



**NATIONAL INNOVATION FOUNDATION - INDIA**  
(Autonomous Body of Department of Science & Technology, Govt. Of India)

## **TENDER DOCUMENT**

**FOR**

**Setting up of Innovation Exhibition  
(Festival of Innovation and Entrepreneurship) FINE  
At Rashtrapati Bhavan, New Delhi during  
March 07-11, 2018**

Cost of the Tender Rs. 500/-

Estimated Value of Tender Rs. 60,00,000/-

Date of Tender Issue	: 29/01/2018 at 12:00 hrs
Last date of Tender Submission	: 15/02/2018 till 11:00 hrs
Opening of Technical Bids	: 15/02/2018 at 11:15 hrs

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## **1. NOTICE INVITING TENDER FOR SETTING UP OF INNOVATION EXHIBITION**

NIF-India invites sealed tenders in Two-Bids (Technical & Financial) for Setting up of Innovation Exhibition. Interested parties may download the tender document from [www.nif.org.in/](http://www.nif.org.in/)[www.eprocure.gov.in](http://www.eprocure.gov.in). The complete tender should reach National Innovation Foundation-India, Grambharti, Amrapur, Gandhinagar - Mahudi Road, Gandhinagar - 382650 latest by 11:00 hrs by 15/02/2018.

Tender no: NIF/2018/ADM/002

## IMPORTANT DATES AND INFORMATION

2.1	Name of work:	Setting up of Innovation Exhibition at Rashtrapati Bhavan, New Delhi
2.2	Implementing agency/Owner Employer/client and source of fund:	National Innovation Foundation – India
2.3	Area / District Covered under the Bid:	Rashtrapati Bhavan, New Delhi
2.4	Management/Implementation Period:	Within 7 days of completion of Tender Process
2.5	Communication for Information, Tender issue, Tender submission, and Tender opening place:	The Director/CIO National Innovation Foundation – India Grambharti, Amrapur, Gandhinagar – Mahudi Road, Gandhinagar – 382650, Gujarat
2.6	Earnest Money Deposit:	Rs 1,20,000/- by Demand draft in favour of National Innovation Foundation - India drawn on any nationalized bank, payable at Ahmedabad – refundable to unsuccessful bidders
2.7	Bid validity:	90 days from due date for submission of bid.
2.8	Last date of Submission:	15/02/2018 Till 11:00 hrs
2.9	Technical bid opening:	15/02/2018 at 11:15 hrs
2.10	Security Deposit:	5% of total cost of works as per price bid (applicable to successful bidder)

## **2. GENERAL INSTRUCTIONS AND CONDITIONS FOR SUBMISSION OF TENDER**

For the purposes of this Tender Document, the National Innovation Foundation – India, Grambharti Amrapur, Gandhinagar – Mahudi Road, Gandhinagar – 382650 shall be referred to as ‘NIF’ and the intending, participating and successful bidders to this Tender Document shall be referred to as ‘**BIDDER/CONTRACTOR**’

**The tender document may also be downloaded from our web site [www.nif.org.in/www.eprocure.gov.in](http://www.nif.org.in/www.eprocure.gov.in). The Bidder who had downloaded the tender document should submit separate DD for the application fee of Rs.500/- along with the tender document; else tender document for the bid will not be accepted.**

### **(A)INSTRUCTIONS**

- (1) The Bidders who are interested in participating in the tender must read and comply with the instructions and the terms and conditions contained in the tender document.
- (2) The bids shall be filled in by the Bidder clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of NIF to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- (3) The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, site conditions, safety and health aspects and norms to be observed, etc. at the time of submitting their bids. The Bidder is deemed to have examined and understood the tender document, obtained his own information in all matters whatsoever that might affect the carrying out the works expressly mentioned or works which may have to be carried out to fulfill his contractual obligation within the scheduled rates and to have satisfied himself to the sufficiency for his offer.

