



NATIONAL DISASTER MANAGEMENT AUTHORITY
(Government of India)
NDMA Bhawan, A-1, Safdarjung Enclave,
New Delhi-110029.Tel. Fax No.26701821.



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Tender Document No .11-70/2014-Awareness Dated: 15 September 2014

NOTING INVITING TENDERS

The National Disaster Management Authority (NDMA) proposes to participate in the India International Trade Fair 2014 from 14th to 27th November, 2014 with a pavilion based on the theme **“Disaster Management”** at Hall No 12 of Pragati Maidan.

2. Accordingly, NDMA invites proposals from reputed firms, hereinafter referred to as the **‘Agency’** who are experienced in conceptualizing, designing, fabricating, installing and maintenance of pavilions/exhibitions on the theme of **Disaster Management**.

Technical and Financial proposals are invited in two sealed covers separately, as per requirements of the Terms of Reference hosted on NDMA’s website www.ndma.gov.in under the heading “Tenders”.

3. **Selection Procedure**

The last date of receipt of proposal at NDMA is 8th October at 1500 hrs.

The agency will be required to **make a presentation on 9th October at 1100 hours** based on concept, sketches/designs prepared by them before a Committee constituted by NDMA. The Committee will shortlist the proposals based on **concept, sketches/ design prepared by them and proven technical expertise (ability to execute concept)**. The financial bid of the shortlisted agency only will be opened on 14th October at 1600 hrs.

4. You are requested to send your proposals in a sealed cover containing Technical and Financial Proposals in two separate sealed covers to the following address:

Under Secretary (PR & AG), NDMA Bhawan
A-1 Safdarjung Enclave, New Delhi- 110029

(Bhupinder Singh)
Deputy Secretary
(Public Relations and Awareness Generation)

TERMS OF REFERENCE FOR PREPARATION OF NDMA's PAVILION FOR IITF, 2014

A. Instruction to Bidders

1. Services to be Provided:

Conceptualizing, Designing, Fabricating, Installing and Maintenance of a Pavilion of 200 sq.mtr. in Hall No. 12 for participation by NDMA in India International Trade Fair, 2014 on the theme of **Disaster Management** (Prevention, Preparedness, Mitigation & Response) & may include "Any other innovative concept on **Disaster Risk Reduction**".

2. Scope of Work

- i) The work has to be undertaken on a turn-key basis and will include conceptualization, making of designs, and modification of designs as per the suggestions of NDMA in this regard.
- ii) Preparation of Main backdrops, Display Panels, other supporting signage items, entry badges, brochures and any flex printing as required .
- iii) Providing suitable sound system and other Audio Visual media including LCD/Plasmas for use in the pavilion.
- iv) The job will also involve layout, preparation of various counters and installation of all such signages and maintenance thereof till 27th Nov, 2014.
- v) The work will cover design and layout of reception counters, touch-screen kiosks, book shelves, round tables and any other items as specified by NDMA.
- vi) The work entails coordination with ITPO with regard to taking possession of bare space from 7th Nov onwards and completion of the pavilion by 11th Nov 2014.

3. Time Frame

- a) The Agency selected for execution of the job has to complete the pavilion as per deadlines and time schedule fixed by IITF and

NDMA so as to enable this Authority to monitor and refine the processes involved in fabrication, as per their requirement from time to time, before the display (This will be intimated to the selected vendor).

b) The designated officer in-charge will have the right to make necessary modifications/ alternations in the layout till the last moment in order to ensure that quality products are finally put on display.

c) The pavilion should be ready latest by 1500 hrs on 11th Nov 2014.

d) Failure to meet the time schedules will invite penalty @ 5% of the contract value per day.

