Sub: Inviting quotations for installing ISI marked Fire Extinguishers under ISO 13849–93 on hire basis in approximately 9 Exhibition Halls at Pragati Maidan during New Delhi World Book Fair - 2014

Sir/Madam

National Book Trust, India, an autonomous organization of the Govt. of India, Ministry of Human Resource Development invites sealed quotations for providing the above services during the World Book Fair scheduled to be held from 15th February to 23rd February 2014 at Pragati Maidan, New Delhi.

The detailed Terms & Conditions and Tender Form (Annexure–I) are enclosed .

Sealed quotations complete in all respects and 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 17/12/2013. The Tender document can also be downloaded from NBT website i.e. www.nbtindia.gov.in .

Thanking you,

Yours faithfully,

(Dinesh Sharma)
Assistant Director (Admn.)

Encls: As above
NEW DELHI WORLD BOOK FAIR
15th FEBRUARY TO 23rd FEBRUARY 2014, PRAGATI MAIDAN, NEW DELHI

TERMS AND CONDITIONS OF THE TENDER FOR INSTALLING OF ISI MARKED FIRE EXTINGUISHERS UNDER ISO 13849-93 ON HIRE BASIS IN EXHIBITION HALLS NOS.

NATURE OF WORK

Installing of ISI marked Fire extinguishers under ISO 13849-93 on hire basis in approximately nine Exhibition Halls as per specifications given in the Proforma at Annexure–I.

TERMS AND CONDITIONS

1. The Tender should be submitted in the prescribed Tender form (Annexure–I). Tender should be filled in only as per unit in which the rate is called for. Deviation from the prescribed unit will cause rejection of the whole Tender.

2. Sealed bids superscripted "NDWBF-2014: Tender for installing Fire Extinguishers" and addressed to the Director, National Book Trust, India, shall be accepted in the office of National Book Trust, India, Nehru Bhawan, 5, Institutional Area, Vasant Kunj Phase-II, New Delhi-110070 upto 12.00 noon on 17.12.2013 and shall be opened at 02.30 pm on the same day. Tenderers or their authorized representatives may, if they so desire, be present during the opening of the Tenders.

3. If the cover of the Tender is not sealed and marked, NBT will assume no responsibility for misplacement or premature opening of the Bid.

4. The Tenderer shall bear all costs associated with the preparation of his Tender including cost of preparation for the purpose of clarification on the Tender, if so desired by NBT. NBT in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the Tendering process.

4.1 The Tenderer should clarify whether the individual signing the tender or other documents in connection with the Tender signs as:
4.2 A “sole proprietor” of the firm or constituted attorney of such sole proprietorship, or

5.2 A partner of the firm if it be a partnership in which case he must have authority to refer to arbitration of disputes concerning the business of the partnership either by virtue of the partnership deed or a power of attorney. Alternatively, the Tender should be signed by all the partners, or

5.3 Constituted Attorney if it is a company.

5. Incomplete Tenders are liable to be rejected. It means that the Tenderer should quote for all the items. If any item is omitted or not quoted, the whole Tender will be rejected.

6. The quantities mentioned in the schedule may be increased or reduced at the discretion of NBT and no claim in this regard shall be entertained. If considered necessary, any item could be dropped completely.

7. The Tenderers should fill the rates both in figures as well as in words. The Tender form should 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.

8. If there is a discrepancy in rates between figures and words, the amount in words will prevail.

9. Tenderers shall be required to deposit Rs.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.

10. When deemed necessary, 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.

11. 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 will be rejected.

12. The Tenderers, in their own interest, are advised to inspect the site before submitting Tenders.

13. 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.

14. A Tender determined as not substantially responsive will be rejected by NBT and may not subsequently be made responsive by the Tenderer by rectifying the non-conformity.

15. 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 other Tenderers. The decision of NBT in this regard will be final.

