

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

21st NEW DELHI WORLD BOOK FAIR
04TH FEBRUARY TO 10TH FEBRUARY 2013, PRAGATI MAIDAN, NEW DELHI

TERMS AND CONDITIONS OF THE TENDER FOR INSTALLING FIRE EXTINGUISHERS ISI MARKED UNDER IS 13849-93 ON HIRE BASIS FOR PLACING IN HALL NOS.

NATURE OF WORK

Installing Fire extinguishers ISI marked under IS 13849-93 on hire basis for placing in Hall nos., as per specifications given in the Performa at **Annexure-I**.

TERMS AND CONDITIONS

1. The tender shall be submitted on the prescribed tender form (**Annexure-I**). 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. All covers of the tender must be superscripted "21NDWBF: Tender for Installing Fire extinguishers" and addressed to the Director, National Book Trust, India, shall be accepted in the office of the National Book Trust, India, Nehru Bhawan, 5, Institutional Area, Vasant Kunj Phase-II, New Delhi-110070 till **24.12.2012** at 11:00 am and shall be opened on same day at 02.30 pm. Tenderers or their authorized representatives may, if they so desire, be present at the opening of the tenders.
3. 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.
4. 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.
5. The tenderer should clarify whether the individual signing the tender or other documents in connection with the tender signs as:
 - 5.1 A "sole proprietor" of the firm or constituted attorney of such sole proprietor, or
 - 5.2 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
 - 5.3 Constituted Attorney if it is a company.
 - 5.4 The tender should be signed either by the proprietor or by his authorised representative. In case of the latter an authority letter should be enclosed with the tender.
6. 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.
7. 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.
8. 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.

9. 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.
10. If there is a discrepancy in rates between words and figures, the amount in words will prevail.
11. Tenderers shall be required to deposit **`10,000 as Earnest Money Deposit (refundable)** 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.
12. 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 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.
13. 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.
14. The tenderers, in their own interest, are advised to inspect the site and see its physical condition before submitting tenders.
15. The tenderer's name, modifications, if any, withdrawal of tenders, and such other details as the NBT may consider appropriate will be announced in the meeting.
16. 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.
17. 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.
18. 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.
19. **Work must be completed by 3rd February 2013 on in all respects. Failure to do so will entitle the NBT to impose a penalty of Rs.1,000/- per hour on the contractor and he may be blacklisted for future work.** 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 original contractor.
20. It will be the responsibility of the 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.

21. Cartage from the contractor's godown to Pragati Maidan and back will be borne by the contractor.
22. The tenderer should have sufficient quantities of the fire extinguishers in stock. He should show quantities owned by him in a certificate to be given alongwith the tender.
23. Representatives of the NBT may inspect the godown(s) and office(s) of the contractor before award of the contract.
24. The successful tenderer will have to get samples of the fire extinguishers approved by the NBT before execution of the work.
25. The quality of the fire extinguishers to be used in Hall nos. should conform to the approved sample(s). Any deviation in quality will render the contractor liable to penalty as may be decided by the NBT. The decision of the NBT in this regard shall be final and binding on the contractor.
26. The fire extinguishers must be removed within 12 hours of the close of the Fair.
27. **The contractor shall engage technically qualified personnel for executing the work.**
28. The NBT, India 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. The NBT shall however not bind itself to accept the lowest or any tender, wholly or in part.
29. Before award of the contract the successful tender will be required to deposit as Performance Security, 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 deposited by the successful Tenderer will be retained till completion of the Fair and when payments in full and final settlement of claims are made.
30. Security money shall, however, be liable to 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 award of the contract, Earnest Money Deposit is liable to be forfeited.
31. 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, etc. on account of natural calamities or any cause whatsoever.
32. 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.
33. 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-I**, without which the tender is liable to be rejected.
34. The NBT, India 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.

- 35.1 The decision of the NBT in this regard would be final and binding.
35. 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. 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 the 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 time for completion.
36. 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.
37. The NBT will have discretion to award the contract to more than one supplier. In such a condition, other bidders shall work at the lowest accepted rate.
38. Any loss to the NBT, ITPO or to the Fair participants 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 amount payable to the contractor under intimation to him.
39. **Validity of the bid**
The bid submitted by the tenderers shall be valid for a minimum period of 60 days computed from the date of opening of the bid.

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

21st NEW DELHI WORLD BOOK FAIR
 4th FEBRUARY TO 10TH FEBRUARY 2013, PRAGATI MAIDAN, NEW DELHI

INSTALLING FIRE EXTINGUISHERS ISI MARKED UNDER IS 13849-93 ON HIRE BASIS FOR PLACING IN HALL NOS.

PROFORMA

S. No	Description of Work	Approx. Quantity	Rate per unit (in Rs.)	Total rent (inclusive of all taxes in Rs.)
1.	Minimax 5 kg capacity ABC stored pressure type fire extinguishers ISI marked under IS 13849-94	70		
2.	Minimax 2 kg capacity ABC stored pressure type fire extinguishers ISI marked under IS 13849-94	50		
3.	Minimax 4.5 kg capacity CO2 gas type pressure type fire extinguishers ISI marked under IS 13849-94	30		
4.	Cost of the 2 kg fire extinguisher to be reimbursed to the contractor in case the same is used in case of fire			
5.	Cost of the 5 kg fire extinguisher to be reimbursed to the contractor in case the same is used in case of fire			
6.	Charges for manpower (Two persons in each hall {Hall nos. 1 to 14 daily} from 10.30 a.m.to 8.30 p.m.)			

Date:

Signature:

Place:

Name:

Address:

PAN:

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

List of documents submitted along with the tender:

1. Documentary evidence of the tenderer being a registered/ approved government contractor and of his having done work of similar nature.
2. Registration Certificate.
3. PAN (attested photocopy of PAN Card).

Sign of the Tenderer
with Official seal,
Tel. No. and date:

Speed Post

F. No. Admn./21WBF/Fire Extinguisher/2013/

30 November, 2012

As per list enclosed

Sub: Inviting quotations for installing Fire Extinguishers ISI marked under IS 13849-93 on hire basis for placing in hall during 21st New Delhi World Book Fair.

Dear Sir,

National Book Trust, India, under Ministry of Human Resource Development, Govt. of India, invites you to quote your lowest rates for providing the above services during the World Book Fair scheduled to be held from 04th February to 10th February 2013 at Pragati Maidan, New Delhi.

The detailed Terms & Conditions and Tender form (**Annexure-I**) is enclosed herewith.

Sealed quotations complete in all respect inclusive of all taxes may be sent to the Director, National Book Trust India, Nehru Bhawan, 5, Institutional Area, Phase – II, Vasant Kunj, New Delhi – 110070, latest by 11:00 am on **24/12/2012**. The bids shall be opened on same day at 02:30 pm in the presence of the tenderers or their authorized representative (only one). The Trust reserves the right to accept/reject any/all quotations without assigning any reason whatsoever. The same will be hosted on website of NBT i.e. www.nbtindia.gov.in.

Thanking you,

Yours faithfully,

(Kumar Samresh)
Asstt. Director (Admn.)

Encl: As above