- (4) The Bidders are required to fill in complete and accurate details as required under the tender documents. Failure to furnish all the information as required under the bid documents or submission of a bid containing deviations from the contractual terms and conditions, specifications or requirements shall be treated and rejected as being non – responsive.
- (5) The Bidders are expected to carefully examine all instructions, forms, terms and specifications in the bid documents and to fully inform themselves as to all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any errors, discrepancies or omissions are found in the documents or any Bidder is in doubt as to the true meaning or interpretation of any part, he shall seek necessary clarifications. However, no claim of any nature on account of any errors found in the tender documents shall be entertained.
- (6) The bids shall be required to be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and bids submitted thereafter shall not be accepted and considered.
- (7) The tender documents shall not be transferable.
- (8) Conditional offers shall be rejected at the outset.
- (9) A particular Bidder shall be allowed to make and submit only one bid document. A Bidder shall not submit more than one bid, either in the same name or entity or through any partnership, LLP, joint venture or the like.
- (10) NIF reserves the right to amend and modify the bidding documents at any time prior to the deadline for submission of bids, either at its own discretion or in response to a clarification requested by a prospective Bidder. In such cases, the NIF may in its discretion extend the deadline for submission of bids in order to

facilitate the prospective Bidders for incorporating the effect of the amendment in their bids.

- (11) The Bidders shall bear all costs and expenses associated with and incidental to the preparation and submission of their respective bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations, etc. and NIF shall not be liable in any manner for the same.
- (12) In the event that the successful Bidder is a joint venture formed of two or more companies, then each such company or entity shall be jointly and severally liable for all the obligations envisaged under the tender documents and this shall be primary condition of such joint venture arrangements.
- (13) The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the bid forms, attachments and other supporting documents submitted by the Bidder.
- (14) NIF reserves the right to qualify/disqualify any applicant without assigning any reason.

**(B) EARNEST MONEY**

- (1) The Bidder shall deposit a tender fee of Rs. 500/- (Rupees Five Hundred Only) which amount shall be non-refundable and amount as earnest money deposit ('EMD') at the rate of 2% (Rs. 1,20,000/-) of the annual contract amount along with the bid. The EMD and tender fee shall be in the form of Demand Draft in favour of National Innovation Foundation - India payable at Ahmedabad.
- (2) The earnest money deposited along with the bid documents for the present tender shall be in respect of the present tender document only and the contract to be hereby awarded only. No Bidder shall be entitled to request or claim for

transferring and appropriating any previously deposited amount or performance security amount or for adjusting any outstanding bill amount with the earnest money payable with the bid documents.

- (3) The EMD of the successful Bidder will be returned after the Bidder provides a Security Deposit as required.
- (4) The EMD paid in the form of demand draft will be refunded by means of account payee cheque or return of the same DD to the unsuccessful Bidder as soon as the tender process is completed.
- (5) Any bid not accompanied with EMD and Tender fee or if the same are found to fall short, the bid will be rejected. Tender fees and EMD should be submitted in physical form directly to NIF.
- (6) No interest shall be payable on EMD.
- (7) The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

### **(C) MODE OF SUBMISSION OF BID**

- (1) The sealed bidding documents should be delivered in the Administration Section of NIF on or before the stipulated date and time. The technical bid and the financial bid must be sealed in separate envelopes super-scribing “**Technical Bid**” and “**Financial Bid**” and both these two envelopes must be placed in a third envelope super-scribing “Tender for Setting up of Innovation Exhibition (FINE) at Rashtrapati Bhavan, New Delhi”. This third envelope should be sealed (**glued properly along with tapped**). **Stapled or open tender will be forfeited**. It should be delivered to: “The Director / Chief Innovation Officer, National Innovation



Foundation - India, Grambharti, Amrapur, Gandhinagar - Mahudi Road, Gandhinagar - 382650."

