

GOVERNMENT OF INDIA
MOES OF EARTH SCIENCES
MAHASAGAR BHAVAN, BLOCK-12. CGO COMPLEX,
LODHI ROAD, NEW DELHI - 110003.

TENDER DOCUMENT FOR EXHIBITION ON WHEELS

Ministry of Earth Sciences, Government of India, invites Tenders (sealed Technical Bid and Financial Bid separately) in a sealed cover from registered Firms/ Agencies having a base in NCT Delhi/Gurgaon for organising **exhibition on wheels** to display Ministry's activities on Earth, Atmosphere and Ocean Science and Technology including Earth processes which can create awareness amongst students and general public in School, Colleges, Universities etc at rural areas with help of Mobile Exhibition Vehicles etc.

2. This is basically done with the fabrication of vehicle to withstand all weather and ground conditions, constructions, erection, installation, exhibits preparation, maintenance and display including screening of films etc at every place, and propagating the benefits to the society across India; disbanding, packing, transportation etc as detailed in proceeding paras:

3. **Objectives**

- To propagate the benefits derived from various projects under this Ministry.
- To advise sea users about the ocean state information
- To give information about potential fishery advisory for marine fishermen.
- To give information on open sea aquaculture.
- To give information about the Tsunami for coastal people.
- To give information about Argo meteorology advisory.
- To give information about weather parameter including dry weather.
- To give information about the monsoon forecast advisory.
- To educate the user communities about modern technologies and benefits over their age old traditional practices.
- To generate scientific temperament among students and children including general public.
- To generate quality manpower over a period for generating quality manpower etc.

4. **Items for display at any place:**

- i. A mobile exhibition platform with all display items
- ii. Structure of Mobile a vehicle with aesthetic look.
- iii. Reception/ information counter tables with folding chairs
- iv. 5 nos. of 24"x36" backlit translites with aluminum boxes.
- v. Two numbers 42" Plasma TVs for screening of films along with DVD/computers.
- vi. Attractive two 3'X2' murals (Instrom raised relief) on Ministry's activities with lighting arrangements
- vii. Data Buoy Model, round shape with 3' dia and 4' height including the height of antenna etc

- viii. Activities of IMD, Weather, etc.
- ix. Acoustic Tide Gauge Model
- x. Argo Float Model, bottle shape model with 1' dia and 5' height.
- xi. Appropriate visualizations of Antarctica with species of Backdrop of Antarctica landscape

5. **Number of days for display (tentative) :**

- i. School at villages ----- two days
- ii. School/college at Mandal/taluka ----- two days
- iii. School/college at Towns ----- four days
- iv. School/college/Universities at Cities ----- seven days

6. **Time For Travel Between Two Stations including Installation etc for vehicle:**

- In a month the exhibition should be setup at least in eight locations.
- Depend upon the facts and other condition the time for relaxation will be considered.
- Any delays in travel except official delays, will be treated as breakdown of the Mobile vehicle.
- Penalties will be imposed as per Penalty clause.

7. **Area for exhibition:**

- Depends on availability of built in space and open space at villages that may vary
- The exhibits should onboard mobile vehicle/the trailer and be in bare space (if necessary).

8. **Plan for Exhibits Display:**

- Uninterrupted Power supply for exhibits and illumination.
- Some exhibits can also be display off the van in covered space.
- As far as possible all exhibits should be displayed at each location.
- In case of unavoidable circumstances major exhibits should be shown on the van.

9. **Location for display at each place:**

- A centrally located school/college at village level among 10 to 15 villages, Mandal/Taluk Headquarters, Towns,
- A centrally located school/college/University at Cites.

10. **Targeted People:**

- i. Students,
- ii. General public.

Towns/cities

- i. Scholars, dignitaries, Scientist, General Public, Students

11. Propagation of Beneficial Programs for Society:

- Monsoon information
- Weather information
- Cyclone information
- Tsunami advisory
- Ocean state information.
- Crab culture, lobster fattening etc
- Ornamental fishes cultivation
- Open sea aquaculture.

12. Topics for Science Propagation among children and general public:

- Monsoon information.
- Air pollution and its affects.
- Climate changes
- Marine pollution.
- Ocean environment
- Deep sea bed mining
- Data acquisition from sea through data buoys, Argo floats, tide gauges, moored Buoys etc.
- Atmospheric data acquisition systems including rain gauges etc
- Satellite meteorology
- Popular marine resources along the coast of India.

All these topics will be in local language, Hindi and English.