4. Removal of Material

a) After the event is over, the **Agency** shall be responsible for dismantling and removing the materials as per the prescribed time schedule of IITF and shall be liable to **'pay any demurrage'** that might be imposed by IITF for noncompliance of dismantling schedule.

b) Dismantling and removal of material has to be done by the Agency at its own cost. Hence the same may be factored into while making the financial quote.

c) Dismantling should be done in such a manner as to enable the NDMA to re-use the items in any way it deems fit.

i) The pavilion demonstration should use state- of - art technologies and be free of any infringement of IPR (Intellectual Property Rights) of any third party.

ii) In case infringement of Intellectual Property Rights (IPR) of any third Party(ies) takes place, the Agency hired by NDMA for fabricating the pavilions is liable for payment of compensation to the aggrieved third party. It shall be responsible to indemnify NDMA and shall be required to pay license fee and any other payment to the third/other party required for settling the matter.

- iii) The decision of NDMA about the quality of services will be final and shall not be challenged by the agency on any ground whatsoever. No stock footage will be used by the agency without the prior approval of NDMA.
- iv) The NDMA will have the right to modify, change, accept or reject the work in total or any part thereof or cancel the project at any stage without assigning any reason.
- v) The copyright of the work shall vest with the NDMA and it would have rights on the awards won, if any. The NDMA also retains the right to retain the complete models in usable condition.

B. General Conditions

1. Eligibility Conditions

- i. Agencies with experience of theme – based designing and fabrication i.e. conceptualization and execution of themes, fabrication of working model and displays at National or State level exhibitions for the preceding three years.
- ii. Certificate of satisfactory performance from two Govt. Deptt./PSUs clients should be attached.
- iii. Agencies should have a minimum annual turnover of Rs.3 crore and above for the last three years.
- iv. Agencies should have at least 2 running contracts of providing such facilities in Govt. Deptt./PSUs.
- v. Agencies should have experienced personnel of various trades required for conceptualization, design, fabrication , installation and maintenance on their rolls or on retainer basis. List of personnel / agencies to be used will be supplied to NDMA.
- vi. Agencies that have won prizes/commendations for pavilion designed by them in the IITF in the previous years and/or having experience of fabricating pavilion for social sector/ Departments/Ministries may be given preference.

2. Documents required to be submitted along with the bid as per the Annexures-I,II,III &IV

The Agency bidding for the above shall furnish the following Documents along with the bid:

- i. Attested copies of certificate/work-orders for any theme-based fabrication showing experience of conceptualization of theme, fabrication and display of Pavilion at National level exhibitions for over three years.
- ii. Valid Service Tax Registration Certificate.
- iii. Latest Income Tax return for last 3 years along with the copy of PAN card.
- iv. Earnest Money Deposit (EMD)/Bid Security of Rs. 2,00,000/- (Rupees two lakh only) in the form of Account Payee, DD, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any commercial bank in an acceptable form, in favour of the DDO NDMA, payable at New Delhi, valid for a period of 45 days beyond the final bid validity period. The same will be returned to unsuccessful bidders, after the tender process is completed.

Failure to furnish all the information required as per Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. All the pages of the tender document and certificates shall be duly signed by the authorized signatory of the bidder.

3. Packing of Bid Documents

As a part of the proposal, the **Agencies** will have to submit **two separate Sealed Envelopes placed within an outer envelope** as mentioned below.-

- i. **Technical Bid:** First envelope super-scribed as "**Technical Bid**" should contain particulars regarding eligibility criteria and treatment of the theme as follows.
 - a) Total experience in conceptualization of theme, fabrication and display of pavilion in National Level and State level exhibitions.
 - b) Details of annual turnover for the last three years along with Chartered Accountant's certificate indicating turnover of the Agency.
 - c) Details of experience of creative personnel like visualizer or concept fabricators etc.

- d) Details of prizes won.
- e) Experience/ understanding of awareness generation for disaster risk reduction, especially for earthquake risk reduction, will be an advantage.
- f) The treatment suggested for the theme selected by the NDMA or as per concept proposed by the Agency. Besides a narrative explanation, the treatment should contain drawings and designs explaining the manner in which the theme can be presented. The agencies can present more than one design for the theme, or their own concept.
- g) Earnest Money Deposit (EMD)/ Bid Security of Rs. 2,00,000/- (Rupees two lakh only), **as per details given at Para 2 (iv) above.**

ii. Financial Bid: Second envelope super scribed **“Financial Bid”** should contain **cost estimates** as per format for financial bid given. The **Agencies** are required to understand the work properly before quoting the rates.

