

ANNEXURE 1

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

TEZPUR BOOK FAIR
28 FEBRUARY-8 MARCH 2009
NEHRU MAIDAN, TEZPUR, DISTRICT SONITPUR (ASSAM)

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**).
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 26 February 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/repaired 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 10 March 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

ANNEXURE 2

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

TEZPUR BOOK FAIR
28 FEBRUARY-8 MARCH 2009
NEHRU MAIDAN, TEZPUR, DISTRICT SONITPUR (ASSAM)

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

S.No.	Description of work	Quantity (approx.)	Rate Rs P.	Amount Rs P.
1	2	3	4	5

TEMPORARY CONSTRUCTION OF STALLS

1. Stall: Size 10'x10'
Waterproof superstructure with GI sheet roof of 3.3 m height with steel pipe/bamboo or balli 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
a) Stalls of 10'x10', each with prefab wooden racks, consisting of three side plywood wall of uniform colour and 6 racks of 4' length
b) Backside and extreme side plywood wall of 8' height
c) Plywood partition wall in between the stall of 8' height (8' to 10') 2' behind the stall cover by hessian cloth
d) 30 bookshelves of 9" depth and 4' length
e) 6 tubelights in each stall
f) One sunmica table of 3'x2' size
g) Two folding chairs
h) One plastic sheet or kanat of 10'x10' to cover the stall
60
2. Toilet block 4' x 4'
With necessary fittings and fixtures, including doors with provision of water flow
2 (one each for ladies and gents)

3.	<p><u>Channel Gate:</u> Size as per specifications given in enclosed layout Material: Wooden frame and plywood with design in thermocol of ½' thickness and lettering 1'-1½'in height with thermocol of ¼" thickness or flexprint as per layout</p>	1
4.	<p><u>Backdrop</u> Size: 20'x8' Material: Flex frontlit</p>	1
5.	<p><u>Office block:</u> One stall of 10'x10' with waterproof superstructure with GI sheet roof of 3.3 m height with 3" wide cloth facia, 9" height wooden platform, false ceiling of hessian cloth on wooden frame, once used carpet of good quality, 4 tables 3'x2' with one small almirah, 4 tube lights and 6 chairs</p>	1
6.	<p><u>Reception:</u> One stall of 2'x3' with 2 tube lights and other material as per office block</p>	1
7.	<p><u>Auditorium</u></p> <p>a) <u>Pandal</u> Size: 30' x 60' x height 15' with waterproof and cloth ceiling with facia, and 200 chairs for inauguration and 100 chairs for rest of the days</p> <p>b) <u>Backdrop</u> Size: 20'x8' Material: Satin cloth on wooden frame with thermocol lettering of approved shade</p> <p>c) <u>Dais: Size 24'x18'x1½'in height</u> Made of wooden platform with once used synthetic carpet with parting of blue/red colour; table 16'x3', with table cloth and frill in front, and 10 VIP chairs</p> <p>d) Carpet for floor area</p>	<p>1</p> <p>1</p> <p>1</p> <p>2000 sq.ft.</p>
9.	Tin wall	5,000 sq.ft.
10.	Cloth walls	2,000 sq.ft.
11.	Flower pots (for full duration)	100

12.	<u>Additional furniture</u> for participants	
	Mica tables	100
	Folding chairs (rates for entire duration)	50

INSTALLATION OF ELECTRICAL FITTINGS AND PA SYSTEM

1.	Flood lights similar to Philips lamps with adjustable beam and angle complete with 500 watt lamps and necessary wiring	20
2.	Metalight (high pressure light) 400 watts	10
3.	Halogen lamps with adjustable beam and angle complete with 500 watts lamps and necessary wiring	10
4.	Light points with 60 watt lamps and reflectors for general lighting inside and outside with circuit control switches & necessary wiring with proper insulation etc. complete on main distribution diesel/petrol generator	60
5.	3 pin plugs, wherever necessary, with switch and necessary insulated wiring for table lamps or demonstration, display model lights in various sections each capable or carrying a load upto 200 watts	10
6.	Decorative lighting, including complete wiring for bulbs of 15 watts each	3000
7.	Generator set 100 KVT (with diesel and operator)	One set lumpsum
8.	Main line connection for total job from electric sources	One job lumpsum
9.	Street light poles (20'x2.1/2")	15
10.	Podium	1

11. Complete PA system including equipment, wiring and installation
- a) Speakers with amplifier 15
 - b) Tape recorder (with cassettes of instrumental music) & 3 pin plug point 1
 - c) Microphone HI-FI 4
 - d) Audio recording each
 - e) Audio Cassettes each

We have read the terms and conditions of the tender and these are acceptable to us.

The earnest money DD No. _____ dated _____ for Rs. _____ drawn on _____ is attached.

Date : Signature :

Place : Name :

Firm's address :
(Stamp)

PAN :