- (2) No bid shall be accepted unless it is properly sealed and marked as instructed above. Bidders shall not be allowed to fill in or seal their Bids at the NIF office.
- (3) If the packet and the envelope are not sealed and marked as instructed above, NIF shall assume no responsibility for the misplacement or premature opening of the bid submitted. A Bid opened prematurely due to this cause shall be rejected by NIF and returned to the Bidder.
- (4) Telegraphic bids or bids through fax or email shall be treated defective, invalid and rejected. Only detailed complete bids in the form indicted above received prior to the closing time and date of the bids shall be taken as valid.
- (5) The rates and amounts offered by the Bidder shall be quoted clearly written in figures and in words. The words shall be written clearly in English and shall be free from any aberrations, deletions, corrections and overwriting. In case of any illegibility of the offer submitted by Bidder the interpretation by NIF shall be final and binding on the Bidder. If any ambiguities are observed in the rates and amount given in words and figures then the rate quoted in words shall be taken as correct.
- (6) Bidders sending their bids through courier/ by Speed post/by Person should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for courier/Speed Post/by Person shall be granted.

**(D)METHOD OF TENDERING SIGNATURE**

- (1) The Bidder shall ensure that the bid document submitted by it shall contain the name, residence and place of business of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual signature and seal.

The name of all persons signing should also be typed or printed below the signature on each page.

- (2) Each page of the Tender documents must be stamped and signed by the person or authorised persons of the Bidder entity who are submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of NIF. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**
- (3) A copy of the authorization letter/power of attorney/board resolution for the purposes of signing and submitting the present tender documents shall be attached with the tender documents.
- (4) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- (5) Erasures or other changes in the Bid Documents shall be initialled by the person signing the Bid.
- (6) Bids not conforming to the above requirements of signing may be disqualified.

#### **(E) MODIFICATIONS & WITHDRAWAL OF BID**

- (1) The Bidder shall not be entitled to withdraw or modify the offer and rates quoted by him/it once the same have been duly submitted.
- (2) The above shall however not affect any modifications or withdrawals made by the Bidder in pursuance of any clarification issued by NIF or any modification or amendment made by NIF in respect of the tender documents and the contract terms and obligations to be performed. In such event, the Bidder shall ensure that

the revised bid be submitted within the prescribed deadlines or any permitted extensions thereof. Any bid not submitted within such time frames shall be rejected.

- (3) In the event any Bidder withdraws his bid during the validity period of the bid or fails to comply with the aforementioned conditions, then the EMD paid by such Bidder shall be forfeited.

**(F) EFFECT & VALIDITY OF BID**

- (1) The Bid offer shall be kept valid and shall have the validity period of ninety days from the due date for submission of bid.
- (2) In case any bidder quotes a lower validity period than that called for above, his offer shall be rejected.
- (3) The submission of any Bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim, against the Company for rejection of his Bid. The Company shall always be at liberty to reject or accept any Bid or Bids at his sole discretion and any action will not be called into question and the Bidder shall have no claim in that regard against the Owner.

**(G) OPENING OF BID**

- (1) NIF shall open the bids Technical and Financial bids on the scheduled dates of which the Bidder shall take note and the Bidder, either himself or through an authorized representative shall remain present at such opening. In the event any authorised representative of a Bidder is sent to such opening then such person shall be required to carry an authorization letter for the same.

(2) It is hereby clarified that the absence of any Bidder or his authorized representative at such opening shall not affect the legality of such opening and NIF shall be entitled to continue with such opening of bids even in the absence of the Bidders or any of them, and no claim or objection on this ground shall be entertained.

(3) The Bidders and their authorised representatives participating in the opening shall be required to sign the attendance sheet.

## **(H) EVALUATION & COMPARISON OF BID**

### **SELECTION PROCESS**

#### **I. Stage one**

For shortlisting an agency the following criteria would be considered:

a) The bidder must have prior experience of carrying out the work relevant to the task in Government organizations on at least 3 occasions during the last 3 years. Relevant documents/certificates/ portfolio shall be submitted along with the technical bid in support of their claim.

b) The bidder should have an annual turnover of minimum Rs. 75 lakhs in last 3 financial years in execution of similar contracts. Certified copies of the balance sheet/account statements for the last 3 years shall be submitted along with the technical bid in support of their claim. In addition, Annexure-B to be filled and submitted along with the technical bid.

