



Nehru Bhawan, 5, Institutional Area, Phase - II, Vasant Kunj, New Delhi -110070

CHAPTER - 1

TENDER NOTICE

Subject : **Submission of Tender for fabrication of Stall, Stand & Bare Space using Octonorm system and hiring of furniture in Hall Nos.8-11, 12 & 12A for New Delhi World Book Fair to be held from 9 – 17 January 2016 at Pragati Maidan, New Delhi.**

1. National Book Trust, India, an apex body established by the Government of India in the year 1957 to develop reading habit and promote book culture in the country invites sealed tenders/bids for fabrication of Stall, Stand & Bare Space using octonorm system and hiring of furniture for the New Delhi World Book Fair to be held from 9 – 17 January 2016, Pragati Maidan, New Delhi.
2. Sealed tenders/bids are hereby invited for fabrication of Stalls, Stands & Bare Space using octonorm system and hiring of furniture for **New Delhi World Book Fair 2016** from eligible contractors having minimum experience of 03 years with Central or State Government or Public Sector Undertakings/Autonomous bodies of Govt. of India, State Govt. or National level professional Bodies in India or abroad of providing similar services with annual turnover of ₹1.50 crores per annum or more during the last three years.
3. The tender document containing terms and conditions can be purchased **during the period from 04/11/2015 to 25/11/2015** (except Sundays and Gazetted Holidays) up to **5:00 p.m.** on payment of ₹2,500/- (**Rupees Two Thousand Five Hundred only**) (**Non-Refundable**) in the form of cash/demand draft favouring **National Book Trust, India, payable at New Delhi from the office of Deputy Director (Exhibition), National Book Trust, India. The Tender Forms can also be downloaded from our website: www.nbtindia.gov.in, www.eprocurement.gov.in.**
4. Tender for fabrication of Stalls, Stands & Bare Space using octonorm system should be submitted in two sealed envelopes viz. **Technical Bid (Envelope-I) & Financial Bid (Envelope-II). Technical Bid (Envelope-I)** shall contain Earnest Money Deposit (EMD), pre-qualification documents, Tender conditions, Bill of Quantity/work specifications duly signed by the authorized person or persons as a token of acceptance of terms and conditions of contract and work specification and the application form. **Financial Bid (Envelope-II)** shall contain Priced Schedule of quantities.
5. Tenders placed in sealed covers in two envelopes duly marked as **Technical Bid (Envelope-I) and Financial Bid (Envelope-II)** with the name of the project written on each envelope should be placed in the outer envelope and marked on top as **“Tender for fabrication of Stalls, Stands & Bare Space using Octonorm system and hiring of furniture in Hall Nos.8-11, 12 & 12A for “New Delhi World Book Fair 2016”.** The tenders will be received till **26/11/2015 up to 10:30 a.m.** in the office of Deputy Director (Exhibition), NBT, India or can be dropped in the tender box placed at the Reception of NBT Head Office, 5, Institutional Area, Nehru Bhawan, Phase-II, Vasant Kunj, New Delhi-110070.
6. The technical bid shall be opened on **26 November 2015 at 11:00 a.m.** in the presence of the Contractors or their representatives who wish to be present. The technical bids shall be scrutinized by the Committee on various parameters constituted for the purpose. The Financial bids of those contractors whose technical bids are acceptable to NBT shall alone be opened and the decision of NBT in this regard shall be final and binding. The Financial bids will be opened on **26 November 2015 at 2:30 p.m.**

7. **Schedule of Tender.**

Sl. No.	Tender Schedule	Date and time
1	Issue of Tender Form	04/11/2015 – 25/11/2015 (Latest by 5:00 p.m.)
2	Last Date of submission of Tender Form	26/11/2015 till 10:30 a.m.
3	Date of opening of tender (Technical Bid)	26/11/2015 at 11:00 a.m.
4	Date of opening of tender (Financial Bid)	27/11/2015 at 2:30 p.m.
5	Earnest Money	₹1.50 lakh

8. The Contractors should quote in figures as well as in words the rates and amount tendered by them in the price schedule. The amount for each item should be quoted and the requisite totals should be given. The rates quoted in the Price Schedule shall be inclusive of all taxes, levies etc. except Service Tax which shall be paid at the rates applicable from time to time as per the law. No extra payment shall be made in addition to the accepted rate as per the Price Schedule by NBT. If there is any discrepancy in rates between words and figures, the amount least/lowest will prevail.

