (on hire basis) in the passages of Hall No.7, inclusive of maintenance during the fair.	2000 sq. mtr.

TENDER FORM - II (FINANCIAL BID)
SPECIFICATION OF WORK/BILL OF QUANTITY

Sl No.	Particulars	Quantity	Rates per unit (in Rs.) for full duration	Total (in Rs.) for full duration
1	<p>Construction of approximately 60 stalls in Hall No.7, each of 3m x 3m (with wall panels in specific colour along with the top of the podium in the same colour), three side paneling of prefab bright finished octonorm structure connecting table at the back of size 1m x .5m (1 no.), two tables of 1m x 1m on side with $\frac{1}{2} \times \frac{1}{2}$ mtr. diagonally cut from the front with floor covering of synthetic needle punch new carpet with uniform colour of good quality, consisting of 9 MS shelves of size 96"x8.5" with 2" depth duly powder coated in the same colour, 6 spotlights, one octonorm table, two black cushion chairs, one curtain (same curtain throughout the hall for covering the stall till the end of the Book Fair) should be provided by 10:00 a.m. on 3 February 2013, computerized fascia of uniform colour with lettering on vinyl cutting in Hindi/English, a plug point for computer with 5 and 15 Amp socket.</p> <p>NOTE : The colour of the panels/shelf/podium top will be informed at later stage.</p>	60		

2	<p>Construction of approximately 5 stands in Hall No.7, each of 1m length (single panel in specific colour along with the top of the podium in the same colour), with pre-fab bright finished octonorm system, one panel with 4 MS shelves of size 1 mtr. length with 8.5" width & 2" depth duly powder coated in the same colour, one spotlight, one octonorm table, one black cushion chair, one curtain (same curtain throughout the hall for covering the stand till the end of the Book Fair) should be provided by 10:00 a.m. on 3 February 2013, computerized fascia of uniform colour with lettering on vinyl cutting in Hindi/English, a plug point for computer with 5 and 15 AMP socket.</p> <p>NOTE : The colour of the panels/shelf/podium top will be informed at later stage.</p>	5		
3	<p>Bare Space - No stalls will be constructed by the contractor. However, electric connection and carpeting in bare space stalls are to be provided by the contractor.</p>	40		
4	<p>Laying and fixing of new synthetic carpet (on hire basis) in the passages of Hall No.7, inclusive of maintenance during the fair.</p>	2000 sq. mtr.		

ADDITIONAL : AS PER REQUIREMENT

Sl No.	Particulars	Rates per unit for one day [in Rs.]	Rates per unit for full duration [in Rs.]
1	Wooden /steel tables 5' x 2' with cloth		
2	Cushion chairs		
3	Steel Almirah (full size-Godrej type) with proper locking system		
4	Sofa Set Ordinary		
5	Visitors' chairs		
6	Black folding chairs with steel arm and canvas seat and back (Approximately. NBT Office- 200 Nos, Participants - 1000 Nos)		
7	Revolving Office chairs (Approximately 50 Nos)		
8	Octonorm tables for participants		
9	Octonorm Panels		
10	Octonorm Channels for buntings		
11	Stages (rate per sq. ft.)		
12	Table 6 x 2 with frill		
13	VIP chair		
14	Round Glass tables		
15	Octonorm		
16	Mozo Panels connecting Halls		
17	Spot Lights		
18	Halogen lights		

19	Glass Panels		
20	Glass Shelves		
21	Doors with lock		
22	Curtain		
23	LCD (i) 42", (ii) 46", (iii) 52"		
24	Centre Glass Table		

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

Signature

Name :.....

Address :.....

Place :.....

Date :

PAN No.

List of documents submitted along with the tender :

1. Documentary evidence of the tenderer being an approved government contractor and of his having done work of similar nature.
2. Registration Certificate.