

ANNEXURE 1

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

NORTH LAKHIHMPUR BOOK FESTIVAL
13 TO 21 MARCH 2010

TERMS AND CONDITIONS FOR TEMPORARY CONSTRUCTION OF STALLS AND INSTALLATION OF ELECTRICAL FITTINGS AND PA SYSTEM, ON HIRE BASIS

NATURE OF WORK

Construction of waterproof temporary stalls and other fixtures, installation of electrical fittings and PA system as mentioned in Annexure 2.

TERMS AND CONDITIONS

1. The Tender should be submitted on the prescribed Tender Form (Annexure 2). Tender should be filled in only as per unit for which is called for, deviation from which will be cause rejection of whole tender.
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 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.
4. The Tenderer should clarify whether the individual signing the Tender or other documents in connection with the Tender signs as:
 - 4.1 A "sole proprietor" of the firm or constituted attorney of such sole proprietor, or
 - 4.2 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. Alternatively, the Tender should be signed by all the partners, or
 - 4.3 Constituted Attorney of the firm if it is a company.

5. The Tenderer may modify or withdraw his Tender after submission of the Tender, provided that written notice of the modification or withdrawal is received by the NBT prior to the last date prescribed for receipt of Tenders. No Tenders may be modified subsequent to the last date for their receipts.
6. Incomplete Tenders are liable to be rejected. It means Tender should quote for all items. If any item is missed or not quoted the whole Tender will be rejected.
7. 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.
8. 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.
9. If there is a discrepancy in rates between words and figures, the amount in words will prevail.
10. Tenderers shall be required to deposit Earnest Money (refundable) equivalent to 2% of the contract value in the form of a Demand Draft drawn in favour of **National Book Trust, India**, payable at Delhi. Tenders not accompanied by the requisite Earnest Money shall be rejected summarily.
11. 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 rates or any part of the Tender. 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 preparation of documents and other meetings will be borne by the Tenderer.
12. The Tenderers, in their own interest, are advised to inspect the site and see its physical condition before submitting Tenders.
13. The NBT will open the Tenders in the presence of the Tenderers or their authorised representatives, who may choose to attend at the following location:

National Book Trust, India
Nehru Bhawan, 5, Institutional Area, Vasant Kunj Phase-II, New Delhi-
110070

14. 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.
15. 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.
16. 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 any other Tenderer. The decision of the NBT in this regard will however be final.
17. The successful contractor must complete the work satisfactorily by 10 p.m. on 11 March 2010.
18. The contractor shall engage technically qualified personnel for executing the work.
19. The NBT will award the contract to the successful Tenderer whose Tender has been found to be substantially responsive and as the lowest evaluated bid, provided further that the Tenderer is found to be eligible as per the Tender terms to perform the contract satisfactorily. The NBT shall however not bind itself to accept the lowest or any Tender, wholly or in part.
20. Before award of the contract the successful Tenderer will be required to deposit as Security (refundable) a sum equivalent to 5% of the value of the contract, after adjustment of Earnest Money Deposit in the form of a Demand Draft drawn in favour of **National Book Trust, India**, payable at Delhi. The Security Money so deposited will be retained till conclusion of the Fair and refunded alongwith balance 50% payment.
21. Security money shall, however, be liable to be forfeited in case 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 award of the contract, Earnest Money Deposit is liable to be forfeited.
22. Liquidated Damages: In case of failure to complete the job in time NBT shall impose a penalty of Rs.1,000.00 per hour apart from legal action which the Trust may deem fit. The contractor may also be black-listed for future work. The 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.

- 22A. If dismantled after closing of Fair without written permission of Officer Incharge if any goods or thing still at office/stall/auditorium – 20% penalty on that particular item will be imposed on the basis of complaint and witness and loss if any to man, material or asset will be borne by the Tenderer.
23. During the period of construction, the contractor shall have to make his own arrangement for facilities such as water, electricity, security etc.
24. The contractor should ensure 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 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/riots.
25. The contractor will be responsible for the up-keep and maintenance of the entire structure 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.
26. 50% payment of the contract value as per work order may be made before close of the Fair, subject to a satisfactory physical verification by the officers of the NBT. The remaining 50% payment shall be made at headquarters.
27. 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 2**, without which the Tender is liable to be rejected.
28. 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.
29. The decision of the NBT in this regard would be final and binding.
30. The NBT is not bound to accept the lowest rates quoted by any Tenderer and reserves the right to accept the whole or any part of the Tender as portion of the quantity offered, which the Tenderer shall supply at the rates quoted.
31. If, at any time during performance of the contract, the contractor should encounter conditions impeding timely execution of the work, he shall promptly notify the NBT in writing of the fact of delay, its likely duration and its cause(s). 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.