Some of these topics will be changed to suit the respective states.

13. Publicity for Participation of large number of visitors :

- All schools located around the place should be informed for the children visit.
- Programs of the Ministry to the level of children and local public should be screened on plasma screen.
- Feedback from the visitors/Schools/College/Universities may be forwarded to the Ministry.

14. States to be covered:

In the first phase, coastal states as detailed below will be covered:

- Maharashtra
- Gujarat
- Goa
- Karnataka
- Kerala
- Tamil Nadu
- Andhra Pradesh

- Orissa

Remaining states will be intimated in due course.

To have initial experience it is proposed to start the activity in Coastal States and extend to other states later.

15. Duration of the Contract:

- Contract is initially for 2 years.
- Based on the feedback and performance during this period it may be extendable at discretion of the Ministry on mutually agreed terms and conditions.

16. Termination of contract:

If the performance is not good at any stage the contract will be terminated with 1 month notice after 2 warnings in writing.

17. Validity of rate during Contract:

- The rates quoted should valid for 2 years.
- In case of extension of contract for any period will be at discretion of the Ministry as mutually agreed to by both the parties
- In case the Ministry decides to change the venue of the exhibition from one state to another state no additional charges will be paid except the actual goods taken and permit taxes of the vehicle.

18. Number of Mobile Exhibition Vehicles:

- One mobile vehicle to start with will be inducted in beginning.
- Based on the performance and feedback few more vehicles could be added at discretion of the Ministry

19. Award of Contract:

- The lowest bidder will be awarded the contract.

20. Specification for the Mobile vehicle :

- It should be suitable and fit in running condition to move to any school in village etc. under rugged conditions.
- It should have provision to have self display of exhibits on the vehicle.
- It should also have proper protection against breakages of exhibits, thefts etc.
- Provisions for sufficient electric power to operate the exhibits including providing sufficient illumination etc.
- New vehicle is preferable.

21. Information distribution to visitors :

- All visitors should be provided the information as required to the targeted

groups stated earlier in the form of brochures, pamphlets etc in regional language as well in English and Hindi at each place of Exhibition.

- The necessary material will be provided by the Ministry.
- Separate rate may be quoted however the ministry may take a decision whether to supply the printed material at the time of the Exhibition.

22. Other Facilities/Services to be provided by the fabricator :

- Two guides who are fluent in Hindi & Local language preferably having experience of exhibitions
- The same persons should be retained to cover entire state.
- Support van and manpower
- Dedicated persons for day-to-day work in the pavilion in all places shall be posted.
- Adequate Fire fighting equipment shall be kept at all Places.
- Daily maintenance and cleaning of the pavilion and surroundings shall be attended.
- Refreshments for dignitaries should be served during inauguration at every place and few photographs should also be taken. Drinking water should be supplied to the visitors (provided as complimentary)

23. Films for display to General public:

The organizer is to display suitable films on following activities provided by the Ministry in English, Hindi and in local language :

- Antarctica and Arctic expeditions and about research stations Matri, Dakshin
- Gangotri, Laserman Hill and Himadri about the on going experiments, and experiments at National Centre for Ocean & Antarctica Research, Goa.
- Weather information advisory
- Polymetallic nodules extraction from seabed, onboard processing and further at the pilot plant.
- Potential marine fishery advisory.
- Open sea Aquaculture including Lobster fattening, Crab culture and fattening etc.
- Advisory for Ocean State forecasting for sea users.
- Agromet advisory.
- Monsoon forecast advisory.
- Tsunami advisory for coastal people.
- Advisory for snowfalls, dry weather, avalanches.
- Information about earthquake, landscapes etc.
- Information about green house effects, ozone layers, carbon cycle and others.
- Fishery resources at near shore and in deep seawater.
- Water cycle – air, sea and land interaction.

24. Certificate for Organising and Completion of the event :

From School/College/University premises, where the exhibition will be put-up the following certificate from Institution officials (principal/vice principal etc.) or the person nominated by the Ministry:

1. This is to certify that the exhibition related to Ministry of Earth Sciences Government of India was organized at Institution Name with Place: State..... between dates.....and
2. All exhibits were displayed and all are working. The films related to benefit of the society including on other activities were also displayed. Two guides explained these activities.

Signature.....
Name
Designation,
Address of the officer
.....
.....
Office stamp.

