

MOES/EXH-FAIRS/9/2011 PC-V  
**MOES OF EARTH SCIENCES**  
**MAHASAGAR BHAVAN, BLOCK-12. CGO COMPLEX,**  
**LODHI ROAD, NEW DELHI - 110003.**

**TENDER**

Ministry of Earth Sciences, Government of India, invites Tenders (sealed Technical Bid and Financial Bid separately) in a sealed cover from registered Firms/ Agencies for Designing and fabrication of Ministry pavilion, exhibits preparation, maintenance of Pavilion, other displays for India International Trade Fair 2011 at Pragati Maidan, New Delhi on bare space of **221 sq. mtrs (13.0x17.0)**. The target of the Exhibition is to display Ministry's activities of Earth, Atmosphere and Ocean Science and Technologies and propagate the benefits derived from results to the society, to create awareness for conservation and preservation of resources, generate scientific temperament etc. amongst students and general public.

2. The events of the Ministry as listed below:

S.No	EVENTS
I	<b>India International Trade Fair-2011 (IITF-11) from 14-27 November 2011</b>
a.	Designing and fabrication of Ministry pavilion on the <b>bare floor space of 221 sq mts (13.0x17.0)</b> .
b	1. Designing and fabrication of fresh water from sea (desalination/ LTDD) Diorama on the <b>bare floor space of 75 sq mts (tentatively)</b> 2. Appropriate visualizations of Desalination plant, etc. against striking backdrops of lakhsdweep Islands, Sea (backlit polycarbonate translite of appropriate size), including 3-D models of the desalination plant and cold & hot water pipe lines, sump etc, distribution of desalinated water to local people (photographs attached) (models should be in approx. proportion, colour)
c	Preparation of the exhibits, maintenance of Pavilion for display of the Exhibits/Systems, Models, Manning including Guides etc.

3. The items for the pavilion is listed below:

**(a) Items to be provided by the bidder:**

i) Floor covering with designed carpets.

- ii) Pre Fabricated Modular Flexible & Portable Structure (PFMFP) back and side walls about 8 ft height etc with aesthetic look with the available PFMFP structure with the Ministry.
- iii) Two new reception/ information counter tables (5'x3' approx) with 4 new modern chairs for sitting and 4 visitor chairs, stationary like visitor books, pens, 2 scissors, ribbon, tray, 500 plastic folders of A4 size, dustbin etc.
- iv) Two artistic gates with artwork, logos, mural, highlighting the name of Ministry in Hindi and English.
- v) 25 nos. of 30"x40" Polycarbonate backlit translites (good quality with latest material)  
(sleek aluminum boxes with appropriate glow light is available with the Ministry, fused glow lights has to be replaced ).
- vi) A Separate provision for screening of films on plasma screen.
- vii) Provision of displaying two 6'X4' murals on **Ministry's activities** (murals are available with the Ministry)
- viii) Executive office (3mx2m) with glass and lockable door, new modern executive Sofa Set (3+1+1 seater), Centre & side Tables, Matching curtains, small pantry with Tea/Coffee and packed drinking water etc. from standard company.
- ix) A store (1.5 m x 1.5 m) for keeping the exhibits/literature and empty boxes etc.
- x) Display the Ministry's publications, books etc. (30 publications)  
(Books racks are available with the Ministry)
- xi) One server system with 17" TFT Digital Color Monitors with MS Windows Server 2003 Std., two each of new Pentium systems with 2 nos. of 17" Plasma/LCD, New Server System, Network components, UPS, LASER PRINTER (configuration as per annexure-III) with suitable manpower for QUIZ gallery. All systems should be brought to this Ministry's headquarter for loading the quiz softwares and for trial for 5 days before IITF 2011 (Quiz software will be provided by the Ministry).
- xii) a. Preparation of vinyl or any other latest materials (back lit translite display material 5 or 7) for the Ministry's 3 nos. Back lit scroller 40"x50".  
b Complete repairs works of the scroller to be carried out including replacement of defective parts, painting and keep in working during the exhibition)
- xiii) Marine Aquarium (5'x15"x2' - LxBxH):  
a. Providing and Maintenance of the sea water as per norms.