32. On conclusion of the Fair, the contractor must remove the installations by 10.00 p.m. on 23 March 2010.
33. 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.
34. **IMPORTANT – PENALTY CLAUSE**

If the contractor fails to provide any component or deviates from the specifications, item-wise penalty will be as under:

A. CIVIL CONSTRUCTION

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

B. ELECTRICAL FITTINGS & P.A. SYSTEM

- | | |
|---|---|
| a) For not providing specified lamps & bulbs | } 20% of the quoted rate of the component and 10% on total bill |
| b) Generator Set as per specification of capacity, etc. | |
| c) PA System & Microphone as per specification | |
| d) Other work | 10% of the quoted rate of the component and 10% on total bill |

35. Each Tender should be accompanied by documentary evidence of the Tenderer being a approved government contractor and of his having done work of a similar nature. In the absence of documentary evidence, the Tender may be rejected. The following documents should be accompanied with the Tender:

- Proof that he has served with government department (with documentary evidence)
- Income Tax Return copy/PAN No.
- Service Tax registration No. & Certificate

- d) Proof of having average financial turnover of Rs.20 lakh each during the last 3 years and audited balance sheet
- e) Proof of having experience of successfully completed work of similar nature and magnitude during the last 3 years. Similar nature of work means:
Three similar completed works in area of not less than 500 sq.mt. each
- f) Documentary evidence of having sufficient stock like Insurance Policy of a nationalized insurer for at least of the fair area (Office and godown addresses and Telephone numbers)

36. **Validity of the bid**

The bid submitted by the tenderers shall be valid for a minimum period of 90 days computed from the date of opening of the bid.

ANNEXURE 2

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

NORTH LAKHIHMPUR BOOK FESTIVAL
13 TO 21 MARCH 2010

TENDER FORM FOR TEMPORARY CONSTRUCTION OF STALLS AND
INSTALLATION OF ELECTRICAL FITTINGS AND PA SYSTEM, ON HIRE BASIS

Sl. No.	Particulars	Apprx. Qty.	Rate per unit per day (RS)	Amount (full duration) (Rs)
1	2	3	4	5

A. Temporary construction of Stalls using wooden racks

1.	<p><u>Stall: Size 10' X 10'</u> Waterproof superstructure with GI sheet roof of 3.3 m height with balli/bamboo posts; wooden plywood platform of 12 ft. width and 9" in height with good quality clean once used carpet of uniform, approved colour; false ceiling with hessian cloth on wooden baton; 3' wide fascia with hessian cloth on wooden baton over the stall; name fascia lettering in English</p> <p>a) Stalls of 10'x10', each with prefab wooden racks, consisting of three side plywood wall of uniform colour</p> <p>b) Backside and extreme side plywood wall of 8' height</p> <p>c) Plywood partition wall in between the stall of 8' height (8' to 10') 2' behind the stall cover by hessian cloth</p> <p>d) 24 bookshelves of 9" depth and 4' length</p> <p>e) 6 spotlights in each stall</p> <p>f) One sunmica table of 3'x2' size</p> <p>g) Two folding chairs</p> <p>h) One plastic sheet or kanat of 10'x10' to cover the stall</p>	80		
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10.	Cloth Wall	9000 sq.ft. (Approx)		
12.	Flower Pots (For the entire duration of 9 days)	150		
13.	Fire fighting equipment (C-2 Water and powder mix) with two operators	25		
14.	Dustbins (big size) plastic	10		
15.	List of Participants (one each in English and Asamiya) (4'x8')	2		
16.	Indicators (English and Asamiya)	10		
17.	Sweepers for cleaning of ground etc. for the entire duration of the fair	4		
18.	Security personnel round the clock a) Supervisor (8 hours shift) b) Guards (8 hours shift)	1 3		
19.	<u>Additional Furniture</u> For stall holders only, if demanded Sunmica/steel tables (Rates for entire duration of the fair) For participants Folding Chairs (Rates for entire duration of the fair) For participants	100 40		

B. Installation of electrical fittings outside the stalls and PA system

1.	Meta lights similar to Philips lamps with adjustable beam and angle complete with 500 watt lamps and necessary wiring	15		
2.	Halogen Lamps with adjustable beam and angle complete with 500 watt lamps and necessary wiring	25		
3.	Light points with 60 watt lamp and reflectors for general lighting inside and outside with circuit control switches & necessary wiring etc. complete on main distribution & electric/diesel generator	80		
4.	3 pin plugs, wherver necessary, with switch and necessary wirin for table lamps or demonstration, display model lights in various sections each capable of carrying a load upto 200 watts	10		
5.	Decorative lighting, including 15 watt bulbs for decoration of gate, trees etc. including all wiring	1200		

6.	<u>Generator Set (with fuel and operator)</u> One 125 KVT generator set (with fuel and operator) for the entire duration of the fair	1		
7.	Main line connection for total job from electric and generator set sources and providing a line for connection inside the stalls of participants, illumination of Main Gate and toilet, area of exhibition ground and any other area of the ground , if required, The Trust will only apply for temporary electric connection. The contractor shall arrange installation of the connection , tendering of Security Deposit etc.	1 job lump sum		
8.	Street light poles (20' X 2. ½")	18		
9.	Podium	1		
10.	Pedestal fans (if required)	2		
11.	Complete PA system including equipment, wiring and installation in Auditorium	1		
	a) Speakers with amplifier	18		
	b) One CD player (with CDs of instrumental music) & 3 pin plug point.	1		
	c) Microphone HI-FI (6 fixed with stand and 2 cordless microphone)	8		
	d) Complete PA system and audio recording of inaugural function and other literary programmes (if required)	One complete PA system with job work		
	i) Audio recording each			

Date:

Signature:

Name:

Address:

PAN:

I/we undertake to abide and be bound by the terms and conditions of the Tender/contract.

Signature: