F. No. Admn./22WBF/ Fire Extinguisher/2015/ 3 December 2014


Sir/Madam,

National Book Trust, India, an autonomous organization of the Government of India, Ministry of Human Resource Development invites sealed bids for the above services during the New Delhi World Book Fair scheduled to be held from 14th February to 22nd February 2014 at Pragati Maidan, New Delhi.

You are requested to submit your quotations latest by 1:00 pm on 08/01/2015. The bids shall be opened at 02:00 pm on the same day in the presence of the Tenderers or their authorized representatives (only one) for each.

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

Yours faithfully,

(Mayank Surolia)
Assistant Director (Admn.)

Encl: As above
NEW DELHI WORLD BOOK FAIR

14th FEBRUARY TO 22nd FEBRUARY 2015, 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 superscribed “NDWBF-2015: 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, Phase-II, Vasant Kunj, New Delhi-110070 upto 1.00 p.m. on 08.01.2015 and shall be opened at 2.00 p.m. 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, 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 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.

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 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.

6. 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.

7. 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.

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 figures and words, the amount in words will prevail.

10. Tenderers shall be required to deposit Rs.10,000/- as Earnest Money (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.

11. When deemed necessary, NBT may seek clarification on any aspect from the Tenderers. However, that would not entitle any Tenderer to change or cause any change in the rates quoted. All expenses for preparation of documents and meetings, if any, 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 undertaken work of a similar nature. In the absence of documentary evidence, the Tender will be rejected.

13. The Tenderers, in their own interest, are advised to inspect the site to assess the scope of work before submitting Tenders.

14. 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. 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. 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.

16. 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.

17. Work must be completed by 13th February 2015 in all respects. Failure to do so will entitle NBT to impose a penalty of Rs.1000/- 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 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.
18. 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.

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

20. 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.

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

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

23. The quality of fire extinguishers to be used should conform to the approved sample(s). Any deviation of 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.

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

25. The contractor shall engage technically qualified and trained personnel for execution of work.

26. 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.

27. Before award of the contract the successful Tenderer will be required to deposit as Performance Security (refundable) 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 conclusion of the Fair and would be refunded at the time of full and final settlement of bill(s).

28. Security money shall, however, be liable to be forfeited if the contractor fails to execute the job satisfactorily as per the requirements. If the successful bidder backs out after award of the contract, Earnest Money Deposit will be forfeited.

29. 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.

30. 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.

31. Income Tax as applicable shall be deducted at source. **Permanent Account Number (PAN) allotted by the Income Tax Authorities must be mentioned in Annexure–I**, without which the Tender is liable to be rejected.
32. 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 award of the contract, without thereby incurring any liability to the affected Tenderer or Tenderers on the ground of NBT’s action. The decision of NBT in this regard would be final and binding.

33. 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.

34. 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 subject to the jurisdiction of Delhi courts only.

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

36. 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 his.

37. If the event of any negligence or unsatisfactory execution on the part of the contractor, NBT will have the right to forfeit the Performance Security and to recover penalty as if deems appropriate from the amount payable against the contractor’s bill(s). If deemed necessary, the contractor may also be blacklisted for future.

38. **Validity of the bid**

The bids submitted by the Tenderers shall be valid for a minimum period of 120 days computed from the date of opening of the bids.
### INSTALLING FIRE EXTINGUISHERS ISI MARKED UNDER IS 13849-93 ON HIRE BASIS FOR PLACING IN HALL NOS.

#### PROFORMA

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of Work</th>
<th>Approx. Quantity</th>
<th>Rate per unit (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></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></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></td>
</tr>
<tr>
<td>4.</td>
<td>Cost of the 2 kg fire extinguisher to be reimbursed to the contractor in case the same is used in case of fire</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>
</tr>
<tr>
<td>6.</td>
<td>Fire Personnel in proper uniform a.m. to 8.30 p.m.</td>
<td>(10.30)</td>
<td>26</td>
</tr>
<tr>
<td>7.</td>
<td>Fire Personnel in proper uniform p.m. to 10.30 a.m.</td>
<td>(8.30)</td>
<td>11</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 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. Attested photocopy of PAN Card.

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