Earnest Money

9. Earnest Money Deposit (EMD) amount of ₹1.50 lakh is to be deposited with the tender in the form of Demand Draft/Pay Order payable at New Delhi and drawn in favour of National Book Trust, India, otherwise the tender is liable for rejection without any notice. **E.M.D in the form of Bank Guarantee or any other form is not acceptable.**
- 9.1. Contractor shall not be permitted to withdraw their offer or modify the terms and conditions thereof after acceptance of tender. In case the Contractor fails to observe and comply with the stipulations made herein or backs out after quoting the rate, the aforesaid amount of Earnest Money and Performance Guarantee, will be forfeited by the Trust. Besides this, the Contractor will also liable to be debarred / blacklisted from participating in the tendering process of the Trust in future, and/or be fined.
- 9.2. No claim shall lie against NBT in respect of erosion in value or interest on the amount of Earnest Money Deposit or security deposit.
10. Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.
11. The Contractor shall bear all costs associated with the preparation of their Tender including cost of preparation for the purpose 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.
12. The acceptance of a tender will solely rest with the Competent Authority of NBT, who does not bind themselves to accept the lowest tender and reserves the authority to reject any or all of the tenders received, without assigning any reasons whatsoever. All tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect, are liable to be rejected.
13. Tender containing any condition leading to unknown/indefinite liability is liable to be summarily rejected.

14. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing in any form or try to influence the process either directly or indirectly shall be liable for rejection by NBT.
15. Tenders shall remain open for acceptance for a period of three months from the date of opening of Technical Bid. If the Contractor withdraws his tender before the expiry of the said period or makes any modifications in terms and conditions of the tender which are not acceptable to NBT or the contract is not executed within three (3) days from the date of letter of acceptance or the work is not commenced on the stipulated date and time as per the work order, then the NBT without prejudice to any other right or remedy will be at liberty to forfeit the Earnest Money and Performance Guarantee Money.
16. The items given in the specification of work are approximate. Requirement may increase or decrease as per decision of Competent Authority of NBT, India which will be duly communicated in writing to the Contractor.
17. Any modification/corrigendum issued with regard to this tender document shall be uploaded on NBT website: www.nbtndia.gov.in only. Bidders/Contractors are, therefore, requested to visit the website regularly till the last stipulated date of issuance of the tender document for ascertaining any modification/corrigendum issued in this regard.

Yours faithfully,

**DEPUTY DIRECTOR (EXHIBITION)
NATIONAL BOOK TRUST, INDIA**

GENERAL TERMS AND CONDITIONS

Parties

1. The parties to the contract are the Contractor (the Contractor to whom the work has been awarded) and the NBT, India through its Director.

Address

2. For all purposes of the contract including Arbitration thereunder, the address of the Contractor mentioned in the tender shall be final unless the Contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to NBT. The Contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

Contractor

3. The term Contractor shall mean Company, Firm or the Party to whom the Contract is awarded and shall include his/her/their heirs, legal representative, assigns and successors.

Specification of work

4. The Specification of work shall mean the specification of work as specified in Chapter-6 and forming part of this contract.

Priced Schedule and Quantities

5. Priced Schedule of Quantities shall mean the schedule of quantities duly priced with the accepted quoted rates of the Contractor.
6. The Contractor should have sufficient quantities of the octonorm system in stock. He should show quantities owned by him in a certificate to be enclosed along with the tender.
7. The representatives of NBT shall have the authority to inspect the godown(s) and office(s) of the Contractor to adjudge the capability of his claim in executing the jobs. If it is felt that the Contractor does not have the capability to carry out the specified job, then NBT reserves the right to reject the Bid on technical grounds. The decision of NBT in this regard would be final and binding.

Tenders

8. The entire set of tender papers issued to the Contractor should be submitted fully priced and also duly signed on each every page by the authorized person of the Contractor. The signature will indicate the acceptance of the tender papers by the Contractor.
9. The Contractors should quote in figures as well as in words the rates and amount tendered by them in the price schedule. The amount for each item should be quoted and the requisite totals should also be given. The rates quoted in the Financial Bid shall be inclusive of all taxes, levies etc. except Service Tax which shall be paid at rates applicable from time to time as per the applicable Act. No extra payment shall be made in addition to the accepted rate as per the Price Schedule by NBT. If there is any discrepancy in rates between words and figures, the amount least/lowest will prevail.

10. If no amount is mentioned against any item/column then its value shall be considered as ZERO and Contractor has to provide/supply that item/facility free of cost.
11. The schedule of quantities shall be filled in as follows:
 - (a) The "Rate" column to be legibly filled by using Ball Point pen or typed, both in figures (numerical) and words.
 - (b) Amount column to be filled in for each item (rate per unit as well as total amount for required quantity)
 - (c) All corrections are to be duly initiated.
 - (d) In case of any errors / omissions in the quoted rates, the rates given in the tender marked "original" shall be taken as correct rates. No modifications, writings or corrections shall be allowed in the tender papers by the Contractor.
12. NBT reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders of each section or to split up and distribute any item of work to any specialist/other tender firm or firms, without assigning reasons.
13. The Contractor shall note that his tender shall remain open for consideration for a period of three months from the date of opening of the tender (Financial Bid).
14. Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.
15. 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.
16. The Contractor 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. Tender documents once submitted by Contractor will not be returned by NBT under any circumstances.
17. 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.
18. The Contractors, in their own interest, are advised to inspect the site and see its physical condition before submitting Tenders at their own cost. If required, the cleaning of the halls shall be done by the Contractor at his own cost.