25. Advisory to Agency :

- Based on Ministry's intimation the agency is expected to interact with head of the Institution (School/College/University) to get necessary support for protection and organization of Exhibition in best possible way.
- Whenever necessary the Exhibits should be updated and repaired so as to all time new look.
- While attending the query from visitors the agency must take utmost care to answer them with Polite language, and at any stage should never involved in any argument or controversy.
- Wherever necessary local police help should be sought.

26. Termination of the Contract :

The contract may be terminated after 2 warnings regarding non-compliance to contract with 1 month notice at any point of time with reasons communicated in writing.

The Ministry will not take any responsibility for any type of arrangements for organizing the Exhibition at any place.

27. Insurance :

All exhibits including computer infrastructure for quiz and others shall be insured against any damage including fire etc, any theft, when kept in the pavilion.

Comprehensive insurance should be down for all exhibits during transportation.

28. The Ministry will not take any responsibility for any type of damages to the vehicle borrowed for this purpose, at any stage during the entire period of contract.

29. Financial Charges :

The rent will be paid on monthly bases;

In case of break down/repair for Mobile vehicle extending beyond 7 days in a month, the rent will be deducted proportionately for the entire period including the 7

days. Less than 7 days per month for repairs will not be liable for this deduction.

30. Break down/repair/replace services :

At the end of every 2 months three days may be taken to attend for all repair works for the Mobile vehicle & all the exhibits.

Non-workable exhibits should be replaced within 7 days.

At the end of 4 months most of the vulnerable exhibits should be replaced with new one.

Any damaged items viz. plasma screen etc shall be replaced within 1 week.

All damages should be conveyed in writing to the Ministry immediately.

31. Exhibition Timings :

Exhibition should be kept open for 7 hours duration on each day.

32. Permission for Exhibition :

All necessary permissions should be obtained from the local authorities/Head of the Institution. On the basis of request/ authority letter shall be given by the Ministry.

33. Monitoring the Exhibition :

- Based on the region and locations the Ministry will nominate nodal officers.
- The Agency shall report weekly of every exhibition report as per the format to the nodal officer
- The Agency shall report bi monthly as per the format to the Ministry

34. Payment schedule :

- 30% of the exhibits amount as per the work order rates will be paid as advance at the time of award of contract. Remaining 70% will be released on launching of the exhibition on wheels. For getting this advance, a bank guarantee has to be submitted by the selected vendor.
- Monthly rental charges for operation, running the Mobile vehicle will be paid based as per the contract and on submission of bills with the certificates of the nodal officer and after deducting penalties amounts (if any) etc.

35. Penalties :

- Payment will not be paid for breakdown period
- Non compliance and of any item will attract penalty @ 2% of the total project cost.
- Non completion of the targets within time as per work order would attract penalty at pro rata rates
- Replacement of Guides/Hostess beyond 24 hours attracts penalty and wages shall not be paid for that period

- Non-Maintenance of the Pavilion including Exhibits, displays etc at all places will attract penalty @ 2% of the total project cost.
- Non-replacement of any defective items within time limit mentioned in previous paras will attract penalty of @ 2% of the total project cost.

36. Taxes

If any taxes are payable by the contractor to the Government or any other authority it shall not be binding on MoEs to pay any kind of taxes except service tax as applicable paid to the contractor. Form D will be issue by the Ministry Headquarters.

37. Proprietary of Articles :

All exhibits purchased for the exhibition and funded by Ministry will be the proprietary of the Ministry.

38. Technical Bid Evaluation etc :

A two-stage procedure will be adopted for evaluation of tenders received. The technical evaluation will be as per the following criteria.

39. EVALUATION CRITERIA MARKS :

S.no.	Details	marks
i.	Technical Presentation by the team leader	50 marks
ii.	Detailing of design, fabrication, transportation, implementation, schedule, facilities and services	50 Marks
	Total	100 Marks

The bidders scoring more than 80% in the technical evaluation will be short listed for considering in the Financial bids.

40. Terms & Conditions:

1. The completed Mobile Exhibition Vehicles with all items as per tender document shall be handed over within 45 days of contract being awarded.
2. Payment towards recurring expenditure – monthly operating costs will start from after 15 days of award of the contract.
3. The work is to be executed on turnkey basis for all exhibitions, movement of Mobile vehicle one venue to other venue, replacement of items as per schedule as per work order etc.
4. Materials used for pavilion should be Pre Fabricated Modular structure.
5. No payment will be made for the animations, which will be submitted along with the bids.
6. The fabricator shall carry out changes/alterations in the exhibits/structures on the spot as per the requirements of the Ministry.
7. Incomplete TB & FB shall be rejected outright.
8. The Bid security amount (BSA) of the successful bidder will be retained and adjusted in the amount of performance guarantee. In case of non-successful bidders the Bid security amount (BSA) will be returned within one month.
9. The items exclusively fabricated or purchased for the pavilion will be the property of Ministry and will not be produced/ submitted anywhere without its permission

and the concerned firm will have no claim whatsoever on any of the items. The Ministry will decide the salvage items at the end of each exhibition. The fabricator shall oblige to take back the salvage items. The corresponding salvage value will be deducted from the payment. This does not apply to items that may be on hire basis.