Shortlisting will be made on the assessment of the technical bid, i.e. eligibility criteria and treatment of the theme and its presentation in the form of drawings and designs.

4. Bid Price

i. Rate should be quoted in English figures and words without any overwriting, corrections, errors, omissions etc.

ii The price quotes by the bidder shall remain fixed during the entire period of the contract and shall not be subject to variation on any account. A bid submitted with a price variation clause will therefore be treated a nonresponsive and rejected.

iii. The bidder shall bear all cost associated with the preparation and submission of the bid. NDMA will not be liable for these costs.

5. Bid Security/ Earnest Money Deposit (EMD)

i. Earnest Money Deposit (EMD)/ Bid Security of Rs. 2,00,000/- (Rupees two lakh only) in the form of Account Payee DD, Fixed Deposit Receipt, Banker’s Cheque or bank Guarantee from any commercial bank in an acceptable form, in favour of the DDO NDMA, payable at New Delhi, valid for a period of 45 days beyond the final bid validity period. The same will be returned to unsuccessful bidders, after the tender process is completed.

ii. Interest shall NOT be payable on the Earnest Money Deposit.

iii. Forfeiture of EMD

The bid security may be forfeited,

- a) If the bidder withdraws his/ her bid during the period of validity specified in the bid form.
 - b) If the successful bidder fails to sign contract within a week of the issue of letter of intent.
 - c) If the successful bidder fails to furnish performance security.
- iv. In either case, the bidder will not be eligible to participate in any tender initiated by NDMA for three years from the date of issue of NIT, The bidder will not approach the court against the decision of NDMA in this regard.

6. Submission of Bid

The bids should be duly sealed and addressed to **Under Secretary (PR &AG). National Disaster Management Authority, A-1, Safdarjung Enclave New Delhi – 110029.**

Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened.

Bidders will not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.

7. Tender Opening

i. The bids shall be opened in the presence of the bidder or their authorized representatives, who wish to be present at the time of opening of bids on the due date, at their own cost. In case the date fixed for the opening of the bids is declared as holiday by the Government of India, the revised schedule will be notified. However, in the absence of such notification, bids will be opened on the next working day, time and venue remaining unaltered.

ii. The bidder should be available on that day to explain and present their concept to the NDMA's Evaluation Committee.

8. Technical Bid and Financial Bid Evaluation

The evaluation of bids shall be carried out in two stages, i.e. **technical and financial**. Selection of the agency for pavilion demonstration would be made on the basis of the **Combined Quality cum Cost Based System (CQCCBS)** and procedures described as under:

No.	Criteria	Marks
•	Company Profile (No. of years in the business) and experience in the field	10
•	Project Team	10
•	Concept Demonstration	15
•	Creativity, Innovations	35
•	Technical expertise (Fabrication and demonstrations made during the last 3 years)	30
	Total	100

Opening and Evaluation of Technical Bids: Technical Bids shall be first opened and evaluated. The Evaluation Committee of NDMA shall evaluate the Technical Bids on the basis of the responses to the scope of work, applying the evaluation criteria, sub-criteria, and point system specified as above.

Evaluations will be based on creative/ innovative evidence submitted by the agency with respect to evaluation / Selection criteria. Responsive bids will be given a Quality Score (QS) and the bids receiving marks greater than or equal to cut-off mark (75) will be eligible for further consideration. The QS will have a weight age of 80%. A Bid shall be rejected at this stage, if it does not respond to any of the conditions, scope of works or it fails to achieve the minimum QS (75)

Opening and Evaluation of Financial Bids Financial bids will be opened only for such shortlisted agencies. The decision of the NDMA with regard to selection of agency will be final and binding and no communication in this regard will be entertained.

After the technical evaluation is completed, NDMA shall inform in writing to the agencies (having scored minimum WS of 75) the time and location for opening the Financial Bids. The attendance of the agencies at the opening of Financial Bids is optional, but it shall be recorded and signed by all present.