- b. Ornamental fishes, sea urchins, sea grass etc. with underwater environment of the oceans Marine Aquarium (2 each of 7 varieties, at any given time not less than 14 Marine species).
- c. Inverters of adequate capacity for continue uninterrupted power supply for 5-6 hours.
- d. Maintaining for IITF 2011 between 14-27<sup>th</sup> Nov 2011 (extended if any).
- e Any items not in workable conditions should be replaced within 2 hours time

xiv Water Fountains

**3 (b). Ministry will provide the following:**

- i. Pre-fabricated System (PFMFP)
  - a. 60 System rods
  - b. 100 3m facia fitted with locks
  - c. 50 both side laminated ply made for pre-fabricated system
  - d. 6 facia & vinyl write-up (3m) & assembly system
- ii. 3 nos. of Back Lit Scrollers of 30"x40" .
- iii Ministerial Research Vessels
  - a. Sagar Kanya ship Model (LxBxH - 4'x13.5"x20")
  - b. Sagar Nidhi ship model (LxBXH – 5'x
- iv Potential Fishing Zone display Board (Rectangular shape LED display board size 5'x3'x10")
- v. Argo Float Model (Bottle shape model with 1' dia and 5' height)
- vi. PMN models
  - a. Poly Metallic Nodules (in box shape 6"x4"x5")
  - b. Electrolyte Copper sheet (in box shape 12"x12"x4")
  - c. Electrolyte Nickel Sheet (in box shape 12"x12"x4")
- vii. CMLRE's rare MLR collections from Indian seas.
- viii Ministry's publications
- ix. Model of Desalination plant.
- x Tsunami Buoy model
- xi Model of Crawler for Ocean Mining
- xii Data Buoy Model
- xiii 1 no. of plasma screen (48") along with DVD for display of the films on the activities of the Ministry
- xiv 2 nos. of 6'X4' murals on Ministry's activities
- xv 25 nos. of 30"x40" (sleek aluminum boxes with appropriate glow light is available with the Ministry, fused glow lights has to be replaced ).

4. The preferable programmes of Ministry where activities, achievements etc. to be displayed/ highlighted in the Pavilion are as follows:

- i) Polar Sciences –Scientific activities Arctic/Antarctic
- ii) Ocean Observation and Information Services.
- iii) Ocean Technology.
- iv) Coastal Zone Management.
- v) Marine non Living Resources.
- vi) Drug from Sea.
- vii) Climate Change
- viii) Cyclones in Indian Ocean
- ix) Earthquakes.
- x) Weather Forecasting and Information to people
- xi) Agro Advisories to farmers
- xii) Gas Hydrates Science and Technologies.
- xiii) Centers of Excellence in Ocean and Atmospheric Science & Technology
- xiv) Marine Pearl Culture.
- xv) Deep Sea Marine Living Resources, Benthos and Ecology ornamental fishery.
- xvi) Submersibles Development.
- xvii) Fresh water from Sea. (desalination/ LTTD)
- xviii) Ocean Energy & Technologies.
- xix) PMN-Deep Sea Technology.
- xx) Oceanarium.
- xxi) Sea Health Monitoring.
- xxii) Marine Environment modelling in 3-D.
- xxiii) Ocean State Forecasting.
- xxiv) On-going Ministry's Societal programmes.
- xxv) Tsunami Early Warning System
- xxvi) Carbon Cycle
- xxvii) Water Cycle-sea to air to land

Further details of these programmes are available at website [www.moes.gov.in](http://www.moes.gov.in)

#### **5. Facilities/Services to be provided by the fabricator**

- i) Three Bachelor of Science graduates, who are fluent in Hindi and English as Hostess/Guides preferably having experience of Ministry's exhibitions and International exhibitions with dress code in consultation with Ministry, shall be posted.
- ii) Two dedicated persons for day-to-day work in the pavilion to be posted in consultation with Ministry with proper dress code.
- iii) Four security persons shall be posted for round the clock security for inside and surroundings of the pavilion for IITF-11 from approved Agency.
- iv) Fire fighting equipment as per the guidelines of the ITPO shall be installed.
- v) Still photographic coverage shall be arranged during entire exhibition period, and one set of 100 colour photographs (5"x7") with CD and album shall be given to the Ministry. The photographer should be available on demand of Ministry (Mobile phone number must be mentioned).
- vi) Daily maintenance and cleaning (minute to minute) of the pavilion and surroundings for entire period of IITF-11 shall be attended.
- vii) Arrangement for refreshment during inaugural function at IITF 11 for 500 persons and during the visit of VIPs and senior officers/dignitaries should be provided.
- viii) The firm should supply good interior decorative plants during IITF 11.
- ix) Comprehensive Insurance for all pavilions including exhibits, during transportation/shipping period in each sector etc. should be made.
- x) Arrangement of transport for shifting exhibition materials at site & back to office.