The selection committee will review the background, relevant experience, portfolio, Conceptual exhibition design of the bidders to select the agency for STAGE TWO.

The decision of selection committee of NIF in this regard will be final and binding.

#### **II. Stage Two**

The qualifying bidders in technical bid will have to make a presentation with the help of models / 3D presentations based on the conceptual exhibition design before the Committee on 15<sup>th</sup> February 2018 starting from 2.00 P.M. onwards.

At the end of this stage, each bidder will have a technical score T (out of 100) (Table 1).

SN	Table-1 Design presentation	Max Score
A	Prior experience in executing similar projects. a) Experience (in years) b) Number of similar exhibitions executed c) Working with/for various departments of Government of India/State Government.	20
B	Credibility of the agency, feedback, recognition, awards etc.	20
C	Assessment of scope, Presentation on conceptual design of exhibition	60
	Total	100

Up to five bidders will be shortlisted based on the score (T) for financial bid.

### III. Stage Three

The financial bid will be opened only of the shortlisted/qualified bidders. Accordingly, the financial score (F) for each of these shortlisted/qualified bidders will be calculated. The lowest bidder would be awarded a financial score of 100. The Cumulative score (C) will be evaluated based on the following ratio 60 (T): 40 (F).

Financial score (F)		$(\text{Lowest price quote}/\text{Price quote of the bidder}) \times 100$
Cumulative score (C)		$\{60 * (T) + 40 * (F)\} / 100$

The firm getting highest Cumulative score (C) based on technical and financial evaluation will be awarded the contract.

- (1) Upon opening the Bids, NIF will examine the Bids to determine whether they are complete, whether any computational errors or any alterations have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.
- (2) Upon evaluation of the propriety of the bid documents as submitted, the bids shall be evaluated to ascertain whether it meets the eligibility criteria as specified in the tender document.

- (3) The technical bids shall be evaluated based on the available documents submitted by the Bidder. In the course of its evaluation, NIF shall be entitled to ask for clarifications from the Bidders in respect of the bids submitted by them. Any clarification submitted by a bidder that is not in response to a request by NIF shall not be considered. The request for clarification and the response shall be in writing.
- (4) If a bidder does not provide clarifications of its bid by the date and time set by NIF, their bid may be rejected.
- (5) Financial bid will be opened for the qualified technical bidders.

**(I) RIGHT OF REJECTION OF TENDER**

- (1) NIF reserves the right to accept or reject any bid or to cancel the Bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform or afford reasons to the affected bidder or bidders regarding the same.
- (2) Any Tender without EMD and Tender fee will be treated as non-responsive and shall be rejected at the outset itself.
- (3) NIF reserves the right to split the scope & quantity to more than one agency among the Bidders.
- (4) NIF reserves the right to disqualify any bidder if such bidder quotes any abnormally high or low rates in the bid document/price bid and prohibit such Bidder from future participation in any bid with NIF.

**(J) AWARD OF CONTRACT**

- (1) The successful Bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail. Such successful Bidder shall be required to

tender his/its acceptance within three days from the date of receipt of such Letter of Intent or Letter of Award/Work Order as the case may be, failing which the same shall stand cancelled and the EMD shall be forfeited.

(2) Further, the successful bidder shall pay an amount of 5% of Contract amount towards Performance Security.

### **3. MINIMUM ELIGIBILITY CRITERIA**

**Director/CIO - NIF India reserves the right to modify or relax the eligibility criteria in case none of the Bidder is able to fulfil the required criteria.**

**No relaxations will be given as far as statutory requirements are concerned.**

The Bidder must have a **minimum financial annual turnover** of Rs. 75 lakhs in each of past 3 financial years (2014-15, 2015-16 and 2016-17). Audited Financial documents of balance sheets & P&L account shall be provided by bidder.

- a) Income tax statement of last three years.
- b) Service Tax Registration certificate/GST Registration.
- c) PAN No.
- d) Work orders of similar nature in last 3 years to be attached.



#### **4. SPECIAL CONDITIONS OF CONTRACT**

##### **(A) CONTRACT PERFORMANCE GUARANTEE**

- (1) The successful Bidder, to whom the work is awarded, shall be required to furnish a Contract Performance Guarantee/Security Deposit (SD) as security for the due performance of the Contractor's obligations and the same shall be equivalent total cost of the work of 5% shall be deposited by way of a Demand Draft drawn in the name of 'National Innovation Foundation of India' payable at Ahmedabad from any nationalized bank and the same shall be kept valid for a period of 90 days.
- (2) The same shall be returned to the Contractor after settlement of all dues.
- (3) In the event the contract is terminated by NIF on account of the fault of the Contractor before the determination of the Contract Period, or the Contractor abandons the work and its obligations under the contract during the Contract Period, then the SD amount shall be forfeited by NIF.
- (4) Any delay in submission of initial SD will entitle NIF to cancel the contract.

##### **(B) CONDITIONS OF ENGAGEMENT OF SECURITY PERSONNEL**

- (1) The Contractor shall deploy such security personnel and manpower as shall be necessary and requisite for performing the obligations of the Contractor under the contract. The Contractor shall deploy manpower suitably qualified and sufficiently numbered for the due and timely execution of the works under the contract.
- (2) The Contractor shall not employ any person of age below 21 years and above the age of 50 years and the persons so engaged shall be sound in health capable of performing their work as per instructions and should not be suffering from any illness, infection and disease.

- (3) The Contractor shall, as far as possible, engage and deploy Ex - Servicemen as security guards and supervisors for the purposes of providing the security services hereunder and any violation, if made intentionally, shall be sufficient reason for cancellation of contract.
- (4) The Contractor shall issue necessary identity cards recognized by Govt. of India to its personnel and shall keep and maintain a complete record of all the personnel.
- (5) The Contractor shall appoint a supervisor who shall co-ordinate with NIF's authorised representative for the daily arrangement. They shall maintain a daily personnel deployment register in which day to day deployment of personnel will be entered. The Contractor in co-ordination with the authorised representative shall ensure the availability of adequate manpower on a daily basis. As per the instruction of authorised representative they have to allot the places/days and execute the same in specified time.
- (6) Contractor shall indemnify NIF from any liabilities arising out of the employment of the manpower.
- (7) NIF shall have the rights to remove any deployed personnel from the duty whose conduct is found to be improper and whose presence and participation in the rendering of any services under the contract is considered to be undesirable.
- (8) All liabilities arising out of accident or death of any personnel while on duty shall be borne by the Contractor.
- (9) The Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, damage to infrastructure or misuse of the areas of the NIF.
- (10) In the event of any loss caused to the NIF, as a result of any lapse on the part of the Contractor as may be established after an enquiry conducted by the NIF such loss will be made good from the amount payable to the Contractor. The decision of Director, NIF in this regard will be final and binding on the Contractor.

- (11) The Contractor shall do and perform all services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the directions enumerated herein and in accordance with such directions, which NIF may issue from time to time and which have been mutually agreed upon between the two parties.
- (12) Any liability arising out of any litigation (including those in consumer courts) due to any act of Contractor's personnel shall be directly borne by the Contractor including lawyer's fees, all expenses/fines. The concerned agency personnel shall attend the court as and when required.

### **(C) FINANCIAL TERMS**

#### **(1) Payment Terms**

- (a) The Contractor shall be paid in stages as mentioned under:
- (i) 25% payment along with work order.
  - (ii) Balance payment after completion of work and receipt of invoice.
- (b) Upon receipt of the invoice complete as above, NIF shall disburse the payment to the Contractor within a period of 15 days from the receipt of such complete invoice.
- (c) The service tax/gst amount shall be shown separately on the invoice alongwith the applicable registration numbers.
- (d) All the payments to be made to the Contractor by NIF shall be made through NEFT/RTGS/DD only with applicable TDS in accordance with the Govt. of India/RBI guidelines from time to time.
- (e) Administrative Service charge (Bid Value) claimed for providing security contract shall not be raised at any cost during the contract period for any reason, force majeure etc.

#### **(2) Permissible Deductions**

All costs, charges, expenses, wages, statutory dues payable by the Contractor under the terms of the contract or as per the applicable laws, in respect of which

he makes default in payment, shall be the liability of the Contractor. Such amounts or dues may be paid by NIF in which case NIF shall be entitled to recover the same from the Contractor by deducting the said amounts from the Contractor's monthly invoice.

(3) Other Financial Terms

- (a) The rates shall be final and firm for the entire Contract Period including extension, if any, and shall not be subjected to any escalation whatsoever.
- (b) The Contractor shall not be entitled to claim any amounts towards escalation cost, idle manpower.
- (c) The Contractor shall be liable to bear and pay for any expenses or cost that may be required to be incurred on account of any accident caused to any of its personnel working during the Contract Period.
- (d) The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same.

## **5. GENERAL CONDITIONS OF CONTRACT**

### **(A) COMPLIANCE OF ALL STATUTORY OBLIGATIONS**

- (1) All the personnel employed by the Contractor for executing the contract for work shall be the employees of the Contractor only. The Contractor alone shall be responsible at his own cost and risk for the due compliance of all the applicable labour laws and other statutory obligations with regard to this contract.
- (2) The Contractor shall be required to have been registered and having the necessary licenses and permissions under the various labour law enactments like the Contract Labour (Regulation and Abolition) Act, 1970, Employee Compensation Act, 1923 and Employees Provident Fund and Miscellaneous Provisions Act, 1952 from the date of commencement of the work and he shall obtain and submit the copy of registration certificate, registration code number to NIF, failing which the contract is liable to be cancelled.
- (3) The Contractor shall also obtain and keep in place necessary insurance policies, mediclaim policies, group insurance schemes of adequate value to cover his security personnel, employees with regard to any accidents, injury or the liability under the Employee Compensation Act.
- (4) The Contractor shall observe and be responsible for the compliance of all labour laws, government notifications and shall maintain necessary records for the same and shall submit the same to NIF when so required.
- (5) The Contractor shall duly maintain all records/registers required to be maintained by him under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

### **(B) WORK CERTIFICATION**

- (1) The work done and executed by the Contractor shall be approved and certified by the authorised personnel of NIF in accordance with the terms and conditions

of this contract and the rules and norms of NIF. The Contractor shall be required to furnish satisfactory personnel deployment report to NIF in standard approved Performa.

**(C) FORCE MAJEURE**

The Parties hereto shall be relieved from the performance of the obligations as herein contemplated or from any penal consequences on account of non-performance which is attributable directly to force majeure conditions, which conditions are not in the power, domain or control of the Party affected. The Party seeking protection of such force majeure condition shall be required to send a notice of the existence and continuation of such conditions to the other Party and only thereupon the suspension of obligations shall follow. For this purposes hereof, force majeure conditions shall mean an event beyond the control of the Party and not foreseeable by the Party and shall include events of floods, explosions, riots, wars, hurricane, epidemics, any other Act of God, quarantine restrictions, terrorism, government actions and provided always that such acts result in the impossibility of the further performance of the contract.

**(D) INTERPRETATION**

In case of any dispute with regard to the interpretation of any of the provisions of this document or to the due performance in accordance with the contract terms, the decision of Director, NIF will be final and binding.

**(E) ASSIGNMENT AND SUB-LETTING/SUB-CONTRACTING PROHIBITED**

The Contractor shall not directly or indirectly assign or sub-let any part of the contract to any other party or agency.

**(F) TERMINATION**

A. NIF may terminate the contract if any of the following events occur :-

- i. Contractor is adjudged as insolvent.
- ii. Contractor has abandoned the contract i.e. the Contractor fails to perform the obligations under the contract for a period of 3 days.