10. The finally selected bidder shall execute an Agreement on a non judicial stamp paper with Ministry, as per the declaration in the enclosed form.
11. The Ministry will evaluate each item exhibited in the exhibitions in all centers. Any unsatisfactory performance of any items attracts penalty and will accordingly be deducted from the payment as per Serial no 34.
12. The Bidder shall quote price in clear terms for each item. Break up should abide by the Format for Financial Bid described in Annexure 2.
13. All prices shall be for delivery of services at the premises as indicated by the Ministry up to the satisfaction of the Ministry. The aggregated price should be quoted in words also.
14. The Financial Bids should strictly conform to the formats to enable the evaluation of the bids.
15. The price components furnished by the Bidder in accordance with TB Section will be solely for the purpose of facilitating the comparison of bids by the Ministry and will not in any way limit the Ministry's right to contract on any of the terms offered.
16. Prices quoted by the Bidder shall be fixed and no variation will be allowed under any circumstances. No open-ended bid shall be entertained and the same is liable to be rejected straightway.
17. Prices shall be quoted in Indian National Rupee.
18. Bids shall remain valid for entire duration of the contract after the date of bid opening prescribed by the Ministry. The Ministry holds the rights to reject a bid valid for a period shorter than contract period as non-responsive, without any correspondence.
19. In exceptional circumstances, the Ministry may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional.
20. The Bidder shall prepare one original copy and one spare copy of the Technical Bid separately, clearly marking each "Technical Bid – Original Copy" and "Technical Bid – Spare Copy", as appropriate. In the event of any discrepancy between them, the original shall govern. The Bidder shall prepare only one original copy of Financial Bid and submit in a separate sealed envelop, clearly marking it as "Financial Bid – Do not open with Technical Bid".
21. The original and all copies of the bid shall be type written and shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. A written power-of-attorney accompanying the bid shall support the letter of authorization. The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature.
22. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.
23. The inner and outer envelopes shall be addressed to the Ministry. Also please indicate the name and address of the Bidder on three seal covers.

24. If the outer envelope is not sealed and marked as explained in earlier sections, the Ministry will assume no responsibility for the bid's misplacement or premature opening.
25. Any condition put forth by the bidder non-conforming the bid requirements shall not be entertained at all and such bid shall be rejected.
26. In the event of the specified date for the submission of Bids being declared a holiday for the Client, the Bids will be received up to the appointed time on the next working day.
27. The Ministry may, at own discretion, extend this deadline for submission of bids by amending the bid documents in which case all rights and obligations of the Client and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
28. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched to Ministry before the expiration of the deadline of submission of bids. A duly signed withdrawal notice may also be sent by fax or post so as to reach the designated office before the expiration of deadline for submission of bids.
29. No bid may be modified subsequent to the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.
30. The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of Bidder, Bid Prices, Discount, etc. will be announced at the meeting.
31. The Ministry will examine the bids to determine whether they are complete, whether they meet all the conditions of the Contract and Technical Specifications and whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
32. Arithmetical errors will be rectified on the following basis, if there is a discrepancy, between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail.
33. No Bidder shall contact the Ministry on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Ministry, it should be done in writing.
34. Any effort by a Bidder to influence the Ministry in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.
35. Before the expiry of the period of validity of the proposal, the Ministry shall notify the successful Bidder in writing by registered letter or by fax, that its bid has been accepted.
36. The Bidder shall acknowledge in writing receipt of the notification of award and will send his acceptance to enter into agreement within seven (7) days.

