

TENDER NOTICE

National Book Trust, India, an autonomous organization 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 Construction of two stalls at the Kolkata Book Fair to be held at Mela Ground, Central Park, Salt Lake, Kolkata from 29 January to 09 February 2020.

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 26.12.2019 to 13.01.2020 on any working day between 9.30 a.m. to 4.00 p.m. on payment of Rs.236/- inclusive of GST @ 18% (Rs.200/-+Rs.36/-) (Rupees Two Hundred & Thirty Six only) (non-refundable) in the form of cash/demand draft favoring National Book Trust, India payable at Kolkata. The briefing of the tenders would be held on 10.01.2020 at 4.00 pm. The tenders/bids will be received latest by 13.01.2020 till 4.00 p.m. and would be opened on 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, Kolkata. The Tender forms can also be downloaded from our website: www.nbtindia.gov.in

(BRATIN DEY)
Officer-in-Charge

**TERMS & CONDITIONS OF THE TENDER FOR CONSTRUCTION OF NBT BOOK
STALL AT KOLKATA BOOK FAIR 2020**

TERMS & CONDITIONS

1. The tender shall be submitted on the prescribed tender form (Annexure- 1).
2. If the cover of the tender is not properly 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 / authorization 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 shall be filled in English and all entries must be handwritten in dot pen. Overwriting of rates is not permitted. Corrections, if any, should be attested by the tenderer with his full signature.
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 year need to be provided).
10. The tenderers may see the presentation in softcopy and NBT Website 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.

Earnest Money

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 28 January 2020** 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 softcopy. 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. Actual design, size details, shape of two stalls are given in the layout design with instructions in the design itself available in colour in NBT website, which are to be followed.

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

20. 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.

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21. 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.
22. 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.**
23. 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.
24. 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.
25. The payment of the billed amount will be made subject to a physical verification by the officers of the NBT.
26. **Documentary evidence of the tenderer being a registered/approved contractor and of his having done work of a similar nature in India and abroad.**
27. 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.

28. 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.
29. The decision of the NBT in this regard would be final and binding.
30. 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.
31. One contact person / official of contractor shall present for first three days of fair to see overall arrangement.
32. 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.
33. Penalty of non compliance for each items as indicated against construction details in Annexure - 1 should read before submitting tender application.
34. **Validity of the bid**
The bid submitted by the tenderers shall be valid for a minimum period of 45 days computed from the date of opening of the bid.
35. **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.
36. **Legal Jurisdiction**
Any legal dispute will be subject to jurisdiction of Kolkata Court and no other Court shall have the jurisdiction.
37. The NBT reserves the right to accept/reject any/all the tenders without assigning any reason.

(BRATIN DEY)
Officer-in-Charge

Application Form
(Should be typed on the Letterhead of the Contractor)

From _____

To
The Officer-in-Charge
Eastern Regional Office
National Book Trust, India
61, M.G. Road
Kolkata - 700 009

Tender No.

Dated:

Sub.: Submission of Tender for temporary construction of 2 nos. NBT stall for Kolkata Book Fair-2020 at Mela Ground, Central Park, Salt Lake, Kolkata.

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 Regional Manager, National Book Trust, India shall be final and binding on me/us. As desired, the EMD vide Demand Draft No. _____ Dated _____ drawn on _____ respectively in favour of National Book Trust, India payable at Kolkata 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 are submitted as under:

1. Registration Number of the Firm _____
2. Service Tax Number _____
3. PAN Card 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]