NATIONAL BOOK TRUST, INDIA NEHRU BHAWAN, 5 INSTITUTIONAL AREA, PHASE II, VASANT KUNJ, NEW DELHI – 110 070 www.nbtindia.gov.in

Tender Notice

<u>29.12.2012</u>

Conceptualization, designing and construction of Theme Pavilion at the New Delhi World Book Fair (4-10 Feb 2013) at Pragati Maidan, New Delhi

National Book Trust, an apex body under Ministry of Human Resource Development, Govt. of India requires the services of a professional agency with an annual turnover of Rs. 1.00 crore and above and with previous experience in handling works of similar nature at National and international fairs and exhibitions and events etc.for **conceptualization**, **designing and construction of the Theme Pavilion at the New Delhi World Book Fair from 4-10 February at Pragati Maidan, New Delhi**. The Theme for the New Delhi World Book Fair is "Indigenous Voices": Mapping of India's Folk and Tribal Literature. The Theme presentation will include special exhibit of books on various aspects of folk and tribal culture as well as literary works, exhibit of arts and crafts, performances, workshops and discussions, Ethnic and simple, colorful and vibrant reflecting the cultural tradition of centuries.

A detailed document giving guidelines for submission of tender has been posted on the official websites of the National Book Trust: **www.nbtindia.gov.in** and the same may be downloaded by interested agencies.

Last date for submission of tender is 1700 hrs. on 11th January, 2013 at the NBT office at Vasant Kunj. The Earnest money for the tender is Rs. 50,000.In the event of any corrigendum, the same will be issued on the above mentioned websites.

Deputy Director (Exhibition)
Tel: 011-26707778

TENDER FOR DESIGNING CONCEPTUALIZING AND CONSTRUCTION OF THEME PAVILLION FOR NEW DELHI WORLD BOOK FAIR

DATE OF ISSUE : 31st December, 2012

DATE OF PRE-BID : 3rd January, 2013 at

CONFERENCE 11.00 hrs at NBT Vasant

Kunj Office

LAST DATE FOR :11th January, 2013 upto

SUBMISSION 17.00 hrs.

DATE OF OPENING: 12th January, 2013 at

11.00 Hrs.

NATIONAL BOOK TRUST, INDIA NEW DELHI

NOTICE INVITING TENDER

Subject: Tender for designing conceptualization and construction of Theme Pavilion at the New Delhi World Book Fair to be held at Pragati Maidan,

New Delhi from 4th to 10th February

National Book Trust, India (NBT) an apex body established by the Ministry of Human Resource Development, Government of India is involved in Book Promotion activity in the country. As a part of its book Promotion activity NBT organizes New Delhi World Book Fair in Pragati Maidan, New Delhi. The New Delhi World Book Fair 2013 is going to be held from 4-10th February. The theme for New Delhi World Book Fair 2013 is "Indigenous Voices": Mapping of India's Folk and Tribal Literature. As a practice, an entire pavilion is dedicated to Theme is constructed during the NDWBF.

2. NBT requires the services of a professional agency with an annual turnover of Rs. 1.00 crore and above and with previous experience in handling works of similar nature at National and international fairs and exhibitions and events etc. for conceptualization, designing and construction of the Theme Pavilion at New Delhi World Book Fair as per the scope of work given below.

3. Scope of Work:

- 3.1 Conceptualization, designing and construction of Theme Pavilion and provide other related ancillary services for the Theme Pavilion.
- 3.2 Theme for the New Delhi World Book Fair is "Indigenous Voices": Mapping of India's Folk and Tribal Literature. The Theme presentation will include special exhibit of books on folk and tribal literature, display of fold and tribal art and crafts, space for holding workshops and discussions etc. The concept should be ethnic, simple and colourful so as to match the theme. In presenting this theme program, a special exhibit of books on various aspects of folk and tribal culture will be the main focus. Books in English and all Indian languages related to studies on tribalism, folk and tribal lore, art and culture, performances, music, new writings across various literary genres, legends and myths would be displayed.