Preparation and Submission of Tender

19. The tender should be submitted in two parts, namely: (i) **Technical bid** and (ii) **Financial bid**. The duly filled in Application Form in Chapter-5 along with all requisite enclosures together with Demand Draft/Pay Order of Earnest Money shall be placed in the sealed cover containing Technical Bid. Each bid should be kept in separate sealed covers, addressed to **Deputy Director (Exhibition)**. The outer envelope containing both sealed covers should bear the address and subject of tender.

The inner envelope should be superscribed with subject of tender whether the envelope is containing the '**Technical Bid**' or the '**Financial Bid**'.

(a) **Signing of Tender** : Individual signing the tender or other documents connected with contract must specify whether he signs as:

(i) A sole proprietor of the concern or constituted attorney of such sole proprietor;

Or

(ii) A partner of the firm, if it is a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly execute by the partners of the firm.

Or

(iii) Director or a principal officer duly authorized by the Board of Directors of the Company.

Note:

(i) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The self-attested copy of the certificate of registration of firm should also be enclosed along with the tender.

(ii) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any particular partner, the tender and all other related documents must be signed by all partners of the firm.

(iii) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, the Director, NBT without prejudice to his rights may cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(iv) The Contractor should sign and affix his/her Firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer made by the Contractor to be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED / DETACHED FROM THIS NOTICE INVITING TENDER.

(v) Any correction, mutilation or overwriting in figures of rates should be supported by the signature of the Contractor, otherwise the quotation may not be considered.

Tenders placed in sealed covers (in two envelopes duly marked as TECHNICAL BID (Envelope-I) and Financial BID (Envelope-II) with the name of the project written on each envelope should be placed in the outer envelope and marked on top as "Tender for Fabrication of Stalls, Stands & Bare Space using octonorm system and hiring of furniture in Hall Nos.8-11, 12 & 12A for "New Delhi World Book Fair 2016" along with the name of the applicant.

Note :

- The inner envelopes shall also indicate the name and address of the applicant.
- If the cover of the Tender is not sealed and marked, the NBT will assume no responsibility for the Tender's misplacement or pre-mature opening.

Rates quoted

20. The rates quoted in the tender shall be for each item for the entire duration of Fair until it is specifically mentioned. The rates quoted in the Price Schedule shall be inclusive of all taxes, levies etc. except Service Tax which shall be paid at rates applicable from time to time as per applicable Act. No extra payment shall be made by NBT in addition to the accepted rate.

Opening of tender

21. The NBT will open the Tenders in the presence of the Contractors or their authorized representatives, who may choose to be present at the following location:

National Book Trust, India
Nehru Bhawan, 5, Institutional Area, Phase – II,
Vasant Kunj, New Delhi – 110 070

22. The Contractor is at liberty to either present himself or authorize not more than one representative to be present at the time of opening of the tender. The representative attending the opening of the tender on behalf of the Contractor **should bring with him a letter of authority from the Contractor and proof of identification of self.**
23. Sealed tenders, superscribed "NDWBF 2016: Tender for Fabrication of Stalls, Stands & Bare Space using Octonorm system and hiring of furniture in Hall No.8-11, 12 & 12A for NDWBF to be held from 9 – 17 January 2016 should be addressed to the **Deputy Director (Exhibition), National Book Trust, India, Nehru Bhawan, 5, Institutional Area, Phase-II, Vasant Kunj, New Delhi-110070** may reach latest by **26 November 2015 till 10:30 p.m.** The Technical Bid shall be opened on **26 November 2015 at 11:00 a.m.** and the Financial Bid shall be opened on **26 November 2015 at 2:30 p.m.**, respectively. In case of change in dates, the same shall be notified.

Criterion for Evaluation of Tenders

24. The NBT will examine the Tenders to determine whether they are complete, if any computational errors have been made, the documents have been properly signed, and the Tenders are generally in order. A Tender determined as not substantially responsive will be rejected by the NBT and may not subsequently be made responsive by the Contractor by correction of non-conformity.
25. Based on the qualification criteria specified in Chapter-4, the evaluation of all responsive tender will be made first on the basis of technical and commercial information furnished in the Form given in **Chapter – 5.** The representatives of NBT shall have the authority to inspect the godown(s) and office (s) of the Contractor to adjudge the capability of his claim in executing the job. If it is felt that the Contractor does not have the capability to carry out the specified job, then in such an event, NBT reserves the right to reject the bid on technical grounds. The decision of NBT in this regard would be final and binding. **The Financial bid of only those firms, whose technical bids are found to be in order as per the technical parameters set by NBT at Chapter – 5, will be opened on 26 November 2015 at 2:30 p.m.** It must be kept in view that no decision will be given by the Tender Evaluation Committee. Any inferences drawn during the meeting of this committee by the Contractors or their representatives will be their own view and the Trust will not be responsible and will not abide by the same. The reasons for selection or rejection of a particular tender will not be disclosed. The award of work will be further subject to any specific terms and conditions of the contract given in **Chapter-3.**