Financial Bids shall be opened only of the agencies who have secured the minimum QS of 75, publicly in presence of the agencies / representatives who choose to attend. These Financial Bids of the agencies shall be recorded. The Financial Bids will be allotted a weight age of 20%. The Bid with the lowest cost shall be given a Cost Score (CS) of 100 and other bids would be given CS that is inversely proportional in relation to their prices.

The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition, activities and items described in the Technical Bid but not

priced, shall be assumed to be included in the prices of other activities or items.

The 'Total Score' (TS) for each agency will be calculated by weighing the respective QS and cost scores as per the formulae (TS = 0.8 x QS + 0.2 x CS). On the basis of combined weighted score for quality and cost, the agencies shall be ranked in terms of total score obtained. The bid obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the bids securing lesser score as H2, H3, etc. H1 bidder will be recommended for negotiations / approval to the competent authority.

Example:- In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 75 and the weightage of the technical bids and financial bids was kept as 80 : 20. In response to the Request for Proposal (RFP), 3 proposals, A, B & C were received. The technical evaluation committee awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 75.

All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal Evaluated Cost

A Rs. 120.
B Rs. 100.
C Rs. 110.

Using the formula LEC / EC , where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the Committee gave them the following points for financial proposals:

A : $100 / 120 = 83$ points
B : $100 / 100 = 100$ points
C : $100 / 110 = 91$ points

In the combined evaluation, thereafter, the Evaluation Committee calculated the combined technical and financial score as under:

Proposal A : $75 \times 0.80 + 83 \times 0.20 = 76.6$ points.
Proposal B : $80 \times 0.80 + 100 \times 0.20 = 84$ points.
Proposal C : $90 \times 0.80 + 90 \times 0.20 = 90.2$ points.

The three proposals in the combined technical and financial evaluation were ranked as under

Proposal A : 76.6 points : H3
Proposal B : 84 points : H2
Proposal C : 90.2 points : H1

Proposal C at the evaluated cost of Rs. 110 was, therefore, declared as winner and recommended for negotiations / approval, to the competent authority.

9. Performance Security Deposit

i. In case of award of the work, a **sum of 10% of the total value of cost shall be deposited by the selected bidder as Performance Security** in the form of Bank Guarantee within 7 days of issue of LOI. The deposit shall be in the form of an **irrevocable Bank Guarantee** issued by a Scheduled Commercial Bank in favour of the NDMA, as per the format given at Annexure on submission of this Bank Guarantee, the EMD shall be refunded. This Bank Guarantee shall be released only after successful completion of the assignment. Bank Guarantees issued by the following Banks would only be accepted:-

State Bank of India and its subsidiaries.

Any India Nationalized Bank

IDBI or ICICI Bank

ii) Bank guarantee will remain valid for a period of sixty days beyond the date of completion of all contractual obligations. (i.e. date to be indicated)

10. Award of Contract

O/o Deputy Secretary (Public Relations & Awareness Generation), NDMA, shall consider placement of letter of intent to the bidder whose offers have been found technically, and financially acceptable. The bidder shall within 7 days of the issue of the letter of intent give his / her acceptance and sign agreement with O/o Deputy Secretary (Public Relation & Awareness Generation), NDMA.

11. Signing of Contract

Signing of Agreement shall constitute the award of hiring contract on the bidder.

12. Annulment of Award

Failure of the successful bidder to comply with any of the tender / contract conditions shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event O/o Deputy Secretary (Public Relations & Awareness Generation), NDMA may make the award to any other bidder at the discretion of O/o Deputy Secretary (Public Relation & Awareness Generation), NDMA or call for new bids.

13. Right to Accept or Reject

NDMA reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender as it may deem fit, without assigning any reason.

14. Termination of Contract

O/o Deputy Secretary (Public Relations & Awareness Generation), NDMA may, without prejudice to any other right/ remedy for breach of contract, terminate the contract in whole or in parts.