## **6. Pre-bid Qualification**

S.no	Pre-Bid Qualifications Criteria
1	Relevant Experience in having executed in at least 2 similar projects for designing, fabrication/construction, installation, maintenance of indoor/outdoor pavilions for display of the exhibits/systems and models in the India or International Trade Fair held abroad satisfactory certificates from the clients to be enclosed and the complete details for similar undertaken for the clients)
2	Declaration and Forms (I –Tax return – last 2 years, registration of the firms, Sale tax/service tax TIN/TAN/PAN no., last 3 years balance sheet)

## 7. 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:

S. NO	EVALUATION CRITERIA	MARKS
i	Detailed 3-D scaled model of proposed pavilion with appropriate state-of-the-art material and provisions for all display items, models etc.	60
ii	Technical Presentation	40
<b>Total</b>		<b>100</b>

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

## 8. Payment schedule:

(a) 30% advance of the total cost of the project will be paid against Bank Guarantee for the equal amount from a Nationalized Bank after award of the contract, if required,

or

100% of the total cost of the project will be paid after IITF 2011 exhibition is over after implementing the penalty,(if any) and shifting exhibition materials to the Ministry.

(b) The entire work will be done on turn key basis.

## 9. Penalties

(i) Non compliance and quality of International standards of any item will attract penalty @ 2% of the total project cost.

(ii) Non completion of the targets in time as per serial no 2, 3(a) and S.No. 10 (i) would attract penalty @ 2 % of the total project cost.

(iii) Non provision of adequate security and fire fighting equipments at IITF 2011 will attract penalty @ 2% of the total project cost

(iv) No proper illumination of the pavilion will attract penalty @ 2 % of the total project cost.

(v) Non-Maintenance of the Pavilion including Exhibits, displays etc will attract penalty @ 2 % of the total project cost.

(vi) Non compliance of any items mentioned at serial no. 5 will attract penalty of @ 2 % of the total project cost.

(vii) Non-replacement of any items within 24 hours mentioned as per serial no 5 will attract penalty of @ 2 % of the total project cost.

(viii) Non-replacement of Guides/Hostess within 24 hours with suitable persons will attract of @ 2 % of the total project cost.

## **10. Taxes**

**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 except service tax as applicable paid to the contractor.**

## **11. Terms & Conditions**

(i). (a) Tentatively the bare space pavilion will be handed over to the firm by 5<sup>th</sup> Nov. 2011 for IITF-11.

(b) The work is to be executed on **turnkey basis**.

**(ii). No bids will be considered without 3D models. No payment will be made for the 3-D models, which will be submitted along with the bids.**

(iii) The fabricator shall carry some changes/alterations in the exhibits/structure on the spot as per the requirements of the Ministry at no extra cost.

(iv) Incomplete Tender Bids & Financial Bids shall be rejected outrightly.

(v) The Bid security amount (BSA) of the successful bidder will be retained and adjusted in the amount of performance guarantee at the rate of 10% of the total value of the contract. In case of non successful bidders the Bid security amount (BSA) will be returned within one month.

(vi) The Design of 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. No items on hire and labour basis are acceptable.

(vii) The finally selected bidder shall execute an Agreement on a non judicial stamp paper with Ministry, as per the declaration in the enclose form.

(viii) The Ministry will evaluate each item exhibited in the pavilion. Any unsatisfactory performance of any items attracts penalty and will accordingly be deducted from the payment as per serial no 8.

(ix) The Bidder shall quote price in clear terms for each item. Break up should abide by the Format for Financial Bid described in Annexure II.

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.

The Financial Bids should strictly conform to the formats to enable the evaluation of the bids and special care may be taken that the bids having any hidden costs or conditional costs are liable for straight rejection.

(x) The price components furnished by the Bidder in accordance with ITB 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.

(xi) 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.

(xii) Prices shall be quoted in Indian National Rupee.

(xiii) Bids shall remain valid for 180 days 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 180 days as non-responsive, without any correspondence.

(xiv) 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. The bid security provided under ITB Section 3 shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid security. A Bidder granting the request will not be permitted to modify its bid.

(xv) 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. The letter of authorization shall be supported by a written power-of-attorney accompanying the bid. Please refer Form 4 for the format of power-of-attorney for signing the bid. The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature.

(xvi) Any interlineations, erasures or overwriting shall be treated as invalid.

(xvii) 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.