Earnest Money

26. Earnest Money Deposit (EMD) amount of ₹1.50 lakh is to be deposited with the tender in the form of Demand Draft/Pay Order payable at New Delhi and drawn in favour of National Book Trust, India, otherwise the tender is liable for rejection. Any **E.M.D in the form of Bank Guarantee or any other form is not acceptable.**
27. Contractor shall not be permitted to withdraw their offer or modify the terms and conditions of the tender. In case the Contractor fails to observe and comply with the stipulations made herein or backs out after quoting the rate, or only undertakes to do a portion of the work, the aforesaid amount of Earnest Money will be forfeited by the Trust. Besides, the Contractor will also be debarred/blacklisted from participating in the future tendering of the Trust and/or be fined.
28. No claim shall lie against NBT in respect of erosion in value or interest on the amount of Earnest Money Deposit or Security Deposit.

Validity of bids

29. The bids shall be valid for a period of three months from the date of opening of the tenders. This has to be so specified by the Contractor in the financial bid.

Award of tender

30. Financial Bids shall be opened only in respect of those Contractors who will qualify the conditions/criteria of the technical bid.
31. NBT reserves the discretion to award the contract to more than one Contractor in case the successful Contractor fails to complete the work. In such a condition, other bidders shall work at the lowest accepted rate. The NBT, however, reserves its right to recover the difference, if any, arising out of the above condition from the Contractor if the other parties execute the work on higher rates than the lowest accepted rates.
32. When deemed necessary, the NBT may seek clarification on any aspect from the Contractors. However, that would not entitle the Contractor to change or cause any change in the price quoted. The NBT may, if so desired, ask the Contractor to give presentation for the purpose 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 Contractor.

Communication of acceptance/right of acceptance

33. NBT reserves the right to accept or reject any or all tenders/quotations without assigning any reason and also does not bind itself to accept the lowest quotation or any tender. Any failure on the part of the Contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the Contractor's quotation or any tender. Successful Contractor will be informed of the acceptance of his tender in writing. Necessary instructions regarding the amount and time provided for Security Deposit, if any, will be communicated.
 - 33.1. 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 other Contractors.
 - 33.2. Any failure on the part of the Contractor to observe the prescribed procedure and any attempt by the Contractor to influence the NBT for furtherance of the Contractor's interest, will result in the rejection of the Tender bid. The decision of the NBT in this regard will be final.

- 33.3. Representatives of the NBT shall have the authority to inspect the office(s)/facilities with the civil Contractor before award of the contract and the Contractor should facilitate the same.

Performance/Security Guarantee

34. **The bidder would have to submit the Performance Guarantee to the value of 10% of the basic value of contract in the form of Demand Draft/Pay Order to NBT within three working days from the day of issue of work order after adjusting the amount of EMD already paid. The Performance Guarantee can be forfeited by order of the NBT in the event of any breach or negligence or non-observance of any condition of contract or in case the fabrication is delayed beyond the period stipulated by NBT. The Performance/Security Money so deposited along with the EMD will be retained till conclusion of the Fair and refunded along with balance payment **without any interest**.**

Insolvency etc.

35. In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified, the NBT shall have the power to terminate the contract without prior notice and the contract may be awarded to the next eligible Contractor.

Breach of terms and conditions

36. In case of breach of any of terms and conditions by the Contractor, the Competent Authority reserves the right to cancel the work order/job without assigning any reason, therefore nothing will be payable by NBT in that event and the EMD and Performance Security Deposit shall also stand forfeited. Besides, the Contractor will also be debarred/blacklisted from participating in the future tendering process of the Trust and/or be fined.

Subletting of work

37. The firm shall not assign or sublet the work/job to any other person or party. If it is noticed by the NBT that the Contractor to whom work has been awarded, sublet the work to other Contractor/party including those person or persons who participated in the bidding process then penalty of up to 25% on total bill shall be imposed. Apart from above, such Contractor can also be blacklisted from future tendering of the Trust as per the Trust's decision.

Arbitration

38. If any difference arises concerning this Agreement, its interpretation or the payment to be made there under, the same shall be settled by mutual consultations and negotiations amicably between the parties. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for settlement of the dispute for decision by an arbitral tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs, Govt. of India. Such request shall be accompanied with a panel of names of three persons to act as the arbitrator by parties. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The arbitration proceedings shall take place at New Delhi and shall be conducted in English. The provisions of Arbitration and Conciliation Act duly amended from time to time and the rules framed thereunder and in force shall be applicable to such proceedings.

Legal jurisdiction

39. The agreement shall be deemed to have been concluded in the National Capital Territory of Delhi and all obligations hereunder shall be deemed to be located at the NCT of Delhi and the Court within NCT of Delhi will have the jurisdiction to the exclusion of all other Courts.

Validity of tender

40. The tender is valid for a period of three months.

CONDITIONS SPECIFIC TO THE CONTRACT

1. Acceptance of the Tender will be communicated to the Contractor in writing within 15 days of the opening of the Financial Bid and the Work Order would be issued by the end of **December 2015**.
2. After award of the contract, the Contractor shall, at his own cost, set up an office with sufficient staff, near the NBT's Fair Office at the fair site to be manned round the clock from **6 to 18 January 2016** and with the facility of a telephone and other communication equipment, detail of which should be made available to NBT office. The Contractor shall also deploy a team of representatives consisting of minimum 3 staff for carpet works, electric works and octonorm works in each hall during the entire period of the fair who will report to Officer-In-Charge of the respective Halls.
3. The Contractors, in their own interest, are advised to inspect the site and see its physical condition before submitting Tenders at their own cost.
4. The successful Contractor would be handed over the site for fabrication on **6 January 2015 by 11:00 a.m.** and he should start the work immediately.
5. The response time for attending to complaints from the participants would be within one hour. Failure to comply with the response time will render the Contractor liable to penalty as may be decided by the NBT depending upon each lapses/failure.
6. The successful Contractor must complete the work satisfactorily by **2.00 p.m. on 8 January 2016** and handover the completion certificate of each Hall, to the Deputy Director (Exhibition) through Hall In-Charges appointed by the NBT in writing. In case, no completion certificate for handing over of each Hall is given by the Contractor, the Trust shall consider the recommendation of the Hall In-Charges and Deputy Director (Exhibition) for invoking penalty etc. for delay in work, if any.
7. The Contractor shall engage technically qualified personnel in sufficient numbers for executing the work and the NBT reserves its right to call for the details of staff so engaged by the Contractor.
8. EMD, Security money and Performance Guarantee amount shall, however, be liable to be forfeited in case 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 and Performance Guarantee Deposit shall be forfeited and also the Contractor may be blacklisted for future tendering of NBT for a specific period and/or fined.
9. **Insurance:** It will be the responsibility of the successful Contractor to take a comprehensive insurance cover against fire, damage, pilferage, etc., at his own cost and submit the copy of such insurance policy documents to the Trust at the time of handing over the constructed site after completion of work. He should take necessary precautions to safeguard against possible hazards/accidents. NBT shall not be liable to pay any additional amount to the Contractor in case of any accident/mishappening and loss to the items/equipment/facility of the Contractor in case no insurance cover is taken by the Contractor for the items/facility provided.
10. The Contractor shall indemnify and keep indemnified the NBT against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise of or in consequence of the fabrication and maintenance of works and against all or in relation thereto.

- 10.1. Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, obtain and deposit with the NBT, Contractor's "All Risk Policy" Insurance policy with the beneficiary as "National Book Trust, India". And also insure against any damage, loss or injury which may occur to any property or to any person (including any employee of the NBT) by or arising out of carrying out of the contract.
11. **Liquidated Damages:** In case of failure to complete the job in time, NBT shall impose a penalty of **₹25,000** per hour on the Contractor without prejudice its interest in legal action, which the Trust may deem fit. The Contractor may also be blacklisted for future work. **In such situation**, 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 **and may be deducted from their bill or Performance Security amount/ EMD.**
12. The dismantling of structures should begin only after written permission from the Deputy Director (Exhibition)/Assistant Director(Exhibition) and Hall In-Charge appointed by the Trust in writing. But, if it is done without prior permission and loss of any material or property, on the basis of complaint, if any, brought to the notice of the Officer-In-Charge of the Hall concerned or Deputy Director (Exhibition) /Assistant Director(Exhibition). The NBT shall provide a list of Officer-in-Charge of Halls to the Contractor. The Contractor will be liable to pay the total amount of such loss thus incurred.
13. During the period of fabrication/equipment/fitting and providing of furniture, the Contractor shall have to make his own arrangement for the facilities at Book Fair site/halls, such as water, electricity, security etc. at his own cost.
14. The Contractor should insure his inventory at his own cost. In the event of any accident or on account of natural calamities/riots or any other reason whatsoever during the execution of work or during the period of the fair, the Contractor shall not be entitled to any compensation or claim from National Book Trust, India for any loss to his personnel, articles, dead stock, furniture, fixtures, etc.
15. The Contractor will be responsible for the up-keep and maintenance of the entire structure/equipment/fitting 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.
16. It will be the responsibility of the successful 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.
17. 50% payment of the total value of the Tender will be made to the Contractor at the Fair site, subject to a physical verification report of the work done by the Contractor. This payment can be curtailed if the Physical Verification Committee observes that the Contractor has not completed the work in time, or has provided inferior quality item/facility and not as per the specifications given in the contract. The Contractor shall be entitled for remaining payment along with performance security amount **without any interest** on completion of Book Fair within a period of 30 days' time.
18. Documentary evidence of the Contractor being a registered/approved Govt. Contractor and of his having done work of a similar nature in about 2,000 sq. mtr. area or more must be submitted with technical tender.

19. Income tax shall be deducted at source as applicable under the Act. **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.
20. The NBT reserves its 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 Contractor or Contractors on the grounds for NBT's action. In such an event, tender document becomes an official document of NBT which shall not be returned to the Contractor.
21. The Contractor will not be allowed to sublet the work to any other Contractor for providing any component during the Fair. Likewise, no co-sharing of the job amongst the participating Contractors will be permitted by NBT. In case of violation, the NBT reserves its right to debar or blacklist the Contractor towards participating in any of the further tender process and/or impose fine etc.
22. The decision of the NBT **with regard to all terms & conditions shall be final and binding.**
23. In the event of items not being provided in required quantities or specifications, penalty will be imposed as under:

A. CIVIL FABRICATION

a)	Stalls	20% of the quoted rate of the component & 10% on the total bill
b)	Stands	
c)	Auditorium	
d)	Office Block	
e)	Reception	
f)	Gate	
g)	Furniture Items	10% of the quoted rate of the component and 10% on the total bill
h)	For other items	

24. The quality of material to be used for the fabrication should conform to the approved model. Any deviation in quality will render the Contractor liable to penalty as may be decided by the Trust. The decision of the Trust in this regard shall be final and binding on the Contractor.
25. 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, furniture, fixtures, etc. on account of natural calamities beyond the control of the Authorities.
26. **On conclusion of the fair, the stalls must be dismantled and the material removed by 11:59 p.m. on 17 January 2016.** This has to be ensured by Contractor that the halls are cleared by the stipulated date and time otherwise the Contractor would be liable to pay all the penalty/rent as imposed by ITPO to NBT and such penalty shall be adjusted by NBT from the Contractor's final bill/EMD/Performance Security/ /Guarantee or through legal action.

Validity of the bid

27. All the furniture to be provided shall be without any defect and should be scratch-less and stainless. The frames of the furniture should be either wooden or stainless steel only. The samples of the furniture should be got approved from the Officer-in-Charge beforehand. In case of supply of sub-standard/defective materials, furniture etc., the Officer-in-Charge shall have the power to deduct/recover full amount of the respective items against the payments due to the Contractor.
28. The bid submitted by the Contractors shall be valid for a minimum period of three months computed from the date of opening of the Financial Bid.

PARAMETERS FOR EXECUTING THE WORK (QUALIFICATION CRITERIA)

The following documents are required to be submitted with the Technical Bid of the Tender Document:

1. The firm should be registered and should be in existence for at least 5 years.
2. The firm has to declare the Company profile such as partnership/proprietorship/ Memorandum & article of Association of the company.
3. The firm should have the experience of working with Central or State Government /Public Sector Undertaking and Autonomous bodies or of Govt. of India, State Govt. or National Level Professional Bodies in India or abroad of providing similar services for 3 years on the closing date and having successfully completed work of similar nature and magnitude. Similar nature of work mean – completed work in area of not less than 2,000 sq. mtr. each. A copy of documents in support of their claim should be enclosed.
4. The Contractors should have engaged an electrical supervisor, who possesses a valid electrical supervisor license issued by the Chief Electrical Inspector of a State or any other competent authority to undertake the electrical work properly. A copy of the license of the supervisor should be attached with the Tender Document.
5. Certified copy of last three years balance sheet showing minimum annual turnover of ₹1.50 crores each year continuously.
6. Certified copy of Income Tax Returns filed for the last 03 Assessment Years (2013-14, 2014-15 & 2015-16).
7. Self-attested copy of Registration Certificate.
8. Self-attested copy of Service Tax Returns for the last 01 Assessment Year (2015-16).
9. Self-attested copy of PAN card.
10. Affidavit stating that the Contractor has not been debarred or blacklisted by any Government, Quasi Government, PSU or Autonomous Organization or International Bodies like UN, etc.
11. Documentary evidence of having sufficient stock has to be provided along with the Tender.

Application Form

(Should be typed on the Letterhead of the Contractor)

From

To

The Director,
National Book Trust, India
New Delhi – 110 070

Tender No.

Dated:

Sub.: **Submission of Tender for temporary fabrication and fabrication of Stalls, Stands & Bare Space using Octonorm system and hiring of furniture for New Delhi World Book Fair 2016.**

Dear Sir,

With reference to your above-mentioned notice inviting tenders, I/We hereby offer to provide required services to National Book Trust, India. I/We shall execute the work truly and faithfully as set forth in the attached terms and conditions. I/We shall be responsible for all complaints as regards the quality of service and in case of any dispute; the decision of the Director, National Book Trust, India shall be final and binding on me/us.

As desired, the Tender Fee and EMD vide Demand Draft Nos. (1) _____ (2) _____ Dated (1) _____ (2) _____ drawn on _____ respectively in favour of National Book Trust, India payable at New Delhi are enclosed. I fully understand that in the event of my/our tender being accepted, you shall adjust this earnest money in security deposit payable by me/us for the faithful and satisfactory execution of the contract.

The details of the documents as required in Chapter – 4 are submitted as under:

1. Registration Number of the Firm _____
2. Service Tax Number _____
3. PAN Card Number _____
4. Electrical License Number _____

I/We shall have no claim to the refund of Earnest money/Security prescribed against this tender in the event of my/our non-compliance of the contract, provided such contract is implemented within the period of validity of my/our tender.

I/We further understand that my/ our Earnest Money Deposit and Performance Guarantee money shall stand forfeited in case of unsatisfactory services/violation of any term/terms or if I/We withdraw my tender at any stage during the period of validity.

[Signature of Contractor with stamp of the Firm]

TENDER FORM - I TECHNICAL INFORMATION AND UNDERTAKING

[Delete whichever of the following is not applicable before submitting the NIT or prepare a fresh format. Contractor may use separate sheet wherever required]

1. Name of the Contractor/Party
2. Nature of the concern
(i.e. sole proprietor or partnership firm or a company or a Government Department or a Public Sector Organisation)
3. Present Address
4. Permanent Address
5. Earnest Money Amount :
6. DD No. & Date, Name of the bank/cash receipt no. of NBT, if deposited in cash
7. Whether each page of NIT and its Annexure have been signed and stamped.
8. Proposed date to start work **6 January 2016**.
9. List of Major Customers may be given on a separate sheet and proof of satisfactory execution of work.
10. Proof of the last three years' turnover of the firm, which should not be less than ₹1.50 crores each continuously for the preceding three years.
11. Permanent Account Number
12. Whether copies of authenticated balance sheet for the last three years enclosed.
13. Copy of the Service Tax Returns for the last 01 Assessment Year (2015-16).
14. Self-attested copy of electrical license issued by Central/State Government.
15. Experience certificate of supplier covering execution to various State Govt./Central Government.
16. The Supply Order from the concerned Unit/Deptt. should be submitted, in support of the experience.
17. Declaration in Affidavit on Non Judicial Stamp Paper of ₹10/- duly countersigned by Notary that they have not been banned or debarred by any Govt./Quasi Government Department or PSUs & all documents/information submitted by them are genuine and correct (in enclosed format).
18. Personnel: Number of employees employed by Contractor in his company with minimum qualification laid down:
 - a) Technical
 - b) Non-technical

19. Specimen Signature, Name, Address, Contact No., designation/capacity of the person signing the tender document on plain paper.
20. Any other information important in the opinion of the Contractor.

(Signature of Contractor with stamp of the firm)

Date

Place

UNDERTAKING

1. I/We undertake that I/We have carefully studied all the terms and conditions and understand the parameters of the proposed work of the NBT and shall abide by them.
2. I/We have seen the 'Sample Stall' and its specifications of the required standard and shall execute the work accordingly to the given specification/standard.
3. I/We further undertake that the information given in this tender are true and correct in all respects and I/We hold the responsibility for the same.

(Signature of the Contractor with stamp of the firm)

Date

Place

SPECIFICATION OF WORK/BILL OF QUANTITY

Sl No.	Particulars	Quantity
1	a) <u>Stall Size 3mx3m:</u> Fabrication of stall with white octonorm panels along with the top of the podium in the same colour, three side paneling of prefab bright finished octonorm structure connecting table at the back of size 1m x .5m (1 no.), two tables of 1m x 1m on side with ½ x ½ mtr. diagonally cut from the front with floor covering of synthetic needle punch new carpet of good quality with uniform colour, consisting of 9 MS shelves of size 96"x8.5" with 2" depth duly powder coated in the same colour, 6 spotlights, one octonorm table, two black cushion chairs.	500
	b) <u>Stall Size 3mx2m:</u> Fabrication of stall with white octonorm panels along with the top of the podium in the same colour, three side paneling of prefab bright finished octonorm structure connecting table at the back of size 1m x .5m (1 no.), two tables of 1m x 1m on side with ½ x ½ mtr. diagonally cut from the front with floor covering of synthetic needle punch new carpet of good quality with uniform colour, consisting of 6 MS shelves of size 96"x8.5" with 2" depth in front and 3 MS shelves of size 60"x8.5" with 2" depth on one side duly powder coated in the same colour, 4 spotlights, one octonorm table, two black cushion chairs.	40
2.	<u>Stand of size 1m :</u> Fabrication of stand with white octonorm single panel along with one octonorm table fixed to the panel with top in the same colour with pre-fab bright finished octonorm system, 4 MS shelves of size 1 mtr. length with 8.5" width & 2" depth duly powder coated in the same colour, one spotlight, one black cushion chair.	100
<u>NOTE</u>		
<ul style="list-style-type: none"> One curtain for covering the stalls/stands should be provided to all the participants of Hall Nos.8 – 11, 12 & 12A by 5:00 p.m. on 8 January 2016 for covering the stalls/stands till the end of the Book Fair. Computerized fascia of uniform colour (maximum 8 colour) with NDWBF 2016 Logo in each and every stalls & stands of the above mentioned Halls with lettering on vinyl cutting in Hindi/English, a plug point for computer with 5 and 15 Amp socket. The colour for the fascia will be intimated to the Contractor at the time of work order. 		
3.	<u>Bare Space of size 3mx3m:</u> No stalls will be constructed by the contractor. However, electric connection and carpeting in bare space stalls are to be provided by the contractor.	300
4.	<u>Hanger (If required)</u> Rates may be quoted for 1 (one) sq. mtr. for Hanger structure with platform of 6" height with uniform colour carpet.	1 sq. mtr.
5.	Laying and fixing of new synthetic carpet (on hire basis) in the entire passages of Hall Nos.8–11, 12 & 12A inclusive of maintenance during the fair.	6000 sq. mtr.