- i. If the Agency fails to arrange the supply of any or all of the deliverables within the period specified in the contract or any extension thereof granted by the of O/o Deputy Secretary (Public Relation & Awareness Generation), NDMA
- ii. If the Agency fails to perform any other obligations under the contract agreement.
- iii. O/o Deputy Secretary (Public Relations & Awareness Generation), NDMA may, without prejudice to any other rights under the low or the contract provided, get the hiring done at the risk and the cost of the Agency, in the above circumstances.
- iv. Notwithstanding anything contained herein, O/o Deputy Secretary (Public Relations & Awareness Generation), NDMA also reserves the right to terminate the contract at any time or stage during the period of contract by giving notice in writing without assigning any reason and without incurring any financial liability to the service provider/Agencies.

15. Termination for insolvency

O/o Deputy Secretary (Public Relations & Awareness Generation),NDMA may also by giving written notice and without compensation to the service provider/ Agency terminate the contract if the Agency becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

16. Force Majeure

- i. If any time, during the continuance of this contract, the performance in whole or in apart by either party or any obligation under this contract shall be prevented or delayed by reason of any War, or Hostility, Acts of the public enemy, Civil commotion, Sabotage, Fires, Floods, Explosions, Epidemics, Quarantine Restrictions, Strikes, Lockouts or Act of God(hereinafter referred to as events) provided notice of happening of any such eventuality is given by either party to the other within 21days from the date of occurrence thereof, neither party shall be reason of such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the NDMA as the whether the

work has been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option, terminate the contract.

ii Provided also that if the contract is terminated under this clause, the NDMA shall be at liberty to take over from the Agency at a price to be fixed by the NDMA which shall be final, all un-damaged and acceptable materials, bought out components and stores in the course of manufacture in possession of the Agency at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the agency may with the concurrence of the NDMA elect to retain.

17. Jurisdiction:

The decision of the majority of arbitrators shall be final and binding upon both Parties. The expenses of the arbitration, as determined by the arbitrators shall be shared equally by NDMA and the Firm. However, expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself. All Arbitration awards shall be in writing and shall state the reasons for the awards.

18. Dispute Settlement

Performance of the Contract is governed by the terms and conditions the Contract. In case any dispute arises between the Parties regarding any matter under the Contract, either Party of the Contract may send a Written Notice of Dispute to the other Party. The Party receiving the Notice and respond to it in writing within fifteen (15) days after receipt. If that Party fails to respond within (15) days, or the dispute cannot be amicably settled within thirty (30) days following the response of that Party, **clause 17** of above shall become applicable.

19. Indemnity

The Agency shall indemnify the NDMA in respect of any damages, claims, loss or action against NDMA for acts of commission or omission on the part of the Agency, its agents or servants.

20. Late Bids

- i. Tenders will not be received after the specified time of closing of the tender and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the tenderer to ensure timely submission of Tender.
- ii. The tenderer shall quote the rate only in English or Hindi, both in words and figures, in the manner as specified for every mentioned item separately.
- iii. In the case of illiterate tenderers, a witness should attest the tendered rate. Rates quoted in words will have precedence over the rates quoted in figures.
- iv. All corrections, additions and alterations in the entries and tender papers will be signed in full by the tenderer with date. No errors or overwriting shall be permissible unless signed by the tenderer with date.
- v. The tender shall contain the name, address of residence and place of business of tenderer and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish full names and addresses, in case of the authorized representative, a duly certified copy of the power of attorney, signs it in that behalf shall accompany the tender .In case of the partnership firm, attested true copy of the partnership deed must be submitted along with the tender. Similarly in case of company, the attested copy of Memorandum of Article & Association shall be submitted along with the tender document.
- vi. The tenderer shall certify and sign on each and every page of tender document at the bottom left hand corner and also sign wherever required in the tender document as to his acceptance of each term and condition of the contract. All signatures in the tender document shall be dated.
- vii. Earnest Money shall be paid by Demand Draft drawn on any Nationalized or Scheduled Bank drawn in favour of the NDMA as mentioned in the notice inviting tender. Earnest Money in cash or in the form of cheque or in any other form will not be accepted.
- viii. Interest shall not be payable on the Earnest Money deposit.
- ix. The Earnest Money of the successful tenderer will be adjusted towards security deposit and of the unsuccessful tenderer will be refunded without interest within responsible time after final decision of the tender, normally within six months from the date of opening of tenders.

21. Breach of Contract

The breach of contract is the failure or refusal to perform the said contract. Any breach of contract by one party to it gives the other party an immediate cause of action and a right to damages as compensations for loss following from the breach of contract. A breach occurs where a party to the contract repudiates or fails to perform one or more of the obligations imposed upon him by the contract. The failure to perform may take place when the time for performance has arrived or even before that. Thus, the “Breach of Contracts” mentioned above covers (a) the Anticipatory Breach and (b) the Present Breach.

The NDMA may without prejudice to his right against the Agency in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed, by notice in writing, absolutely determine the contract in any if the following cases:-

- i. If the Agency having been given by the NDMA a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkman like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgement of the NDMA (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.
- ii. If the Agency being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii. If the Agency commits breach of any of the terms and conditions of this contract.
- iv. If Agency commits any act mentioned in clause – (23)
- v. If Agency commits any fraud with the NDMA, or any fraudulent motive is detected in his action.
- vi. If Agency demands undue charges not stipulated in this contract.

22. Rejection of Tenders

The authority inviting tenders, at his sole discretion shall reserve the right to reject or cancel consideration of any or all tenders:

- i. If the requisite Earnest Money Deposit in the manner does not support the tender provided therein.
- ii. If the tender is not duly signed, or not found proper or complete to the satisfaction of NDMA in any of the requisite matters, particulars (s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
- iii. If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
- iv. If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.
 - v. Without assigning any reason thereof.
 - vi. In the event of winner backing out, tender shall be cancelled and new bids may be called.

23. Terms of Payments

Payment shall be made to the agency as per the following schedule:-

- i. 25% of the total contract value shall be released after approval of the concept and designs by NDMA.
- ii. 70% of the total contract price shall be paid after satisfactory completion and display of the pavilion as detailed in the scope of the work and completion of all the formalities.
- iii. 5% of the cost of the project can be deducted if the items are not provided in a reusable condition.
- iv. Deduction at source for income tax or any other tax as applicable shall be made as per rules.
- v. NDMA shall not be liable for any default of payment by the agency to the parties involve or engaged by it for this project.

- vi. NDMA will not bear any additional cost of any kind for any work that the agency may have to undertake in course of the project beyond agreed amount as per tender.
- vii. Service tax as applicable with education cess would be payable only after submission of documentary evidence of deposit by the agency.
- viii. In case of default of any kind including failure to fulfill the terms and conditions of the job agreement / tender, National Disaster Management Authority can forfeit the security deposit provided by the Agency.
- ix. Submission of proposals by the Agency will imply that it has read all the documents and made itself fully aware of the work, The last date for receipt of application along with all the necessary documents is 8th October 2014 at 1500 hrs.
- x. Proposals received after this date and time will not be accepted.
- xi. Opening of Technical Bids will be on the same day i.e. NDMA Bhawan, New Delhi. The Bidders may send the authorized representatives to attend the bid opening.

The National Disaster Management Authority reserves the right to reject / cancel the tender at any without assigning any reason. Proposals, complete in all respects, Should be put only in Tender Box, addressed to the Under Secretary (Public Relations and Awareness Generation). A-1 Safdarjung Enclave, New Delhi – 110029

24. Other Miscellaneous Conditions:

- i. O/o Deputy Secretary (Public Relations & Awareness Generation), NDMA reserves the right to counter offer price against price quoted by the bidder.
- ii. O/o Deputy Secretary (Public Relations & Awareness Generation), NDMA reserves the right to disqualify such bidders for a suitable period who fail to honour their bid without sufficient ground.
- iii. The tender must read carefully all the terms, conditions and specifications before filling up the tender schedule and his quotation.
- iv. In respect of the matters pertaining to this contract, tenderer shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organization. All disputes, differences, clarifications etc. arising out of this contract will be represented by tenderer himself or by his legal representative at Delhi only.