- iii. Any of the licenses, permissions or registrations of the Contractor as required under the applicable laws are discontinued/ cancelled or not renewed in time.
- iv. Contractor has neglected or failed persistently to observe or perform his obligations under the contract or performs unsatisfactorily.
- v. The Contractor is found to have acted in breach or violation of any of the safety norms persistently, applicable labour and other laws in relation to the contract and his obligations therein.
- vi. The Contractor commits a breach of the contractual terms and conditions.
- vii. In the opinion of NIF, it is desirable to discontinue with the performance of the contract with the Contractor.

B. NIF shall give the Contractor a three days' notice period to rectify the breach, failing which the contract shall stand terminated on the last date of the notice period without requiring any further notice from NIF in that behalf.

C. Upon such termination, the outstanding dues of the Contractor shall be settled subject to the amounts recoverable by NIF under the contract from the Contractor.

D. The SD amount shall be forfeited if the contract is terminated by NIF on account of the above.

#### **(G)INDEMNITY**

The Contractor shall indemnify and keep harmless NIF from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by NIF which it may sustain, pay or incur as a result of or in connection with the performance/ purported performance/ non-performance of the contract by the Contractor, including but not limited to, any liability or action occurring on account of any litigation, court or government orders.

#### **(H) AMENDMENT**

No amendment or modification or waiver of any provision of these presents, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

#### **(I) SETTLEMENT OF DISPUTES**

- (1) Any disputes or difference between parties arising out of the contract to the extent possible shall be settled amicably between the parties.
- (2) If amicable settlement cannot be reached all the disputed issues shall be resolved by Director NIF and his decision shall be final.

#### **(J) GOVERNING LAW & JURISDICTION**

This contract shall be governed by the Laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction to try and disputes arising hereunder.



## 6. SCOPE OF SERVICES:

- It is expected that the bidder should provide creative exhibition designing and printing of posters, banners and all other branding material as required on site for showcasing innovators exhibits and display area.
- Setting up German Hanger with minimum width of 40 m and accordingly façade, duly covered from all sides with provisions of rain or dust protection.
- Around 150 exhibits of different sizes and weight will be displayed. (Also, Display Stands such as “Maxima” or equivalent should be fabricated suitable to the theme).
- Branding related to outer display such as fascia, side walls, hanging posters, standees etc. as required at the venue and at the gates or roads leading to exhibition should be provided.
- The exhibition area would be about 4000 square meters which should be covered from all sides, with fire proof and water proof material.
- There should be wooden flooring for showcasing exhibits along with brand new stall and passage carpet.
- Agency will be expected to provide fire safety and housekeeping services.
- The exhibition area should be fully air conditioned.
- All electrical requirements related to the setting up, installation and executing of the exhibition need to be provided by the agency.
- Requirements related to power generation for light fixing, air condition, power for prototypes should be from stand-alone Diesel Generator of 150 KVA or more (to be provided by agency for all days including the days of production and after completion of exhibition till the time ground is vacated with all materials). Agency should also maintain adequate Diesel and check it on regular intervals its usage and refilling for all days by their own.
- Providing the provision of two meeting space for 50 persons and 25 persons.
- Providing carpet at front in the outside area as per the approved design and red carpet at the President’s path.
- Providing and fixing of entry - exit gates as per the approved design.

- Providing and fixing of Pagoda (ten numbers) nearer to exhibition pavilion for registration, catering, office purpose or for any other requirement of the event of FINE
- The provision of natural lighting will be preferred during day time.
- Tables (200) nos, Chairs (350) nos, VIP Chairs and VIP SOFA's (for meeting rooms) spot lights, plug point, dust bin, fascia, façade, pedestal fans etc., will be needed in adequate quantity according to need of design/each of exhibits.
- Providing and fixing of false ceiling as per the approved design.
- Providing & fixing of new cloth masking of sides, front & back of structure from inside & outside as per the approved design.
- Providing provision of 25 Full HD LED Televisions (42 inch) with individual remote for each, 1 Video Wall and 1 PA system.
- Providing & fixing of backdrops of approx. size 36 feet x 12 feet and 30 feet x 18 feet and other backdrops as per requirement.
- The agency will have to give structure stability and strength certificate as well as fire safety certificate.
- The agency has to provide crane service for downloading and placing the exhibits (prototypes of innovative technologies) for setting up the exhibition and uploading at the end of exhibition, as and when required.
- Transport related permissions (if any) should be taken cared by agency.
- NIF will facilitate entry of vehicles carrying material needed for setting up of exhibition inside Rashtrapati Bhavan only. The details of vehicle along with necessary documents that will be engaged inside Rashtrapati Bhavan needs to be informed well in advance for seeking necessary permission (If in case odd & even methodology or any system/rule by Delhi Government is followed (if any), then bidder will have to ensure that vehicle with odd numbers be provided on odd dates and vehicles with even number be provided on even dates. All prevailing regulations of Delhi Government on the day of the event prevails)
- Provision of 4 security personnel for round the clock security.
- All the work related to the exhibition should be completed by the evening of March 05, 2018.