3.3 Specification and ancillary requirement

3.3.1 The Theme Pavilion would be located at Hall No. 7E of Pragati Maidan tentatively, the area of which is 718 sq. metre approx. If any bidder is interested in inspection of site, he/she may contact Deputy Director(Exhibition) who would facilitate such visit to the site.

- 3.3.2 The Theme pavilion is expected to bring out the colorful vibrant culture of tribal community preserved and nurtured over centuries. For the purpose various art forms, tribal folklores, performances etc can be used. It is expected that tribal population of all over India would be represented and depicted in the Theme pavilion.
- 3.3.2 The focus however should be on Books .Around 200 books would be displayed in the Theme pavilion. How innovatively books can be displayed amongst all amongst all these would be the USP of the designs.
- 3.3.3 There is expected to be some panel discussion and some performances related to tribals in the theme pavilion.
- 3.3.4 The pavilion should have:
 - Visible and prominently located reception area at the entrance.
 - Area for panel discussion and program. A raised platform can be created for such events.
 - A sitting space for audience for such programs.
 - A good backdrop for theme discussions
 - Proper lighting facilities for highlighting display
 - Good signage system wherever required
 - Display facility of around 200 books on tribals in various languages
- 3.3.5 The scope of work will also include construction of the pavilion at site well in time, maintenance activities during the event and dismantling of the pavilion after the event.
- 3.3.6 The scope of work will cover providing plants to add a green touch to the Pavilion if required, electrical fittings in the pavilion as per requirements, as well as daily cleaning of the pavilion during the course of the exhibition.

4. Submission of tender:

- 4.1 Tender should be submitted in two sealed envelope, **TECHNICAL BID** (Envelope-I) shall contain following documents:
- (i) Details of the Tenderer
 - (a) Profile of the Agency / Company.
 - (b) Details of Technical Manpower and Staff available in house.
 - (c)Track record details of involvement in similar events.
 - (d) Specific experience relating to the event of such nature (Documentary evidence of all needs to be provided).
- (ii) All bidders should submit a self-undertaking that they have never been blacklisted by any Government of India Ministry/Department/Authority/Organization/Agency.
- (iii) Statement signed by a statutory auditor/ Chartered Accountant, indicating turnover of the company, during the last financial year i.e. 2011-12.
- (iv) Latest Income Tax Clearance Certificate / Copy of Returns submitted and PAN.

- (v) Demand draft for **Rs. 500/-** towards **application fee** drawn in favour of the Director, National Book Trust, India, New Delhi.
- (vi) **EMD for Rs. 50,000/-** (Rupee fifty thousand only), in the form of Demand Draft drawn in favour of the Director, National Book Trust. EMD will be returned to the unsuccessful tenderers at the earliest after expiry of the final tender validity and latest on or before the 30th day after the award of the work contract.
- 4.2 **PRICE BID** (Envelope-II) shall contain the financial bid for the project and should include the cost of all following:
 - (a) Designing and conceptualization of theme pavilion
 - (b) Construction of theme pavilion
 - (c) All material and artefacts to be used in the construction of theme pavilion
 - (d) Decoration and display within pavilion
 - (e) Carpeting, lighting, paneling if required
 - (f) Transportation of the materials
 - (g) Signage
 - (h) Expenditure on other activities as listed in the scope of work in para 3.
- 4.2.1 The contractors should quote in figures as well as in the words the rates and amount tendered by them in the financial bid. The rates quoted in the financial bid shall be inclusive of all taxes, levies etc. except service Tax which shall be paid on rates applicable from time to time as per applicable Act. Nothing extra shall be payable in addition to the accepted rate as per the Price Schedule.
- 4.3 Tenders placed in sealed covers (in two envelopes duly marked as TECHINICAL BID (Envelope-I) and Financial BID (Envelope-II) with the name of the project written on each envelope should be placed in the outer envelope and marked on top as "Tender for theme pavilion for New Delhi World Book Fair.". The tenders will be received till 11th January, 2013 up to 5.00 P.M. in the Vasant Kunj office of National Book Trust,India.
- 4.4 The Technical Bid shall be opened on 12th January 2013 at 11.00 hrs. in the presence of the tenderers or their representatives who wish to be present at National Book Trust, India, Vasant Kunj. The technical bids shall be scrutinized by the committee constituted for the purpose. The Committee will assess the ability of the agencies to carry out the requisite work and quality of profile and experience of the agency in the field. The bidders are expected to give presentation of their concept for theme pavilion on 12th January 2013. The bid would be first evaluated technically as specified in the evaluation inpara. Financial bid of only those technically qualified would be opened. The decision of NBT in this regard shall be final and binding. The Financial bids will be opened on the same day.
- 4.5. Tender can be obtained from the office of employer on address mentioned above as per below schedule.

