

National Museum of Natural History
(Ministry GOVERNMENT OF INDIA
of Environment & Forests)

FICCI Museum Building, Tansen Marg, New Delhi – 110 001.

No.10 (07)/11-12/NMNH/Admn

Dated: 15th February 2012.

Subject: Tender for providing and fixing of wooden panel in this office.

Sealed tenders (packing PVC/Tape/Sealing wax) are invited from interested firms fulfilling the qualifying criteria for providing and fixing of wooden panel to the National Museum of Natural History, Ministry of Environment and Forests, FICCI Museum Building, Tansen Marg, New Delhi as per the terms and condition detailed out in the following paragraphs.

2. **Opening of Tenders:** The tenders received will be opened at 1600 hours on 21/02/12 in the presence of the authorized representatives, if any, of the bidders in this office. Request for extension of opening date of tenders will not be considered. Quotation will also be opened on scheduled date and time in case of non-presence of any representative of the firms.

2 (i) If there is holiday on the date of opening of tender then the tenders shall be opened at 1530 hrs on next working day.

3. **Qualifying Criteria:** Only firms having experience of at least 2 to 5 year for undertaking of interior decoration/supply of wooden material work etc at Government Ministries/ Departments/ Government Organizations/ PSUs/ Corporate Sector etc. need to apply. While submitting the tender, the intending tenderer shall have to furnish to NMNH self attested copies of following certificates/documents:

- i) At least 2 to 5 year experience of interior decoration work/ supply order of wooden material /renovation work etc.
- ii). Annual turnover upto Rs. 10 lakh or above consecutively for last five financial years.
- iii) Copy of order regarding executed above stated work.
- iv) Valid certificate of income tax clearance, service tax registration, VAT and having TIN and PAN number.
- v) Details of the firm/company in case of Partnership Firms
(Documents of qualifying criteria should be self attested by the authorize representative of the firm)

4. **Tender can be downloaded from our website nmnh.nic.in containing specification wooden panel and terms and conditions.**

5. **Earnest money** deposit amounting of Rs.5,000/- (Rupees Five Thousand Only) in form of DD/Pay order in favour of P&AO, Ministry of Environment & Forests, New Delhi along with self attested documents of eligible criteria. The amount of the earnest money deposit will be released to unsuccessful firms after the finalization of the contract.

6. **The financial bid to be submitted in the prescribed format as per 'Annexure-A'.**

7. **The envelop super scribed as "Tender for providing and fixing of wooden panel" in National Museum of Natural History, FICCI Museum Building, Tansen Marg, New Delhi-1 and addressed to Scientist C/Head of Office, FICCI Museum Building, Tansen Marg, New Delhi, either should be handed over to the undersigned upto 1500 hours on 21.02.2012.**

8. The Director/NMNH reserve the right to reject any or all tenders without assigning any reason whatsoever.

9. **Period of contract:** Initially the said contract will be awarded for a period of one year which may be extended from the date on which contract is awarded.

10. **BID PRICES:** The rates should be mentioned in figure as well as in words exclusive taxes and levies. The taxes and other levies, if any, should be indicated separately. In case nothing is mentioned, it will be assumed that taxes/other levies are included in the rates quoted.

(i) The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

7. Debarring Conditions:-

(i) Firms/companies/dealers registered in the name of any employee of NMNH or their close relative is debarred from submitting bids under this notice. **(Annexure-II).**

(ii) No sub-contracting of the Service allotted is permissible by NMNH. The near relatives of all NMNH employees either directly recruited or on deputation are prohibited from participation in this tender.

(iii) The contractor shall not engage any person below 18 years of age for dealings with NMNH

8. Performance Security: (Annexure-IV)

8.1 The successful bidder shall be required to deposit an amount to Rs. 10,000/- (Rupees ten thousand only) in the form of FDR/Bank Guarantee hypothecated to Pay and Accounts Officer, Ministry of Environment and Forests, New Delhi which to be valid throughout the period of contract. Performance Security will not bear any interest while in the custody of MOEF.