**ANNEXURE I:**

**TENDER FORM FOR PROVIDING SERVICES**

1. Names, address of firm / Agency / Company and Telephone No/ \_\_\_\_\_
2. Registration No. \_\_\_\_\_
3. Name, Designation, Address and Telephone No. of authorized person \_\_\_\_\_
4. Please specify as to whether Tenderer is sole proprietor / Partnership firm \_\_\_\_\_
5. Name, Address and Telephone No. of Proprietor / Partners / Directors \_\_\_\_\_
6. Number of PAN Card \_\_\_\_\_
7. Service Tax Registration No./GST \_\_\_\_\_
8. Registration No. under Shops & Establishment Act \_\_\_\_\_
9. Details of Bid Security/Earnest Money Deposit:
  - (a). Amount: \_\_\_\_\_
  - (b). Demand Draft / Pay OrderNo \_\_\_\_\_
  - (c). Date of issue \_\_\_\_\_
  - (d). Name of issuing Bank \_\_\_\_\_
10. Details of Tender Fee
  - (a). Amount: \_\_\_\_\_
  - (b). Demand Draft / Pay OrderNo \_\_\_\_\_
  - (c). Date of issue \_\_\_\_\_
  - (d). Name of issuing Bank \_\_\_\_\_

**Date:**

**(Signature of the bidder)**

**Name:**

**Company seal:**

**ANNEXURE II:**

**(TO BE TYPED ON A LETTER HEAD OF THE AGENCY)**

**UNDERTAKING**

To  
Director/CIO  
National Innovation Foundation - India  
Ahmedabad

**Subject: Tender for providing Innovation Exhibition Services**

Sir,

1. I / We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I / We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself /ourselves to abide by the said terms and conditions.
3. I / We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Act, EC Act, Leave etc. and any other charges applicable from time to time. I / We will pay the wages to the personnel deployed as per central government Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.

**Date:** **(Signature of the bidder)**  
**/Authorized Signatory**

**Company Seal:**

**Name and Address of the Bidder**

**ANNEXURE III:****CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE TENDER**

<b>Sr. No.</b>	<b>Items</b>	<b>Confirm</b>	<b>Page No.</b>
1.	EMD and Tender Fee		
2.	Tender form with complete technical bid with all pages serially numbered, signed and stamped on each page along with (Annexure-I)		
3.	Declaration by the bidder that he /she has not been blacklisted by the Depts/Ministries of the Govt. of India/State Govt./PSUs		
4.	Undertaking by the bidder on agencies letterhead as described in (Annexure - II)		
5.	Audited Balance sheet of last three years with details of annual turnover certified by CA (2014-15, 2015-16, 2016-17)		
6.	Income tax statement of last three years (2014-15, 2015-16, and 2016-17)		
7.	Attested Photo copy of PAN Card		
8.	Service Tax registration certificate copy/GST copy With details of the last payment		
9.	Documents in support of contracts fulfilled in last 3 years along with their values in support of the experience and financial credibility. Copy of work orders to be attached for years (2014-15, 2015-16 and 2016-17)		
10.	Financial Bid /quotation completed and sealed in a separate envelope		

**Date:****Place:****Signature of Authorized Person:****Full Name:****Company's Seal:**