- v. The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document.
- vi. It may be noted that the tender notice is only for fixing a contract and shall not be construed as invitation to bid for providing the job i.e. there is no guarantee for award of work without assigning any reason whatsoever may be.
- vii. Any tenderer participating in this tender should make sure that he will be able to carry out the work in the contract.
- viii. It is implied that the tenderer has obtained all necessary information directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in executing the contract and has satisfied him/ her before making the offer. Unexpected difficulties or expenses shall NOT be considered excuses for difficulties in performing the contract. The rates quoted should take all factors into consideration.
- ix. The tenderer acknowledges that he assumes all risks contingent upon the nature of the contract to be actually encountered by him in executing the contract, even though such actual conditions may result in the tenderer performing more or less work than that originally anticipated.
- x. The tenderers who are confident of executing the contract in time by employing the required resources, men and materials should only participate in this tender offer.
- xi. The tender schedule shall be read in conjunction with Specifications, General Instructions, and Conditions of Contract and Additional conditions. The tenderer shall be deemed to have carefully examined all these documents. It is further understood and agreed that the tenderer by careful examination satisfied him with the terms and conditions of the tender document.

Annexure I

INFORMATION ABOUT THE BIDDER

1) Name & Address of Firm / Party :

Telephone No. :

(_____ R)

(Mobile)

2) Whether it is Proprietorship or Partnership

3) Full Name (s) of Proprietor or Partners

(Attested copies of partnership deed should invariably be attached along with Authorizations)

4) Permanent Account Number (Income Tax)

5) VAT Registration Number of the Firm / Party

6) Reference Number of Tender Offer of the Firm / Party

Signature of authorized person

Date : Full Name :

Place : Seal :

DECLARATION

1. I, _____ Son / Daughter / Wife of
Shri _____ Proprietor / Deputy
Secretary / authorized signatory of the agency / Firm, mentioned
above, in competent to sign this declaration and execute this tender
document;
2. I have carefully read and understood all the terms and conditions of
the tender and undertake to abide by them;
3. The information / documents furnished along with the above
application are true and authentic to the best of my knowledge and
belief. I / we, am / are well aware of the fact that furnishing of any
false information / fabricated document would lead to rejection of my
tender at any stage besides liabilities towards prosecution under
appropriate law.

Signature of authorized person

Date : Full Name :

Place : Seal :

TECHNICAL BID FORMAY

APPLICATION FORM FOR CONCEPTUALIZATION
FABRICATION AND DISPLAY OF PAYILION DURING
IITF

1. Name of Agency / Organization :
2. Office address (with telephone /mobile & e-mail) :
3. Details of the creative personnel with their bio – data indicating whether they are on the permanent rolls of the agency or on retainer basis.
 - i. Experience in the area of conceptualization, fabrication and display of pavilion at National / State level, if any (detailing the years, organization and theme)
 - ii. Experience in fabrication and display of pavilion in other major events, if any (detailing the years, organization and theme)
 - iii. Experience in the area of Disaster Management Sector, if any (detailing the years, organization and theme)
 - iv. Experience in simulation, fabrication and display of various theme – oriented pavilions, displays during major exhibitions, trade fairs.
4. Photographs / CDs of earlier work :
5. Awards Won (with details including copies of the certificates)
6. Certified copies of the Chartered Accountants indicating the turn over of the agency for the last three financial years.
7. Particulars of the latest PAN No.

**Date and Signature of Proprietor /
MD / Authorized Signatory**

FINANCIAL BID FORMAT

(to be submitted in separate envelope sealed with sealing wax and initiated twice across the seal)

1. Design
2. Structure
3. Simulation
4. Fabrication
5. Dismantling Stage

Quoted Price

Total Cost
Taxes & Duties
Total cost with taxes
Name of the company
Name of the proprietor

**Date and Signature of Proprietor /
MD / Authorized Signatory**