16. Work must be completed by 14th February 2014 in all respects. Failure to do
so will entitle NBT to impose a penalty of Rs.1,000/- per hour on the contractor and the firm will 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 NBT the right to get the work done through another contractor, in which case, the entire cost/damages so incurred by NBT will have to be paid by the first approved contractor.

17. 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.

18. Cartage from the contractor’s godown to Pragati Maidan and back will be borne by the contractor.

19. The Tenderer should have sufficient quantity of specified fire extinguishers in stock. He should show quantity owned by him in a certificate to be furnished with the Tender.

20. Representatives of NBT may inspect the godown(s) and office(s) of the successful bidder before award of the contract.

21. The successful Tenderer will have to get samples of fire extinguishers approved by NBT before proceeding execution of the work.

22. The quality of fire extinguishers to be used should conform to the approved sample(s). Any deviation in quality will render the contractor liable to penalty as may be decided by NBT. The decision of NBT in this regard shall be final and binding on the contractor.

23. The Fire Extinguishers must be removed within 12 hours of the close of the Fair.

24. The contractor shall engage technically qualified and trained personnel for executing the work.

25. NBT, will award the job to the Tenderer whose Tender has been determined to be substantively responsive and has been determined as the lowest evaluated bid, provided further that the Tenderer is determined to be competent to execute the job satisfactorily. NBT shall however not bind itself to accept the lowest or any Tender, wholly or in part.

26. Before award of the contract, the successful Tenderer or will be required to deposit as Performance Security, a sum equal 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 the bill are made.
27. Security money shall, however, be liable to be forfeited in the event the contractor 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.

28. 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 NBT for any loss to his articles/stock, etc. on account of natural calamities or any cause whatsoever.

29. 80% payment on the billed amount will be made at the site before close of the Fair, subject to a satisfactory physical verification by the officers of NBT. The remaining 20% payment shall be made at headquarters office.

30. Income Tax as applicable shall be deducted at source. 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.

31. 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 of NBT's action. The decision of NBT in this regard will be final and binding.

32. 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, NBT shall evaluate the situation and may at its discretion extend the time for completion.

33. 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. NBT will have the discretion to award the contract to more than one supplier. In such a condition, other bidders shall work at the lowest accepted rate.

35. Any loss to 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.

36. **Validity of the bid**
   The bid submitted by the Tenderers shall be valid for a minimum period of 120 days computed from the date of opening of the bids.
NEW DELHI WORLD BOOK FAIR-2014
15th FEBRUARY TO 23RD FEBRUARY 2014, PRAGATI MAIDAN, NEW DELHI

INSTALLING ISI MARKED FIRE EXTINGUISHERS UNDER ISO 13849-93 ON HIRE BASIS FOR PLACING IN NINE HALLS AT PRAGATI MAIDAN, NEW DELHI.

PROFORMA

(Amount in Rupees)

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description of Work</th>
<th>Approx. Quantity</th>
<th>Rate per unit</th>
<th>Total rent (inclusive of all taxes except service tax)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Minimax 5 kg capacity ABC stored pressure type ISI marked fire extinguishers under ISO 13849-94</td>
<td>70</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Minimax 2 kg capacity ABC stored pressure type ISI marked fire extinguishers under ISO 13849-94</td>
<td>50</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Minimax 4.5 kg capacity CO2 gas type pressure type ISI marked fire extinguishers under ISO 13849-94</td>
<td>70</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Cost of 2 kg fire extinguisher to be reimbursed to the contractor if the same is used in case of fire</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Cost of 5 kg fire extinguisher to be reimbursed to the contractor of the same is used in case of fire</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Fire Personnel in proper uniform (10.30 a.m. to 8.30 p.m.)</td>
<td>26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Fire Personnel in proper uniform (8.30 p.m. to 10.30 a.m.)</td>
<td>11</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Service Tax would be paid as per rule.

Date:       Signature:
Place:      Name:
Address:    PAN:

I/We undertake to abide and be bound by the terms and conditions of the Tender/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. Attested photocopy of PAN Card

Signature of the Tenderer with Official seal,
Tel. No.