8.2 The earnest money of the successful tenderer will be released only after receiving of performance security.

8.3 Performance Security will be discharged only after completion of the contractor's performance obligations under the contract.

8.4 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for NMNH to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

9. **BID FORMAT:** . Format of Financial Bid is given at **Annexure-1. The format for Financial Bid shall not be changed in any manner.** All Columns should be furnished with relevant details and no column should be left blank. Addition / deletion / alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.

10. **LAST DATE OF SUBMISSION OF BIDS:**

10.1. Bids must be received by the NMNH at the address specified in para 7 of NIT not later than 21.02.2012 up to 1500 hours on due date.

10.2 The NMNH may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 2 in which case all rights and obligations of the NMNH and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

11. The successful bidder shall into a PRE CONTRACT INTEGRITY PACT with the competent authority of National Museum of Natural History, Ministry of Environment and Forests on being informed about intention of the NMNH to award the contract. Format of the PRE CONTRACT INTERIGTY PACT will be signed with the successful bidders.

12. **PERIOD OF VALIDITY OF BIDS:**

12.1 Bid shall remain valid for 120 days after the date of bid opening prescribed by the NMNH. A bid valid for a shorter period shall be rejected by the NMNH as non-responsive.

12.2. In exceptional circumstances, the NMNH may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under clause 5 shall also be suitably extended as asked for. A bidder accepting the request and granting extension will not be permitted to modify his bid.

13. **SIGNING OF CONTRACT:**

13.1 The successful tenderer shall have to execute an agreement which to be signed between nominated officer with the successful bidders.

14. PAYMENT TERMS:

Payment shall be made on 100% completion of work against a particular work order. At no point of time running payment shall be made.

15. PRICES:

Price once fixed will remain valid for the entire period of contract. Government taxes and levies shall be paid as applicable from time to time.

Fall Clause: the rates charged should be in no event exceed the lowest rates of identical description supplied to any other organization during the period of the contract. If so, the successful contractor should pass the benefits to NMNH also.

16 DELAYS IN THE CONTRACTOR'S PERFORMANCE:

16.1 Delay by the bidder in the performance of its delivery and service obligations shall render the bill liable to any or all the following sanctions, forfeiture of its performance security, imposition of liquidated damages to the maximum of 10% of particular work order and /or termination of the contract for default.

16.2 If at any time during performance of the contract the bidder should encounter conditions impeding timely delivery of the work and performance of service, the contractor shall promptly notify to the NMNH in writing of the fact of the delay, its likely duration and its causes(s). As soon as practicable after receipt of the contractor's notice, the NMNH shall evaluate the situation and may its discretion extend the period for performance of the contract in writing after mutual discussion with the contractor. The contractor shall not be entitled for any escalation, compensation or damages for the period of extension so granted for whatsoever reason(s). The decision of the NMNH in this regard shall be final and binding and no dispute in this regard is arbitrable.

**(Dr. Smt. Reena Dey)
Scientist C/Head of Office**

FINANCIAL BID

Tender No. 10(07)/2011-12/NMNH/Admn.

Subject: Providing and fixing of wooden panel.**RATE QUOTATION**

Sl. No.	Specification of work	Rate per sq feet/meter	Applicable Taxes
1	Wooden paneling made of 2" x 1 ½ " kailwood/chap wood frame duly black Japan paint on batta duly black Japan Paint to avoid termite with 12 mm pre - laminated board ISI mark duly fixed with iron clips and grooves and teak wood Moulding on top duly lacquer polish.	In figure: In words:	

Note:

- (i) The service tax and other levies, if any, should be indicated separately, in case nothing is mentioned, it will be assumed that taxes/other levies are included in the rates quoted.

