



NATIONAL BOOK TRUST, INDIA
NEHRU BHAWAN, 5, INSTITUTIONAL AREA
VASANT KUNJ PHASE-II, NEW DELHI-110070

TERMS AND CONDITIONS OF THE TENDER FOR CONSTRUCTIONS OF
BPC, AGARTALA

1. The tender shall be submitted on the prescribed tender form (**enclosed**)
2. 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.
3. The tenderer should clarify whether the individual signing the tender or other documents in connection with the tender signs as:
 - 3.1 A "sole proprietor" of the firm or constituted attorney of such sole proprietor, or
 - 3.2 A partner of the firm if it be a partnership in which case he must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the tender should be signed by all the partners, or
 - 3.3 Constituted Attorney if it is a company.
 - 3.4 The tender should be signed either by the proprietor or by his authorized representative. In case of the latter, an authority letter should be enclosed with the tender.
4. Incomplete tenders are liable to be rejected. It means Tenderer should quote for all items. If any item is missed or not quoted, the entire Tender will be rejected.
5. The quantities mentioned in the schedule may either be increased or reduced at the discretion of the NBT. However, for the reduced quantity no claim shall be entertained and if considered necessary, any item could be dropped completely.
6. The tenderers should fill the rates both in figures as well as in words. The tender form may be filled in English and all entries must be handwritten in ink. Overwriting of rates is not permitted. Corrections, if any, should be attested by the tenderer with his initials.

7. If there is a discrepancy in rates between words and figures, the amount in words will prevail.
8. 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 purposes 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.
9. The NBT will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.
10. 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 the non-conformity.
11. The NBT may waive 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. The decision of the NBT in this regard will however be final.
12. **Liquidated Damages**
Work must be completed by 5 p.m. on 21th April 2014 in all respects. **Failure to do so will entitle the NBT to impose a penalty of Rs.5,000.00 per hour on the contractor and he may be blacklisted for future work.** In addition to it the Performance Guarantee and security deposits shall stand forfeited. Further, failure on the part of the contractor to complete the job in accordance with the terms and conditions set out and within the time schedule will confer on the NBT the right to get the work done through another contractor, in which event, the entire cost/damages so incurred by the NBT will have to be paid by the first contractor.
13. 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.
14. The successful tenderer will have to get a Layout/Grid/Picture of the NBT Stalls approved by the NBT before execution of the work.
15. The quality of material to be used for the construction should conform to the approved model/presentation. 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.
16. The contractor shall engage technically competent personnel for executing the work.
17. The NBT will award the contract to the tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

18. Before award of the contract the successful tenderer will be required to deposit Performance Guarantee(refundable) a sum equivalent to 10% of the value of the contract in the form of a Demand Draft drawn in favour of **National Book Trust, India**, payable at Delhi. The Performance Guarantee deposit shall be released by the NBT after successful completion of the contract in all respects.
19. The security money shall be forfeited in the event the contractor either 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 opening the quotations or on award of the contract, Performance Guarantee is liable to be forfeited.**
20. During the period of construction of NBT Stalls, the contractor shall have to make his own arrangement for various amenities necessary for the smooth execution of his work.
21. The contractor will be responsible for the up-keep and maintenance of the entire structure of NBT 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.
22. The payment of the billed amount will be made subject to a physical verification by the officers of the NBT.
23. **Documentary evidence of the tenderer being a registered/approved contractor and of his having done work of a similar nature in India and abroad.**
24. Income tax shall be deducted at source as applicable under the rules. **Permanent Account Number (PAN) allotted by the Income Tax Authorities must be quoted in Annexure 1** , without which the tender is liable to be rejected.
25. The NBT reserves the 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.
26. The decision of the NBT in this regard would be final and binding.
27. The NBT and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute, arising between them under or in connection with the contract. However, any unresolved disputes would be subjected to the jurisdiction of Delhi courts only.
28. Any loss to the NBT due to the negligence/lapse on the part of the contractor shall be borne by the contractor. Alternatively, the amount of loss will be deducted from the amounts payable to the contractor.
29. The NBT reserves the right to accept/reject any/all the tenders without assigning any reason.

Validity of the bid

30. The bid submitted by the tenderers shall be valid for a minimum period of 30 days computed from the date of opening of the bid.

Arbitration

31. That it has been mutually agreed between the Director, NBT and the Firm/Supplier that any dispute arising out of this acceptance shall be referred to for Arbitration to the Chairman, NBT address and his decision shall be binding on the Firm/Vendor. The Firm/Vendor shall not raise any question of competence of Chairman, NBT do act as sole Arbitrator.

Legal Jurisdiction

32. Any legal dispute will be subject to jurisdiction of Delhi Courts and no other Court shall have the jurisdiction.

For any query please contact:

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