S. No	Tender Schedule	Date and time
1	Issue of tender from employers office	31 st December 2012

2	Date of Pre-Bid conference	3 rd January, 2013 at 11.00 hrs.
3	Date of submission of tender	11 th January, 2013 till 17.00 hrs.
4	Date of opening of tender	12 th January, 2013 at 11.00 hrs.

5. Evaluation Criteria:

- 5.1 The evaluation would be on both Technical and Financial Bids
- 5.2. First the technical bid would be opened only those who have submitted all the documents spelt out in the eligibility criteria would be evaluated first technically.
- 5.3 The criteria for Technical Evaluation are as below:-

A.

S.No.	Criteria	Scoring
1	Organisational strength of the company and its experience in executing such works nationally and internationally (as per item (i) under 4.1)	30 marks
2	Overall Concept and design of the Theme Pavilion	50 Marks A. Concept & Design – 30 Marks B. Effective Utilization of Space –10 Marks C. Innovative ideas for the pavilion and display of books - 10
3	Experience and expertise of key personnel handling the project	20 Marks

The Concept / Design of the India Pavilion with layout, decoration plan, etc. as indicated above **must be submitted in hard copy as well as on CD**

Minimum marks required to qualify technically is 60. Financial quotation of only those who qualified technically would be opened.

5.4 Financial Score would be as follows:

Lowest financial quote will be given score of : 100 marks

2nd Lowest financial quote will be given score of : 80 marks

3rd Lowest financial quote will be given score of : 60 marks

4th Lowest financial quote will be given score of : 40 marks

5th Lowest & onwards financial quote will be given score of : 20 marks

The final evaluation would be done on the basis of Composite score. The final selection will be on aggregate of the technical and financial assessments. 70% weightage will be assigned to technical aspects and 30% to financial bid. The Bidder who has secured the highest Composite Score shall be declared the preferred Bidder.

5.5The Composite score would be worked out as below:

Bidder's Score (A)	Weight (B)	Weighted Score (C) = $(A)X(B)$
Technical Score	70%	X
Financial Score for those	30%	Υ
found eligible in Technical Bid.		
Composite Score of the Bidder		(X + Y)

- 5.6 The Preferred Bidder would be selected as per criteria mentioned. However, in the event that two or more Bidders secure exactly the same Composite Score, then NBT reserves the right to:
 - a. Declare as Preferred Bidder who's Technical Score is highest among such Bidders who have secured exactly the same Composite Score.
 - b. Invite fresh Proposals from these Bidders, or take any such measure as may be deemed fit in its discretion, including annulment of the bidding process.

6.Terms of Payment:

No advance payments will be made. Payment will be made to the successful bidder as per the following schedule:

- (i) Payment of 50% of the total contractual amount will be made by cheque / bank draft/ electronic transfer on completion of construction of the Pavilion on satisfactory completion of the project duly certified by the Committee members.
- (ii) Payment of balance 50% of the value of the contract will be made by cheque / bank draft / electronic transfer New Delhi, after dismantling and completion of the event.

7. Pre- Bid meeting

A pre- bid meeting to clarify any queries regarding the tender will be held in the office of the Trust at VasantKunj on 4th **January**, **2013 at 11.00 hrs.** Any person interested in submitting bids may come for the pre bid conference.