- (xviii) 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.
- (xix) Any condition put forth by the bidder non-conforming the bid requirements shall not be entertained at all and such bid shall be rejected.
- (xx) 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.
- (xxi) 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.
- (xxii) 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.
- (xxiii) 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.
- (xxiv) 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.
- (xxv) 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.
- (xxvi) 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. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security will be forfeited.

(xxvii) 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.

(xxviii) 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.

(xxix) 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. 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.

(xxx) The notification of the award shall constitute signing of the agreement. The signing of agreement will amount to award of contract and bidder will initiate the execution of the work as specified in the agreement. The format of agreement is given in Form-6

(xxxi) The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.

(xxxii) 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.

(xxxiii) Before commencement of the work successful Bidder shall furnish the performance guarantee at the rate 10% of total value of the contract 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 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.

(xxxiv) 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.

(xxxv) The Ministry may by a written notice of suspension, suspend all payments to the qualified Bidder under the contract, if the qualified Bidder fail to perithin a specified period from the date of' issue of such notice of suspension.

form any of its obligations under this contract, (including the carrying out of the services) provided that the such notice of suspension:

- Shall specify the nature of the failure,
- Shall request the qualified Bidder to remedy such failure w

(xxxvi) 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. The qualified Bidder shall also employ appropriate / updated technology and safe and effective equipment, machinery, material and methods.

(xxxvii) The Implementation of the 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:

- Forfeiture of its performance guarantee
- Imposition of liquidated damages, and/or
- Termination of the Contract for default

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 to 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.

(xxxviii) 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.

(xxxix) 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:

- 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.
- The qualified Bidder fails to perform any other obligation(s) under the contract.

The qualified Service Provider will also be liable for any loss suffered by the Client because of his negligence.

Upon termination of this agreement, the parties will comply with the Exit Management Schedule.

However, the disputes, if any, may be referred to Arbitration.

(xL) The Ministry may at any time terminate the contract by giving written notice to the qualified Bidder without compensation, if the qualified Bidder becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to the Ministry.

(xLi) The Ministry reserves the right to terminate by 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.

(xLii) Subcontracting of work will not be permissible in any form. Subcontracting will lead to termination of contract and forfeiture of Performance Guarantee.

(xLiii) 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.

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.

The qualified bidder shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

(xLiv) **The bidders will have to deposit an amount of Rs. 30,000/-(Thirty thousand only) as Bid security amount (BSA) in the form of demand draft, drawn in favour of DDO, Ministry of Earth Sciences and should be enclosed with technical bids.** The financial bid should be submitted in separate sealed envelope, the same should be mentioned on the envelope clearly. **Technical bid without Demand Draft will out rightly be rejected.**

(xLv) Any offer containing both the technical and financial bids in the same envelope will be out rightly rejected.

(xLvi) 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 27<sup>th</sup> September, 2011 by 11.00 A.M.** All sealed covers should be inscribed with **“Bids for IITF 2011”**. Sealed 3 Dimensional models (3-D) should be handed over in Room no. 007, Ground Floor, Ministry of Earth Sciences, Block-12, CGO Complex, Lodhi Road, New Delhi – 110003,

by 11 A.M. on **27<sup>th</sup> September 2011**. A proper receipt will be issued for all such models received by the Official.

(xLvii) **Technical bids will be opened on the same day at 11.30 hrs. on 27<sup>th</sup> September 2011** in the presence of bidders who wish to be present in Conference Room, first floor, Block-12.

(xLviii) **The bidders should make audio visual 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.**

(xLix) **The financial bids of the qualified bidders in technical bid evaluation, will be opened.**

**(L) The pre-bid meeting will be held on 19<sup>th</sup> September 2011 at 11.00 hrs** in Ministry's Conference Room, first floor, Block-12.CGO Complex, lodhi Road, New Delhi 110003.

**(Li) 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.**

(Lii) All information in the tender shall be in English. Information in any other language shall be accompanied by the translation in English.

(Liii) All the 3D models of the pavilion, 2D relief models stated earlier and audio visuals presentations will be returned back only after the award of the contract.

(Liv) All those parties offering bid on consortia basis, it is clarified that the lead company shall be responsible to deal with MoES and shall provide the agreement with other parties in the consortium

(Lv) Bidders should arrange Exhibitor passes and parking passes of their own for entry in Pragati Maidan during IITF 2011 from 14-27 November, 2011. No exhibitor/entry passes will be provided by the Ministry.

(Lvi) Bidders should strictly comply the financial bid document format to quote their prices.

**12. Clarification of Tender Document** A prospective Bidder requiring any clarification of this tender may notify in writing by fax or e-mail. The following personnel may be contacted for this purpose.

Name of the officer	Designation	Contact Particulars
Dr. M. Sudhakar	Advisor	Tel.: 011-24306876, Fax: 24360336 Email: m.sudhakar@nic.in

The Ministry shall respond in writing to any request for clarification of the tender, which would be received no later than **26<sup>th</sup> September 2011**.

### **13. (a) 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.

### **13. (b) 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.

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.

Sd/-

(Dr M. Sudhakar)

**Advisor**

**Ministry of Earth Sciences.**

## **Cover Letter**

To

The Secretary

Ministry of Earth Sciences

Mahasagar Bhavan,

Block No. 12,

C.G.O. Complex, Lodhi Road,

New Delhi – 110 003.

Sub: Tender document for Pavilion at IITF-2011, New Delhi

Dear Sir,

(a) 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.

(b) We acknowledge having received the following addenda to the bid document:

Addendum No.	Dated

(c) 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.

(d) We agree to abide by this proposal for the period of 180 days 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.

(e) 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.

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

(g) 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.

(h) We would like to clearly state that we qualify for this work as our company meets all the pre-qualification criteria indicated on your tender document. The details are as under.

Pre-qualification Criterion	Details
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Pre-qualification Criterion	Details	
1. Year of establishment		
2. Ownership and organizational structure of the firm is enclosed/or not?		
3. Memorandum of Association and Articles of Association along with Commencement of Business Certificate is enclosed/or not?	Yes/No	
4. Turnover of the company during the last three years (Attach necessary documentary proofs.)	Financial year	Turnover (in Lakhs)
	2010-11	
	2009-10	
	2008-09	
5. Copy of orders of similar two projects	Document showing value of contract	
6. Copy of ISO certificate		
7. Details of offices located in Delhi and other Cities		

(i) 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** for **Rs.30,000/-** (Rupees Thirty thousand only), payable at Delhi.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2011

Signature

(Company Seal)

\_\_\_\_\_

In the capacity of

Duly authorized to sign bids for and on behalf of:

**Form 2 – Bid Proposal Sheet**

<b>Name of the Company:</b>		<b>PAN No.</b>	
<b>Registered Office Address:</b>			
Plot No.			
Street			
Area / Locality			
City		<b>PIN</b>	
Telephone		<b>Fax</b>	
E-mail			
URL			
<b>Local Office Address:</b>			
Plot No.			
Street			
Area / Locality			
City		<b>PIN</b>	
Telephone		<b>Fax</b>	
E-mail			
<b>Contact Person:</b>			
Name			
Designation			
Telephone		<b>Fax</b>	
E-mail			

**Form 3 – Performance Statement**

<b>[Project Title]</b> <span style="float: right;"><b>(At least two projects)</b></span> <i>(Attach separate sheet for each project)</i>			
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			

#### Form 4 – 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 \_\_\_\_\_ 2011

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.

***Form 5 – 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 \_\_\_\_\_ 2011

Signature

(Company Seal)

\_\_\_\_\_

In the capacity of

Duly authorized to sign bids for and on behalf of:

## Form 6 : Format of Agreement

This agreement is executed on this .....day of....., 2011 between:

The President, Union of India, acting through the Deputy Secretary (Admn.), 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.

(for Contractor)

(for MoES)

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

1. The Security Deposit for the work is Rs..... The contractor has so far deposited an amount of Rs.....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.

2. 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.

(for Contractor)

(for MoES)

**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.
3. Method of Acceptance is detailed below:

Item of work	Acceptance criteria

## ANNEXURE - I

Designing and Fabrication for IITF 2011

TENDER SPECIFICATIONS for compliance for Technical Bid

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

S No.	Tender specifications	firm is ready to comply (Y/N)	Quality of the material	Remarks
1.	Floor covering with multi colour designed carpets.			
2.	Pre Fabricated Modular Flexible & Portable Structure (PFMFP) back and side walls about 8 ft height etc with aesthetic look with the available PFMFP structure with the Ministry.			
3. a.	Two new modern reception/ information counter tables (5'x3' approx) with 4 new modern chairs for sitting and 4 visitor chairs, stationary like visitor books, pens, 2 scissors, ribbon, tray, 500 plastic folders of A4 size, dustbin etc.			
b.	4 new modern chairs for sitting and 4 visitor chairs			
c.	Stationary and others like visitor books, add gel pens, 2 scissors, ribbon, 500 plastic folders with pen of A4 size, tray, dustbin etc			



S No .	Tender specifications	Firm is ready to comply (Y/N)	Quality of the material	Remarks
4.	Two artistic gates with artwork, logos, mural, highlighting the name of Ministry in Hindi and English.			
5.	25 nos. of 30"x40" Polycarbonate backlit translites (good quality with latest material) (sleek aluminum boxes with appropriate glow light is available with the Ministry, fused glow lights has to be replaced ).			
6	A Separate provision for screening of films on plasma screen.			
7	Provision for two 6'X4' murals (raised relief) on Ministry's activities			
8 a	Executive office (3mx2m) with glass and lockable door, new modern executive Sofa Set (3+1+1 seater), Centre & side Tables, Matching curtains, etc.			
b	Small pantry with Tea/Coffee and packed drinking water etc. from standard company.			
9	A store (1.5 m x 1.5 m) for keeping the exhibits/literature and empty boxes etc.			
10	Display the Ministry's publications, books etc. (30 publications) (Books racks are available with the Ministry)			
11	<p>1 3 nos. of Desktop Machines</p> <p>2. 2 nos. Data Entry Operator/Service Engineer as per the NICS Rate Contract for one month from 1<sup>st</sup> Nov to 30<sup>th</sup> Nov.</p> <p>3. 1 no. KVA Online UPS with 20 minutes backup</p> <p>4. 1 no. 8 Port Ethernet Switch</p> <p>5. 3 nos. of UTP Cables, IO Box and Termination</p> <p>6. 1 no. of Laser printer</p> <p>All systems should be brought to this Ministry's headquarter for loading the quiz softwares and for trial for 5 days before IITF11 (Quiz will be provided by the Ministry). (configuration as per Annexure III)</p>			

S No.	Tender specifications	Firm is ready to comply (Y/N)	Quality of the material	Remarks
12	a. Preparation of vinyl or any other latest materials (back lit translit display material 7 to 10) for the Ministry's 3 nos. Back Lit Scrollers of 30"x40" and 5 nos. Back lit scroller 40"x50". Complete repairs works of the scroller to be carried out including replacement of defective parts, painting and keep in working during the exhibition) be replaced with in 2 hours time			
13	Three Bachelor of Science graduates, who are fluently in Hindi and English as Hostess/Guides preferably having experience of Ministry's exhibitions and International exhibitions with dress code in consultation of Ministry, shall be posted.			
14	Two dedicated persons for day-to-day work in the pavilion shall be posted consultation of Ministry with proper dress code during IITF 2011 exhibition, New Delhi			
15	Four security persons shall be posted for round the clock security for inside and surroundings of the pavilion for IITF-11 from approved Agency.			
16	Provision of the Fire fighting equipment as per the guidelines of the ITPO			

S No.	Tender specifications	firm is ready to comply (Y/N)	Quality of the material	Remarks
17	Still photographic coverage shall be arranged during entire exhibition period, and one set of 100 colour photographs (5"x7") with CD and album shall be given to be to the Ministry. The photographer should be available on demand of Ministry (Mobile phone number must be mentioned). The same arrangement for all five places for limited calls, around 20 Nos. colour photographs for each centre with CD and album.			
18	Daily maintenance and cleaning (minute to minute) of the pavilion and surroundings for entire period of IITF-11 shall be attended.			
19	Arrangement for refreshment during inaugural function at IITF-11 for 500 persons and during the visit of VIPs and senior officers/dignitaries should be provided.			
20	Supply of good interior decorative plants during IITF 11.			
21	Comprehensive Insurance for all pavilions including exhibits.			
22	3 D Models			
23	Agreed with the penalties as mentioned at S.no. 8			
24	Submitted the Bid Security Amount of Rs. 30,000/-			