37. The notification of the award shall constitute signing of the agreement. However, the Ministry may negotiate certain terms with successful Bidder before signing of the agreement.
38. The signing of agreement will amount to award of contract and bidder will initiate the execution of the work as specified in the agreement.
39. The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.
40. The conditions stipulated in the agreement shall be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the Ministry with such penalties as specified in the Bidding document and the agreement.
41. The qualified Bidder shall not, be entitled to make any claim, whatsoever, against the Ministry under or by virtue of or arising out of this contract nor shall the Ministry entertain or consider any such claim after Bidder shall have signed a "no claim" certificate in favour of the Ministry in such forms as shall be required by the Client after the works are finally accepted.
42. The Ministry may by a written notice of suspension, suspend all payments to the qualified Bidder under the contract, if the qualified Bidder failed to perform any of its obligations under this contract, (including the carrying out of the services) provided that the such notice of suspension:
 43. Shall follow 2 written warnings
 44. Shall specify the nature of the failure,
 45. Shall request the qualified Bidder to remedy such failure within a specified period
 46. from the date of issue of such notice of suspension.
47. The qualified Bidder shall carry out the service and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted norms techniques and practices used in the industry.
48. The Implementation Time Schedule will be finalized in discussion with the qualified bidder who will implement the project fully within total time indicated by him in the technical bid which will also form part of the contract agreement. A delay by the qualified bidder in the performance of its Contract obligations shall render the qualified bidder liable to any or all the following sanctions:
 49. Imposition of liquidated damages, and/or
 50. Termination of the Contract for default
51. If at any time during performance of the contract, the qualified bidder should encounter conditions impeding timely completion of the services under the Contract and performance of services, the qualified bidder shall promptly notify the client in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of such notice, the client shall evaluate the situation and may at its discretion extend the time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
52. The qualified Bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the Ministry's business or operations without the prior written consent of the Ministry.
53. The Ministry may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the qualified Bidder, terminate the contract in whole or in part if:

54. The qualified bidder fails to deliver any or all of the obligations within the time period(s) specified in the contract, of any extension thereof granted by the Ministry.
55. The qualified Bidder fails to perform any other obligation(s) under the contract.
56. The qualified Service Provider will also be liable for any loss suffered by the Client because of his negligence.
57. Upon termination of this agreement, the parties will comply with the Exit Management Schedule.
58. However, the disputes, if any, may be referred to Arbitration.
59. The Ministry may at any time terminate the contract by giving 1 month prior written notice to the qualified Bidder with compensation for work carried out in that period.
60. The Ministry reserves the right to terminate by 1 month prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for Ministry's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.
61. The qualified bidder shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the Ministry or its Replacement Service Provider and which the qualified bidder has in its possession or control at any time during the exit management period.
62. For the purposes of this Schedule, anything in the possession or control of any qualified bidder/associated person is deemed to be in the possession or control of the qualified bidder.
63. The qualified bidder shall commit adequate resources to comply with its obligations under this Exit Management Schedule.
64. Any offer containing both the technical and financial bids in the same envelope will be out rightly rejected.
65. The bidders should make audiovisual presentation. Firms are also requested to enclose necessary photographs of the design/model from all angles. All such presentations will become the part of the tender document for which at the end of the presentation all parties should hand over the committee the concerned CD/DVD/any other media.
66. The financial bids of the qualified bidders in technical bid evaluation will be opened.
67. The Ministry reserves the right to reject any tender or all tenders without assigning any reason thereof and the decision of the Ministry will be final and not be liable to show any reason thereof. Tenders received after the due date and time will be rejected.
68. All information in the tender shall be in English. Information in any other language shall be accompanied by the translation in English.
69. All the models of the pavilion, 2D relief models stated earlier and audio visuals presentations will be returned back only after the award of the contract.
70. The selected vendor will have to provide two months in advance the routing for a particular month (e.g. for the month of June on 1st April).
71. To consider L1 the rates quoted for Truck modification & recurring charges for holding exhibition will be consideration.
72. Bidders should strictly comply the financial bid document format to quote their prices.

41. **Bid Security Amount (BSA):**

- **The bidders will have to deposit an amount of Rs. 1,00,000/-(Rupees one lakh only) as Bid security amount (BSA) in the form of demand draft/ pay order, drawn in favour of DDO, MOES, New Delhi , and should be enclosed with technical bids.**
- **Technical bid without Demand Draft/pay order will out rightly be rejected.**
- **The bidders will have to deposit an amount of Rs. 1,00,000/-(Rupees one lakh only) as Bid security amount (BSA) in the form of demand draft/ pay order, drawn in favour of DDO, MOES, New Delhi , and should be enclosed with technical bids.**
- **Technical bid without Demand Draft/pay order will out rightly be rejected.**

42. **DATES FOR TENDER OFFERS SUBMISSION**

The complete tenders in all respect should be addressed to the Tender Box, Ministry of Earth Sciences, Block-12, CGO Complex, Lodi Road, New Delhi-110 003 Room No. 001 (General Section) and the **same should reach on 07.07.2010 by 1500 hours and** should be inscribed with **“Bids for Exhibition on Wheels -2010”**.

43. **TECHNICAL BIDS OPENING:**

Technical bids will be opened on the same day at 1530 hrs. on 07.07.2010 in the presence of bidders who wish to be present in Conference Room, first floor, Block-12 and Technical presentation of the qualified bidders will be held on 08-07-2010 at 1400 hrs. at Ministry's headquarters, New Delhi.

44. **PRE-BID MEETING :**

The pre-bid meeting will be held on 30.06.2010 at 1500 hrs in Ministry's Conference Room, first floor, Block-12.CGO Complex, Lodhi Road, New Delhi 110003.

45. **Performance Guarantee Amount (PGA) :**

Before commencement of the work successful Bidder shall furnish the performance guarantee at the rate 5% of total value of the contract (excluding taxes) in accordance with the Conditions of Contract, in the form of Bank Guarantee or Demand Draft / Bankers' Cheque drawn in favour **of DDO Ministry of Earth Sciences** payable at Delhi.

The validity of the Performance Guarantee will be till the expiry of the contract.

The bid security submitted by the successful bidder shall be adjusted against this amount and the balance amount, if any, needs to be paid if the successful bidder chooses to furnish the performance guarantee in the form Demand Draft / Bankers' Cheque.

This is in addition to the guarantee to be furnished for the advance payable to the

L1 bidder.

46. Clarification of Tender Document :

A prospective Bidder requiring any clarification of this tender, the following officer may be contacted for this purpose.

Dr.M.Sudhakar, Adviser
Tel.: 24306825
Fax: 24360336
Email : m.sudhakar@nic.in

47. Force Majeure :

Notwithstanding the provisions of the tender, the qualified bidder shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the qualified bidder and not involving the qualified bidder and not involving the qualified bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Ministry either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the qualified Bidder shall promptly notify the Ministry in writing of such conditions and the cause thereof. Unless otherwise directed by the Ministry in writing, the qualified bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Ministry may terminate this contract, by giving a written notice of minimum 30 days to the qualified bidder, if as a result of Force Majeure, the qualified bidder being unable to perform a material portion of the services for a period of more than 60 days.

48. Arbitration and Jurisdiction :

If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding a question, including the questions as to whether the termination of this Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30(thirty) days], give 15 days notice thereof to the other party in writing.

In the case of such failure the dispute shall be referred to a sole arbitrator to be appointed by the Ministry.

The place of arbitration shall be Delhi, irrespective of the place where the vehicle is stationed at that particular time.

The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996. The proceedings of arbitration shall be in English language.

The arbitrator's award shall be substantiated in writing. The court of arbitration shall also decide on the costs of the arbitration procedure.

The parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

The Client may terminate this Contract, by giving a written notice of termination of minimum 30 days, to the qualified bidder if the qualified bidder fails to comply with any decision reached consequent upon arbitration proceedings. The contract shall be interpreted in accordance with the Indian law/Contract Act.

Cover Letter

To

The Adviser (Exhibitions)
Ministry of Earth Sciences
Mahasagar Bhavan,
Block No. 12, C.G.O. Complex,
Lodhi Road, New Delhi – 110 003.

Sub: Tender document for Exhibition on Wheel -2010, create awareness amongst students and general public in School, Colleges, Universities etc at rural areas with help of Mobile Exhibition Vehicles etc.from place to place etc.

Dear Sir,

Having examined the tender document and Annexures thereto and addenda numbers _____ thereto, we, the undersigned, in conformity with the said contract, offer to provide the said services on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.

We undertake, if our proposal is accepted, to provide the services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the Client.

We agree to abide by this proposal for the period of 2 years from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We agree to execute a contract in the form to be communicated by the Client, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard and notice of the award within time prescribed after notification of your intention to accept this proposal.

Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.

We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

As security for the due performance of the undertaking and obligation of the bid we submit herewith a Demand Draft / Banker's Cheque / Bank guarantee bearing no. _____ dated _____ drawn in favour of **DDO, Ministry of Earth Sciences, Government of India**, for **Rs.1,00,000/-** (Rupees one lakh only), payable at Delhi.

Dated this _____ day of _____ 2010

Signature
In the capacity of
Duly authorized to sign bids for and on behalf of:

Bid Proposal Sheet

Name of the Company:

PAN No.

Registered Office Address:

Plot No.

Street

Area / Locality

City PIN

Telephone Fax

E-mail

URL

Local Office Address:

Plot No.

Street

Area / Locality

City PIN

Telephone Fax

E-mail

Contact Person:

Name

Designation

Telephone Fax

E-mail

Performance Statement

[Project Title] (At least two projects)

(Attach separate sheet for each project)

- Client / Project Promoter
- Contact Person
- Address:
- Plot No.
- Street
- Area / Locality
- City PIN
- Telephone Fax
- E-mail
- URL
- Project Brief
- Role of your Organization
- Other particulars of the
- Project
- Current Status of the
- Project

Format of Power-of-Attorney

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (*Name of Tender*) in response to the tenders invited by the Client including signing and submission of all documents and providing information/responses to the Client in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 2010

For
(Signature)
(Name, Designation and Address)

Accepted
(Signature)
(Name, Title and Address of the Attorney)
Date:
Note:

To be executed by an authorized representative of the bidder.

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Undertaking

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and is liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 2010

Signature
(Company Seal)

In the capacity of
Duly authorized to sign bids for and on behalf of:

Format of Agreement

This agreement is executed on thisday of....., 2010 between:

The President, Union of India, acting through the Advisor (Awareness) Ministry of Earth Sciences, Government of India, (hereinafter called 'MoES'), which expression shall unless the contract does not so admit include successors and assignees of the one part

AND

(Name of successful bidder), located at (Address) (hereinafter called the 'Contractor') which express shall, where the context admits include executors, administrators and authorized assignees of the other part.

WHEREAS, the MoES has accepted the tender submitted by the contractor for (*name of the project for which tender has been called*) in terms of(order No. dated) in full-scale at the rates contained in schedule of works annexed at (A) to the terms and conditions hereinafter contained.

Sd/-
(for MoES)

Sd/-
(for Contractor)

NOW THE PARTIES HERETO DO HEREBY MUTUALLY CONVENANT AND AGREE AS FOLLOWS

1. The Security Deposit for the work is Rs.....(Rupees.....).
2. The contractor has so far deposited an amount of Rs. 50,000 (Rupees fifty thousand only) towards SD (Bid Security Amount (BSA) converted as SD). The balance amount i.e. Rs.....is to be recovered from the firms on account bill.
3. The contractor shall duly perform the above said work with great promptness, care and accuracy in the workman like manner to the satisfaction of the MoES and will complete the same in accordance with the said specifications and said conditions of contract. He shall also guarantee the satisfactory working of the contract and will observe, fulfill and keep all conditions therein mentioned (which shall deemed and taken to be part of this contract if the same has been fully set forth herein) and the MoES do hereby agree that if the contractor shall duly perform the said terms and conditions, the MoES will pay or cause to be paid to the contract for the said works on the final completion thereof, at the rates specified in the schedules hereto annexed.

Sd/-
(for MoES)

Sd/-
(for Contractor)

TERMS AND CONDITIONS

PART-I

1. This part lays down the special conditions, which shall govern the contract, and it shall form an integral part of the contract. These special conditions of Contract supplement the instructions to tenderer.
2. The contractor personnel's attendance for having worked at concerned site shall be maintained in details and shall be certified by concerned authorized official (as per location) of the contractor while preferring the bill.

ANNEXURE - I

EXHIBITION ON WHEELS – 2010

TECHNICAL BID DOCUMENT

The Technical Bid should provide the following information using the attached Standard Forms as detailed below:

Form – 1: Format for Cover Letter

Form – 2: Bid Proposal Sheet

Form – 3: Performance Statement

Form – 4: Format of power-of-attorney for signing of bid

Form – 5: Undertaking

Form – 6: Format of Agreement.

In preparing the Technical and financial Proposal, Bidders are expected to examine this tender document in detail. The proposal should cover all the aspects of the scope of work mentioned in the Sections. Any bid not found responsive with this tender document will be rejected. Material deficiencies in providing the information requested will also result in rejection of the Proposal.

The technical proposal is expected to include the following inter-alia

ANNEXURE – II

FINANCIAL BID DOCUMENT

Exhibition on Wheel – as per document enclosed

FINANCIAL BID

Ministry of Earth Sciences Exhibition on Wheels

The Secretary,
Ministry of Earth Sciences
Mahasagar Bhavan, Block No. 12, C.G.O. Complex,
Lodhi Road, New Delhi – 110 003.

Re: TENDER DOCUMENT FOR EXHIBITION ON WHEELS

Sr. No.	Specifications	Unit Rate	Quantity	Total Price (A)	Service Tax (B)	REMARKS
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INITIAL ESTABLISHMENT & FABRICATION OF EXHIBITS

1	Truck fabrication - Total Bodywork, Interiors Modeling, Shuttering, Painting					
2	Generator Unit	1 no.				
3	Sound System	2 nos.				
4	Covering Floor with sheet metal finish					
5	Modern reception/ information counter tables (5'x3' approx) with 4 new modern chairs etc including stationary like visitor books, sufficient plastic folders of A4 size, dustbin etc.					
6	6'X4' murals (Nystrom raised relief) on Ministry's activities with lighting arrangements					provided by the Ministry
a						
b						
7	10 nos. of 30"x40" Polycarbonate backlit translights with aesthetic look aluminum boxes with appropriate glow lighting including films.					provided by the Ministry
8	42" Plasma TVs along with DVD player for screening of films					provided by the Ministry
9	Book racks					provided by the Ministry
10	Back lit scrollers 40"x50" with vinyl for displaying of 7 to 10 activities. Outer frame hard plastic. displays having vertical movement					provided by the Ministry
11	Entrance Branding Stands with fascia with vinyl write-up and 8' frontlit panels					
12	Ministry's research vessels (4'x 13.5"x 20")					provided by the Ministry
13	Potential Fishing Zone display Board, rectangular shape LED display board size 5'x3'x10" (as per Ministry's guide line).					provided by the Ministry
14	Data Buoy Model, round shape with 3' dia and 4' height including the height of antenna etc (as per Ministry's guide line).					provided by the Ministry
15	Acoustic Tide Gauge Model, rectangular model with HxLxB - 10'x6'x4' (as per Ministry's guide line).					provided by the Ministry
16	Argo Float Model, bottle shape model with 1' dia and 5' height (as per Ministry's guide line).					provided by the Ministry
17	PMN models					provided by the Ministry
18	Antarctica pavilion - On Truck					
a	Provision of adequate Firefighting equipment as per fire department standards					
b	Appropriate visualizations of Antarctica with species of penguins, seals etc. against striking backdrops of Antarctica landscape (backlit polycarbonate translate of appropriate size)					
19	Comprehensive Insurance of all the exhibits and other items during transportation from place to place.					
20	Comprehensive Insurance for all pavilions including exhibits at each place					
21	Re-fabrication of exhibits etc at the end of four months.					
SUB-TOTAL				0	0	

SUB TOTAL (A)

Sr. No.	Specifications	Unit Rate	Quantity	Total Price (A)	Service Tax (B)	REMARKS
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MONTHLY EXPENSES - OPERATING COSTS

22	Main Truck Rent	per day				
23	Main Truck Running	per KM Accodgngly to loction				
24	Transport for Manpower	per KM Accodgngly to loction				
25	Generator Unit - 10KVA Operating Cost	1 no				
26	Fees, Stay & F&B for Manpower	12 nos.				
27	Transport for School Children & Teachers	1 no.				
28	Drinking water for Children	complimentry				
29	Advance Team for permissions and scouting	2 nos.				
30	Operators and engineers	1-operator, 1-Engg				
31	Two Guides fluent in local language, Hindi and English	2 nos.				
32	Supervisors - for day-to-day work in the pavilion with proper dress code and wages as per ITPO norms (stay & f&b inclusive)	1 no.				
33	Stay & F&B for Operators, Engineers, Guides, Supervisors	3 nos.				
34	Publicity for participation - Leaflets, Posters, Banners - includes Installations and printing	Leaflet- 5000, Brochures-1000, posters-1000 each should be in English, Hindi & local language				
35	Refreshments for dignitaries at each of Exhibition.	25 nos.				
	Protecting Exhibition, exhibits etc against theft, mishandling, fire hazards etc (Gurads)	2 nos.				
SUB TOTALS						

SUB TOTAL (B)
Bi Monthly running charges

Grand Total

Date:
Place:

Signature of authorized person
Name (Company Seal)

In the capacity of

Duly authorized by

Note : * Sum of all figures in last column.

- 1
- 2 No cutting or over-writing is allowed. Any cutting or overwriting will lead to rejection of the bid.
If any tax are payable by the contractor to the Government or any other authority it shall not be bidding on MoES to pay any kind of taxes
- 3 except service tax as applicable paid to the contractor. Form D will be issue by the Ministry Headquarters.
- 4 The Bid security amount (BSA) amount should be adjusted in the amount of performance guarantee which is @ 5% of total work