Certificate:

Having examined the tender documents, terms and conditions stipulated therein, specification of work etc., we the undersigned offer to execute the work of the subject cited above in conformity with the said specification and condition of contract at the rates quoted in the schedules of rates as above. If our bid accepted, we shall submit the securities as per the condition mentioned in the contract. We agree to abide by this bid for period of 120 days from the date of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Dated:

Signature of Authorized Signatory

NAME OF THE AGENCY WITH SEAL

CERTIFICATE

I.....s/o.....r/o.....
hereby certify that none of my relative(s) as defined in the tender document is/are employed in NMNH as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, NMNH shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed.....

Name (Caps).....

Position.....

Date.....

ANNEXURE-III

(To be executed on Bond Paper of Rupees one Hundred)

Agreement

AGREEMENT FOR ACTING AS CONTRACTOR at National Museum of Natural History (Ministry of Environment & Forests), FICCI Museum Building, Barakhamba Road, New Delhi.

Contract Agreement No..... dated..... An agreement for cleaning work at National Museum of Natural History (Ministry of Environment & Forests)(hereinafter called the contract) is made thisDay of Between M/shaving it's office situated atNew Delhi through Mr..... (hereinafter called the Contractor), which terms shall unless excluded by or repugnant to the subject or context, include its successors and permitted assignees of the one part.

And the National Museum of Natural History(Ministry of Environment & Forests), New Delhi (hereinafter called the company which term shall unless excluded by or repugnant to the subject or context, include its successors and assignees) on the other part for the purpose for providing and fixing of wooden panel at National Museum of Natural History (Ministry of Environment & Forests) FICCI Museum Building, Barakhamba Road, New Delhi, at the rates quoted and accepted and under the terms and conditions specified in the tender document and its Annexure.

Whereas the Agency has agreed with the NMNH for providing and fixing wooden panel as per the specification mentioned in financial bid set forth in the tender document and its annexure, which shall be treated as an integral part of this agreement. In consideration of the payment to be made by NMNH, the Agency shall duly perform the said operations in the said tender document and its annexure set forth and shall execute the same with great promptness and diligence in a workman like manner to the satisfaction of NMNH and will effect from.....day of2010.....upto..... of2011 and will observe, carryout the work in accordance with the terms and conditions of contract with effect from day of2010 uptoof..... 2011 and will observe, fulfill and honour all the conditions herein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and NMNH hereby agrees that if the Agency observe and honour the said terms and conditions of the contract, NMNH will pay or cause to be paid to the Agency for the operations, on the completion thereof, the amount due in respect thereof at the rates specified in the schedule hereto annexed.

In witness whereof the said parties have hereunto set their hands the day and year first above written.

For and on behalf of NMNH

Agency

Witness

- 1.
- 2.

ANNEXURE-IV

PERFORMANCE SECURITY GUARANTEE (BOND FORM)

[To be furnished on non-judicial stamp paper of Rs. 100/- Use of Stamps/any other means in lieu of Non-Judicial Stamp paper shall lead to outright rejection of the Bid.]

1. In consideration of, Scientist C/Head of Office (hereinafter called “the NMNH”) having agreed to exempt.....(hereinafter called ‘the said Contractor(s)’) from the demand, under the terms and conditions of an agreement/(Purchase Order) No..... Dated..... Made betweenand.....forfor the work of(hereinafter called ‘the said Agreement’), of Security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for We, (Name of the bank) (hereinafter referred to as “the Bank”) at the request of(contractor(s)) do hereby undertake to pay to the NMNH an amount not exceeding..... against any loss or damage caused to or suffered or would be caused to or suffered by NMNH by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We (Name of the bank).....do hereby, undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from NMNH stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by NMNH by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of NMNH in these counts shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding.
3. We undertake to pay to the NMNH any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal: The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.
4. We (Name of the Bank).....further agree, that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of NMNH under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till NMNH certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s)

and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of two Years from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (Name of the bank)..... further agree, with the NMNH that the NMNH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NMNH against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the NMNH or any indulgence by the NMNH to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/ supplier(s).
7. We (name of the bank)..... Lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NMNH in writing.

Dated the day of for
..... (Indicate the name of the bank).