8. Earnest money

- 8.1 Earnest Money of Rs. 50,000/-(Rupees Fifty Thousand only) should be submitted in the form of a Demand Draft/ pay order along with Technical bid of their tender.
- 8.2 Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited to the Government.
- 8.3 The tenders without Earnest Money Deposit will be summarily rejected.
- 8.4 No claim shall lie against NBT in respect of erosion in value or interest on the amount of Earnest Money Deposit or security deposit.

9. Validity of bids

The bids shall be valid for a period of 30 days from the date of opening of the tenders. This has to be so specified by the tenderer in the financial bid.

10. Performance Security

The bidder would have to submit a performance guarantee to a value of 10% of the basic value of contract in the form of DD to NBT within 10 days from the day of issue of work order. The earnest money i.e. Rs. 50,000/- (Rupees Fifty Thousand only) shall be adjusted against the performance security to be submitted by the successful bidder. The performance security can be forfeited by order of the NBT in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observation of any condition of contract. On expiry of the contract, such portion of the said security deposit as may be considered by NBT sufficient to cover any incorrect or excess payments made on the bills to the firm shall be retained until the final audit report on the account of firm's bill has been received and examined.

11. Period and terms of Delivery

The site would be handed over to the contractor on 1st February, 2013 at 10.00 hrs. The work should be completed by 3rd January 2013 by 20.00hrs.

12.Penalty

In case of delay, a penalty @ Rs. 25,000/- per hour would be imposed by NBT and the same would be deducted from payment due to the contractor.

13. Storage of Materials

The contractor shall not store materials and debris within the premises other than the work site handed over to him. In case of any penalty imposed by ITPO on violation of this would be recovered from the contractor.

14. Liquidated Damages

- 14.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. However, deliveries be made after expiry of the contracted delivery period without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 14.2 below.
- 14.2 Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5% of the value of the delayed supply for each week of delay or part thereof for a period up to 10 weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for another ten weeks of delay. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

15. Force Majeure

15.1 If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such

eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such nonperformance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may at lists option, terminate the contract.

15.2 Provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the supplier at a price to be fixed by the purchaser, which shall be final all unused undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the supplier may with the concurrence of the purchaser elect to retain.

16. Insolvency etc.

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified the NBT shall have the power to terminate the contract without previous notice.

17. Breach of terms and condition

In case of breach of any of terms and conditions mentioned above, the Competent authority will have the right to cancel the work order without assigning any reason therefor and nothing will be payable by this Department in that event and the security deposit shall also stand forfeited.

18. Subletting of work

The firm shall not assign or sublet the work/job or any part of it to any other person or party. The tender is not transferable. Only one tender shall be submitted by one tenderer.

19. Right to call upon information regarding status of work

NBT will have the right to call upon information regarding status of work/job at any point of time.

20. Access

Any authorized representative of the NBT shall at all reasonable times have free access to the works and /or to the workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall give every facility to NBT or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of NBT no person shall be allowed at any time without the written permission of the NBT.

21. Clearing site on completion

On completion of the works the contractor shall clear away and remove from the site all surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the NBT. The rate quoted by the contractor shall include all such contingencies.

22. Disclaimer

The near relatives of employees of the NBT are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family'
- (b) Their spouses'
- (c) The one related to the other in the manner as father, son(s), son's wife, daughters & daughter's husband, brothers and brother's wife, sisters and sister's husband.

23. Arbitration

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing Sole Arbitrator to be appointed by the Chairman, NBT. Such request shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The arbitration proceedings shall take place at New Delhi and shall be conducted in English. The provisions of Arbitration and Conciliation Act and the rules framed there under and in force shall be applicable to such proceedings.

24. Legal jurisdiction

The agreement shall be deemed to have been concluded in the National Capital Territory of Delhi and all obligations hereunder shall be deemed to be located at the NCT of Delhi and the Court within NCT of Delhi will have jurisdiction to the exclusion of all other Courts.