S No.	Tender specifications	firm is ready to comply (Y/N)	Quality of the material	Remarks
25	<p>Items required for Marine Aquarium (5'x15"x2'- LxBxH): (Provided by the Ministry)</p> <p>a. Filter, tube lights, heaters, wooden stand (Available parts) and non working part/damaged part has to be provided by the bidder.</p> <p>b. Providing and Maintenance of the sea water as per norms.</p> <p>c. Ornamental fishes, corals, sea urchins, sea grass etc. with underwater environment of the oceans Marine Aquarium (2 each of 8 varieties, at any given time not less than 16 Marine species).</p> <p>d. Inverters of adequate capacity for continue uninterrupted power supply for 5-6 hours.</p> <p>e. Maintaining for IITF 2011 between 14-27<sup>th</sup> Nov 2011 (extended in any).</p> <p>f. Any items not in workable conditions should</p>			
26	audio visual presentation			
27	Enclose necessary photographs of the design/model from all angles.			
28	Relevant Experience in having executing in at least 2 similar projects for designing, fabrication/construction, installation, maintenance of indoor/outdoor pavilions for display of the exhibits/systems and models in the India International Trade Fair on Trade Fairs held abroad satisfactory certificates from the clients to be enclosed and the complete details for similar undertaken for the clients)			
29	Declaration and Forms (I –Tax return – last 2 years, registration of the firms, Sale tax/service tax TIN/TAN/PAN no., last 3 years balance sheet/turnover.			

## ANNEXURE – II

Designing and Fabrication for IITF 2011

TENDER SPECIFICATIONS (with financial bid) (in Rupees only)

S No.	Tender specifications	Unit Rate	Quantity	Total Price	All taxes (S. Tax, VAT, Service tax etc)	Remarks
1	Floor covering with multi colour designed carpets.					
2	Pre Fabricated Modular Flexible & Portable Structure (PFMFP) back and side walls about 8 ft height etc with aesthetic look with the available PFMFP structure with the Ministry.					
3. a.	Two new modern reception/ information counter tables (5'x3' approx) with 4 new modern chairs for sitting and 4 visitor chairs, stationary like visitor books, pens, 2 scissors, ribbon, tray, 500 plastic folders of A4 size, dustbin etc.					
b.	4 new modern chairs for sitting and 4 visitors chairs					
c.	Stationery and others like visitors books, pens, 2 scissors, ribbon, 500 plastic folders with add gel pen of A4 size, tray dustbin etc.					
4	Two artistic gates with artwork, logos, mural, highlighting the name of Ministry in Hindi and English.					
5	25 nos. of 30"x40" Polycarbonate backlit translites (good quality with latest material) (sleek aluminum boxes with appropriate glow light is available with the Ministry, fused glow lights has to be replaced ).					
6	A Separate provision for screening of films on plasma screen.					

S No.	Tender specifications	Unit Rate	Quantity	Total Price	All taxes (S. Tax, VAT, Service tax etc.	Remarks
7 a	Executive office (3mx2m) with glass and lockable door, new modern executive Sofa Set (3+1+1 seater), Centre & side Tables, Matching curtains, etc.					
b	Small pantry with Tea/Coffee and packed drinking water etc. from standard company.					
8	A store (1.5 m x 1.5 m) for keeping the exhibits/literature and empty boxes etc.					
9	Display the Ministry's publications, books etc. (30 publications) (Books racks are available with the Ministry)					
10	<p>1 3 nos. of Desktop Machines</p> <p>2. 2 nos. Data Entry Operator/Service Engineer as per the NICSI Rate Contract for one month from 1<sup>st</sup> Nov to 30<sup>th</sup> Nov.</p> <p>3. 1 no. KVA Online UPS with 20 minutes backup</p> <p>4. 1 no. 8 Port Ethernet Switch</p> <p>5. 3 nos. of UTP Cables, IO Box and Termination</p> <p>6. 1 no. of Laser printer</p> <p>All systems should be brought to this Ministry's headquarter for loading the quiz softwares and for trial for 5 days before IITF11 (Quiz will be provided by the Ministry).</p> <p>(configuration as per Annexure III)</p>					

S No.	Tender specifications	Unit Rate	Quantity	Total Price	All taxes (S. Tax, VAT, Service tax etc.	Remarks
11	a. Preparation of vinyl or any other latest materials (back lit translit display material 7 to 10) for the Ministry's 3 nos. Back Lit Scrollers of 30"x40" and 5 nos. Back lit scroller 40"x50".  Complete repairs works of the scroller to be carried out including replacement of defective parts, painting and keep in working during the exhibition to be replaced with in 2 hours time					
12	Three Bachelor of Science graduates, who are fluently in Hindi and English as Hostess/Guides preferably having experience of Ministry's exhibitions and International exhibitions with dress code in consultation of Ministry, shall be posted.					
13	Two dedicated persons for day-to-day work in the pavilion shall be posted consultation of Ministry with proper dress code during IITF 2011 exhibition, New Delhi					
14	Four security persons shall be posted for round the clock security for inside and surroundings of the pavilion for IITF-11 from approved Agency.					
15	Provision of the Fire fighting equipment as per the guidelines of the ITPO					
16	Still photographic coverage shall be arranged during entire exhibition period, and one set of 100 colour photographs (5"x7") with CD and album shall be given to be to the Ministry. The photographer should be available on demand of Ministry (Mobile phone number must be mentioned). The same arrangement for all five places for limited calls, around 20 Nos. colour photographs for each centre with CD and album.					

