

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

LUDHIANA BOOK FAIR
3-11 JANUARY 2009
LUDHIANA

TERMS AND CONDITIONS FOR TEMPORARY CONSTRUCTION OF STALLS,
SINGLE STANDS USING OCTONORM SYSTEM AND INSTALLATION OF
ELECTRICAL FITTINGS, PA SYSTEM, ETC. 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**).
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.
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. Each Tender should be accompanied by documentary evidence of the Tenderer being a registered/approved government contractor and of his having done work of a similar nature. In the absence of documentary evidence, the Tender may be rejected.
13. The Tenderers, in their own interest, are advised to inspect the site and see its physical condition before submitting Tenders.
14. 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
Plot No.5, Institutional Area, Vasant Kunj Phase-II, New Delhi-110070

15. 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.
16. 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.
17. 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.
18. The successful contractor must complete the work satisfactorily by 10 p.m. on 1 January 2009.
19. The contractor shall engage technically qualified personnel for executing the work.
20. 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.
21. 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 20% payment.
22. 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.
23. Liquidated Damages: In case of failure to complete the job in time NBT may 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.
24. During the period of construction, the contractor shall have to make his own arrangement for facilities such as water, electricity, security etc.

25. 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.
26. 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.
27. 80% payment on the billed amount may be made before close of the Fair, subject to a physical verification by the officers of the NBT. The remaining 20% payment shall be made at headquarter.
28. 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.
29. 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.
30. The decision of the NBT in this regard would be final and binding.
31. 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.
32. 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.
33. On conclusion of the Fair, the contractor must remove the installations by 5.00 p.m. on 13 January 2009.
34. 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.

35. **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
 - b) Stands
 - c) Auditorium
 - d) Office Block
 - e) Reception
 - f) Gate
- } 20% of the quoted rate
- g) For other item
- } 10% of the quoted rate

B. ELECTRICAL FITTINGS & P.A. SYSTEM

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

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TENDER FORM FOR TEMPORARY CONSTRUCTION OF STALLS, SINGLE STANDS USING OCTONORM SYSTEM AND INSTALLATION OF ELECTRICAL FITTINGS, PA SYSTEM, ETC. ON HIRE BASIS

Sl. No.	Particulars	Approx. Qty.	Rate per unit per day (Rs.)	Amount (full duration) (Rs.)
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A. Temporary construction of Stalls and single Stands using octonorm system

1. Stall: Size 3m x 3m 60

Waterproof superstructure with G1 sheet roof of 3.3 m height with steel pipe 2½” posts; wooden platform of 12 ft. width and 9” in height with good quality once used clean carpet of uniform, approved colour; false ceiling with hessian cloth on wooden baton and Hessian cloth coloured facia on wooden baton 3’ wide facia over the stall computerized lettering on vinyl cutting name facia in English/Punjabi on Stalls of 3m x 3m, each with prefab octonorm system, consisting of 9 panels, with 30 wire mesh bookshelves, 6 spotlights, one octonorm table, two folding chairs and one waterproof kanat of 3m x 3m size

2. Stand: Size 1m (single panel) 10

Waterproof superstructure with G1 sheet roof of 3.3 m height with steel pipe/balli posts; wooden 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

6.	Carpet for floor area	1,500 sq.ft.
7.	<u>Sofa Sets:</u> For one day only	6 Nos.
8.	<u>Fibre chairs</u>	
	a) For the inauguration	200 Nos.
	b) For every day thereafter	50 Nos.
9.	<u>Office block:</u> One stall of 3m x 3m with waterproof superstructure with GI sheet roof of 3.3 m height with 3” wide fascia with cloth over the office stall, 9” height wooden platform, false ceiling of off white cloth on wooden frame, once used carpet of good quality, 2 octonorm counters, 2 small almirahs with lock & keys, 4 spotlights, 4 chairs and two small dustbins	No.
10.	<u>Reception:</u> One stall of 2m x 3m, with 1 octonorm counter and 2 chairs (other specifications as for the office block except almirahs), one tubelight	1
11.	Tin wall	8,500 sq.ft. (approx.)
12.	Cloth wall	6,000 sq.ft. (approx.)
13.	Flower pots (for full duration)	150 Nos.
14.	Fire fighting equipment (C-2 Water and powder mix) with two operators	35 Nos.

15.	Dustbins (big size)	10 Nos.
16.	List of Participants (one each in English and Punjabi)	2 Nos.
17.	Indicators (Punjabi & English)	10 Nos.
18.	Sweepers for cleaning of ground etc. full fair (10 a.m. to 8 p.m. daily)	4
19.	Security personnel round the clock: a) Supervisor b) Guards	1 3
20.	<u>Additional furniture</u> for stall holders only, if demanded	
	Wooden/steel tables 5'x2' (rates for entire duration)	100
	Folding chairs (rates for entire duration)	50

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

21.	Meta lights similar to Philips lamps with adjustable beam and angle complete with lamps and necessary wiring	15
22.	Halogen lamps with adjustable beam and angle complete with 500 watts lamps and necessary wiring	30
23.	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	60

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|-----|---|------------------|
| 24. | 3 pin plug wherever necessary, with switch and necessary wiring for table lamps or demonstration, display model lights in various sections each capable of carrying a load upto 200 watts | 10 |
| 25. | 15 watt bulbs for decoration of gate, trees etc. including all wiring | 2000 Nos. |
| 26. | <u>Generator set (with Fuel and Operator):</u>

One 125 KVT generator set (with fuel and operator) for full fair duration | 1 |
| 27. | Main line connection for total job from electric and generator set sources and providing a line for connection inside the stalls/ stands of participants, illumination of Main Gate and toilet, area of the 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
lumpsum |
| 28. | Street light poles (20'x2.1/2") | 20 Nos. |
| 29. | Podium (for one day) good condition | 1 |
| 30. | Pedestal fans (if required) | 2 |
| 31. | Complete PA system including equipment, wiring and installation in Auditorium with | |
| | a) Speakers | 15 Nos. |

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|--|--------------------------------------|
| 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 Nos. |
| d) Complete PA system and audio recording of inaugural function and other programmes (if required) | One complete PA system with job work |

Date:

Signature:

Name :

Address :

PAN :

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

Signature: