**Tender Notice**

National Book Trust, India (NBT), an apex body under Ministry of Human Resource Development, Government of India invites sealed Tender/Bid for Construction of two stalls at the Kolkata Book Fair to be held at Milan Mela Ground, Kolkata, from 28 January to 8 February 2015.

In this connection, NBT invites sealed tender, on the prescribed tender form for construction of stalls as per specifications given in Annexure – I.

The Tender document can be had from the office of the Regional Manager, National Book Trust, India, Eastern Regional Office, 61, Mahatma Gandhi Road, 2nd Floor, Kolkata - 700 009, from 5-9 January 2015 on any working day between 9.30 a.m. to 4.00 p.m. The briefing of the tenders would be held on 12 January 2015 at 4.00 pm. The tenders/bids will be received latest by 16 January 2015 till 4.00 p.m. and would be opened the same day at 4.30 p.m. in the presence of the representatives of the bidder at the Conference Room of the Eastern Regional Office.

(SUMIT BHATTACHARJEE)
REGIONAL MANAGER
TERMS & CONDITIONS OF THE TENDER FOR CONSTRUCTION OF NBT BOOK STALL
AT KOLKATA BOOK FAIR 2015

TERMS & CONDITIONS

1. The tender shall be submitted on the prescribed tender form (Annexure-1).

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 should clarify whether the individual signing the tender or other documents in connection with the tender signs as:

   3.1. A “sole proprietor” of the firm or constituted attorney of such sole proprietor (photocopy of Registration of the firm as a proof need to be provided) or

   3.2. 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 (photocopy of the registered partnership deed need to be provided) or

   3.3. Constituted Attorney if it is a company (photocopy of the registration of the company need to be provided) or

   3.4. The tender should be signed either by the proprietor or by his authorized representative. In case of the latter, an authority letter should be enclosed with the tender.

4. Incomplete tenders are liable to be rejected. It means Tenderer should quote for all items. If any item is missed or not quoted, the entire Tender will be rejected.

5. The quantities mentioned in the schedule may either be increased or reduced at the discretion of the NBT. However, for the reduced quantity no claim shall be entertained and if considered necessary, any item could be dropped completely.
6. 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.

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

8. 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 price quoted. The NBT may, if so desired, ask the tenderer 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 tenderer.

9. The minimum turnover of the contractor should be at least Rs.10 lakhs per annum during the last three years. (Documentary evidence in this respect, as certified balance sheet of CA for three consecutive years need to be provided).

10. The tenderers may see the enclosed CD for the layout and design before submitting the tender.

11. 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.

12. 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.

13. 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.
14. Earnest Money Deposit (EMD) amount of Rs.10,000/- is to be deposited with the tender in the form of Demand Draft/Bankers Cheque payable at Kolkata 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.**

15. **Liquidated Damages**

Work must be completed by 2.00 p.m. on 26 January 2015 in all respects and has to be handed over to NBT in writing indicating the date and time. **Failure to do so will entitle the NBT to impose a penalty of Rs.5,000/- per hour on the contractor and he may be blacklisted for future work.** In addition to it the Performance Guarantee and security deposits shall stand forfeited. 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 first contractor.

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. The quality of material to be used for the construction should conform to the approved design available in the CD. 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.

18. The contractor shall engage technically competent personnel for executing the work.

19. The NBT 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.
20. Before award of the contract the successful tenderer will be required to deposit Performance Guarantee (refundable) a sum equivalent to 10% of the value of the contract (less the EMD already deposited) in the form of a Demand Draft drawn in favour of National Book Trust, India, payable at Kolkata. The Performance Guarantee deposited shall be released by the NBT after successful completion of the contract in all respect.

21. The security money shall 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 opening the quotations or on award of the contract, Performance Guarantee is liable to be forfeited.

22. During the period of construction of stalls, the contractor shall have to make his own arrangement for various amenities necessary for the smooth execution of his work.

23. The contractor will be responsible for the up-keep and maintenance of the entire structure of stalls constructed by them till the end of the fair for which no extra payment shall be made. Breakage and damages, if any shall immediately be replaced/repairs without any extra cost.

24. The payment of the billed amount will be made subject to a physical verification by the officers of the NBT.

25. Documentary evidence of the tenderer being a registered/approved contractor and of his having done work of a similar nature in India and abroad.

26. 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 – 1**, without which the tender is liable to be rejected.

....5/P.
27. 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.

28. The decision of the NBT in this regard would be final and binding.

29. 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 Kolkata courts only.

30. Any loss to the NBT 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 amounts payable to the contractor.

31. **Validity of the bid**
   The bid submitted by the tenderers shall be valid for a minimum period of 30 days computed from the date of opening of the bid.

32. **Legal Arbitration**
   That it has been mutually agreed between the Director, NBT and the Firm/Supplier that any dispute arising out of this acceptance shall be referred to for Arbitration to the Chairman, NBT and his decision shall be binding on the Firm/Vendor. The Firm/Vendor shall not raise any question of competence of Chairman, NBT do act as sole Arbitrator.

33. **Legal Jurisdiction**
   Any legal dispute will be subject to jurisdiction of Kolkata Court and no other Court shall have the jurisdiction.

34. The NBT reserves the right to accept/reject any/all the tenders without assigning any reason.

(SUMIT BHATTACHARJEE)
REGIONAL MANAGER
Annexure – 1

**Construction of NBT Book stalls at Kolkata Book Fair 2015 scheduled from 28 January to 8 February 2015 at Milan Mela Maidan, Kolkata**

**PROFORMA**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Specifications</th>
<th>Rate per Sq. ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>01.</td>
<td>The NBT’s two stall (800 sq. ft. each) will be fabricated / constructed as per the design. Each stall has to be fabricated under a water proof super structure provided by the organizer Publishers &amp; Booksellers Guild. In case the Guild does not provide water proof super structure, the same has to be provided by the bidder.</td>
<td></td>
</tr>
<tr>
<td>02.</td>
<td><strong>EXTERIOR</strong></td>
<td></td>
</tr>
<tr>
<td>(a)</td>
<td>The entire exterior decoration/fascia to be maintained by the bidder throughout the fair including thermocol / POP work</td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td>All the dimension and material specification to be strictly followed as mentioned in our drawing</td>
<td></td>
</tr>
<tr>
<td>(c)</td>
<td>The exterior design has to be fabricated with the use of 6 mm, 12 mm ply board (wherever necessary) as per the design</td>
<td></td>
</tr>
<tr>
<td>(d)</td>
<td>The design need to be strictly followed and the materials such as ply wood, plaster of paris, thermocol is to be used as per requirement of the design and to be painted with water proof emulsion.</td>
<td></td>
</tr>
<tr>
<td>(e)</td>
<td>The multilingual lettering, as shown in the front fascia to be printed and installed as per the design.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td><strong>Name Panels</strong></td>
<td></td>
</tr>
<tr>
<td>(a)</td>
<td>The lettering of National Book Trust, India (in English) to be printed in flex in backlit.</td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td>The lettering of National Book Trust, India (in Bangla) to be printed in vinyl and pasted on 4 mm Sunboard.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td><strong>Green Plants</strong></td>
<td></td>
</tr>
<tr>
<td>(a)</td>
<td>The bidder has to provide sufficient green plants infront of the stall</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td><strong>Entry &amp; Exit Gate</strong></td>
<td></td>
</tr>
<tr>
<td>(a)</td>
<td>The bidder has to provide and install collapsible gate (properly painted) with lockable arrangement at the entry and exit gate.</td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td>A ramp (at the entry &amp; exit gate) to be properly made of 19 mm plywood (to facilitate physically challenged persons) as shown in the design.</td>
<td></td>
</tr>
</tbody>
</table>
6. **INERIOR**  
The entire interior decoration to be strictly followed as per the design with proper dimension and finish. The height of the interior wall should not be less than 8 ft./2.5 mt. and to be made of 6 mm ply with duly painted in plastic emulsion (preferably with Velvet Touch).

7. **Platform/Flooring**  
(a) The platform/flooring to be made of 19 mm plywood (with proper water level).

(b) Height of the platform should not be less than 8 inches.

(c) The entire floor to be covered by new red synthetic carpet as per the design.

8. **Reception Cum Sales Counter**  
(a) Reception cum sales counter with two drawers (one each on either side) to be strong enough and esthetically made with the use of good quality plywood as per the design.

9. **Podium**  
(a) The podium should be strong enough to carry 750-1000 books.

10. **Electrical Fittings**  
(a) Fittings of extra 22 Nos. tube light and two no plug point at each stall.

11. **Bookshelves with storage facility**  
(a) All the bookshelves to be with the combination of 6 mm and 12 mm plywood and strong enough to carry all the books.

(b) A provision of storage facility to be made at the bottom of the book shelf as per the design with lockable arrangements.

(c) The height of each of the book shelves should not be less than 6 ft. 9 inches.

(d) All the sections of the books to be tagged as per requirement (such as Fiction/Non fiction / English/ Bengali/ Hindi, etc.)

12. **Fire Protection**  
(a) 8 Nos. fire extinguisher in each stall (in working condition and recently filled with date) will be provided for which no extra payment will be made.

13. **Furniture**  
(a) The bidder should provide 8 chairs in each stall.

14. **Ceiling Cloth**  
(a) The false ceiling good quality fabric with proper stitch to be used and installed for false ceiling.
15. **General**

(a) Cost of hiring of extra electrical fittings including the electrical consumption charges (both provided by the contractor and the fair authority) to be borne by the contractor.

(b) Two dustbins in each stall to be provided

(C) One coffee vending machine is to be installed in each stall with arrangement of Tea/Coffee and operator during the entire period of the fair

(d) One water dispenser in each stall with packaged drinking water during the fair period

(e) Two Security persons to be provided in each stall for the safety and security of the books and other materials in the stall during the fair period

17. Taxes/Vat or any other charges, if any

<table>
<thead>
<tr>
<th><strong>Total Rs.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total (in words)</td>
</tr>
<tr>
<td>(Quoted amount inclusive of all taxes, services, vats, permission charges etc.)</td>
</tr>
</tbody>
</table>

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

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