17	Daily maintenance and cleaning (minute to minute) of the pavilion and surroundings for entire period of IITF-11 shall be attended.					
18	Arrangement for refreshment during inaugural function at IITF-11 for 500 persons and during the visit of VIPs and senior officers/dignitaries should be provided.					
19	Supply of good interior decorative plants during IITF 11					
20	Comprehensive Insurance for all pavilions including exhibits.					
21	<p>Items required for Marine Aquarium (5'x15"x2'- LxBxH): (Provided by the Ministry)</p> <p>a. Filter, tube lights, heaters, wooden stand (Available parts) and non working part/damaged part has to be provided by the bidder.</p> <p>b. Providing and Maintenance of the sea water as per norms.</p> <p>c. Ornamental fishes, corals, sea urchins, sea grass etc. with underwater environment of the oceans Marine Aquarium (2 each of 8 varieties, at any given time not less than 16 Marine species).</p> <p>d. Inverters of adequate capacity for continue uninterrupted power supply for 5-6 hours.</p> <p>e. Maintaining for IITF 2011 between 14-27<sup>th</sup> Nov 2011 (extended in any).</p> <p>f. Any items not in workable conditions should</p>					



S No.	Tender specifications	Unit Rate	Quantity	Total Price	All taxes (S. Tax, VAT, Service tax etc)	Remarks
22	Designing and fabrication of Ministry pavilion on the <b>bare floor space of 221 sq mts (tentatively)</b>					
23	Designing and fabrication of fresh water from sea (desalination/ LTTD) Diorama on the <b>bare floor space of 75 sq mts (tentatively)</b>  Appropriate visualizations of Desalination plant, etc. against striking backdrops of lakhsdweep Islands, Sea (backlit polycarbonate translite of appropriate size), including 3-D models of the desalination plant and cold & hot water pipe lines, sump etc, distribution of desalinated water to local people (photographs attached) (models should be in approx. proportion, colour and made of fibre glass)					

**Grand Total = Total of A & B**

**Rs. (in figures).....**

Cont ...../

Total Cost (in words) : Rs.....

Date:

Place:

Signature of authorized person

Name

(Company Seal)

\_\_\_\_\_In the capacity of

\_\_\_\_\_  
Duly authorized by

\* Sum of all figures in last column.

Note :

1. No cutting or over-writing is allowed. Any cutting or overwriting will lead to rejection of the bid.
2. **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 except service tax as applicable paid to the contractor.**
3. The Bid security amount (BSA) amount should be adjusted in the amount of performance guarantee which is @ 10% of total work
4. **Signature on all the page in TB & FB by the bidder along with Company stamp**

**Annexure - III****Hardware Configuration/features for the QUIZ GALLERY at IITF-2011**

Sl No.	Item Description	Qty.	Unit Price	TAX*	Total
1	Desktop Machines	03			
2.	Data Entry Operator/Service Engineer as per the NICS Rate Contract for one month from 1 <sup>st</sup> Nov to 30 <sup>th</sup> Nov. 2011	02			
3	2 KVA Online UPS with 20 minutes backup	01			
4	8 Port Ethernet Switch	01			
5	UTP Cables, IO Box and Termination	03			
6	Laser printer	01			

\* Local TAX/VAT and Service TAX should be included

**Configuration of Desktop Computers:**

Sl No.	Item/Description	Qty.
i	Intel Core 2 Duo 8400, 3GHz, 6MB L2 cache and 1333Mhz FSB or Inter I5 Processor with following configuration. Intel Q35 or better on OEM Motherboard Integrated Graphics, 2 PCI (min.) 2 GB 667 MHz DDR2 RAM 250GB 7200RPM Serial ATA HDD. Key Board 104 Keys, Optical Mouse, USB ports DVD-RW- 16X Rewritable 10/100/1000 Gigabit on board Network Port.  Operating System: Windows XP professional/Vista Premium	3 Nos.
ii	17" TFT Digital Color Monitors	3 Nos.

Sl No.	Item Description	Qty.
i	<b>LASER PRINTER FOR PRINTING OF CERTIFICATES</b>	1 no.