TENDER FORM – II (FINANCIAL BID)
SPECIFICATION OF WORK/BILL OF QUANTITY

Sl. No	Particulars	Quantity	Rates per unit for full duration (in ₹)	Total for full duration (in ₹)
1	<p>a) <u>Stall Size 3mx3m:</u> Fabrication of stall with white octonorm panels along with the top of the podium in the same colour, three side paneling of prefab bright finished octonorm structure connecting table at the back of size 1m x .5m (1 no.), two tables of 1m x 1m on side with ½ x ½ mtr. diagonally cut from the front with floor covering of synthetic needle punch new carpet of good quality with uniform colour, consisting of 9 MS shelves of size 96"x8.5" with 2" depth duly powder coated in the same colour, 6 CFL, one octonorm table, two black cushion chairs.</p>	500		
	<p>b) <u>Stall Size 3mx2m:</u> Fabrication of stall with white octonorm panels along with the top of the podium in the same colour, three side paneling of prefab bright finished octonorm structure connecting table <u>at the back of size 1m x .5m (1 no.), two tables of 1m x 1m on side with ½ x ½ mtr. diagonally cut</u> from the front with floor covering of synthetic needle punch new carpet of good quality with uniform colour, consisting of 3 MS shelves of size 96"x8.5" with 2" depth in front and 3 MS shelves of size 60"x8.5" with 2"depth on one side duly powder coated in the same colour, 4 CFL, 1 octonorm table, 2 black cushion chairs.</p>	40		
2.	<p><u>Stand of size 1m</u> : Fabrication of stand with white octonorm single panel along with one octonorm table fixed to the panel with top in the same colour with pre-fab bright finished octonorm system, 4 MS shelves of size 1 mtr. length with 8.5" width & 2" depth duly powder coated in the same colour, one spotlight, one black cushion chair.</p>	100		

NOTE				
<ul style="list-style-type: none"> One curtain for covering the stalls should be provided to all the participants of Hall Nos.8–11, 12 & 12A by 5:00 p.m. on 8 January 2016 for covering the stalls till the end of the Book Fair. Computerized fascia of uniform colour (maximum 8 colour) with NDWBF 2016 Logo in each and every stalls of the above mentioned Halls with lettering on vinyl cutting in Hindi/English, a plug point for computer with 5 and 15 Amp socket. The colour for the fascia will be intimated to the Contractor at the time of work order. 				
3.	<u>Bare Space of size 3mx3m:</u> No stalls will be constructed by the contractor. However, electric connection and carpeting in bare space stalls are to be provided by the contractor.	300		
4.	<u>Hanger (If required)</u> Rates may be quoted for 1 (one) sq. mtr. for Hanger structure with platform of 6" height with uniform colour carpet.	1 sq. mtr.		
5.	Laying and fixing of new synthetic carpet (on hire basis) in the entire passages of Hall Nos. 8-11, 12 & 12A inclusive of maintenance during the fair.	6000 sq. mtr.		
6.	White Octonorm Panels/Walls with frame (10 ft. height)	50		
7.	Coloured Octonorm Panels/Walls with frame (10 ft. height)	20		
8.	Glass Octonorm Panels/Walls with frame (8 ft. height)	20		
9.	Steel Almirah (full size) of good quality (New) with proper locking system	5		
10.	Steel Almirah (Small Size) of good quality (New) with proper locking system	5		
11.	Stage (Height 9" + Carpet) (rates per sq. mtr.)	1 sq. mtr.		
12.	Ribbed Carpet (rates per sq. mtr.)	1 sq. mtr.		
13.	CFL Light with fittings (As given in Stall) for office Block Octonorm Structure	50		
14.	Halogen Lights	5		
15.	Metal Lights	5		
16.	Curtain for Doors	10		
17.	Queue Manager (Barricading Post)	5		

18.	Octonorm Table	10		
19.	Computer Table	5		
20.	Visitors' Chairs (Cushion Chair)	20		
21.	Table with Drawer and Lock & Key	5		
22.	Digital Interactive Kiosk for Exhibitors' Information	3		
23.	Pagoda of size 2½mtr. x 2½mtr.	1		
			Amount	
			Service Tax @ 14%	
			Total Amount	

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

Signature

Name :.....

Address :.....

Dated:

Place: