



**PETROLEUM CONSERVATION
RESEARCH ASSOCIATION**

(MINISTRY OF PETROLEUM & NATURAL GAS)



**TENDER DOCUMENT
FOR**

**“STALL DESIGNING, FABRICATION,
INSTALLATION AND MANAGEMENT” AT IITF-
2009, PRAGATI MAIDAN , NEW DELHI ON
TURNKEY BASIS**

(TENDER NO: PCRA/EC/IITF/2009-10/T-01)

PART – I (TECHNO-COMMERCIAL PART)

Prepared and Issued By:

**EDUCATION CAMPAIGN DEPARTMENT
PETROLEUM CONSERVATION RESEARCH ASSOCIATION
(MINISTRY OF PETROLEUM & NATURAL GAS)
SANRAKSHAN BHAVAN, 10 BHIKAJI CAMA PLACE
NEW DELHI – 110 066**

TENDER COST: RS. 1000/-

TENDER DOCUMENT FOR

SUB: “Stall Designing, Fabrication, Installation and Management ” at IITF-2009, PRAGATI MAIDAN, NEW DELHI On Turnkey basis

Tender No: PCRA/EC/IITF/2009-10/T-01

INDEX

S. No	DESCRIPTION	Page No.
1	Issue letter of tender documents	2
2	Notice Inviting Tender	3
3	Instruction to Bidders	7
4	Special Conditions of Contract	23
5	General Conditions of Contract	33
6	Preamble To Schedule Of Rates	50
7	Form of Quotation- Price Bid	51

ISSUE LETTER OF BIDDING DOCUMENT

**SUB: “STALL DESIGNING, FABRICATION, INSTALLATION AND
MANAGEMENT” AT IITF- 2009, PRAGATI MAIDAN, NEW
DELHI On Turnkey basis**

TENDER NO: PCRA/EC/IITF/2009-10/T-01

The one set of tender document containing 52 number of pages indicated in the index sheet is issued to:

Name of Tenderer:

Address of Tenderer:

.....

.....

The fees for this one set of tender document are Rs. 1000.00 (non-refundable).

The tender document is sold vide Receipt No./DD/ Pay Order No.

-

Dated Drawn on bank.....

Additional Director (Education Campaign)

NOTICE INVITING TENDER

TENDER NO: PCRA/EC/IITF/2009-10/T-01

DATE: 26.09.2009

Sealed tenders are invited for & on behalf of PETROLEUM CONSERVATION RESEARCH ASSOCIATION (Ministry of Petroleum and Natural Gas) under two bid system, (Part-I i.e. Techno-Commercial Part & Part-II, i.e. Price Part) from bonafide experienced & reputed contractors for the job given below.

1. BRIEF DETAILS OF THE TENDER:

Name of Work	“STALL DESIGNING, FABRICATION, INSTALLATION AND MANAGEMENT” AT IITF-2009, PRAGATI MAIDAN, NEW DELHI On Turnkey basis
Tender No.	TENDER NO: PCRA/EC/IITF/2009-10/T-01
Tender Cost	Rs.1000.00 (Rupees One Thousand only) by Demand Draft in favour of PCRA, payable at New Delhi.
Earnest Money Deposit	Rs.28,000.00 (Rupees Twenty Eight Thousand only) by Demand Draft in favour of PCRA, payable at New Delhi from Nationalized / Scheduled Indian Bank
Issue Of Tender Document	From: 26.09.2009 To 07.10.2009
Time of Completion	2 (Two) Months
Place of Issue	ADDITIONAL DIRECTOR (EDUCATION CAMPAIGN) PETROLEUM CONSERVATION RESEARCH ASSOCIATION SANRAKSHAN BHAVAN, 3 rd Floor, Room No. 301 10 BHIKAJI CAMA PLACE, NEW DELHI -66 OR PCRA web site (www.pcra.org)
Submission/ Receipt of Tender (Part-I & Part-II)	09.10.2009 upto 2.30 PM in the tender box placed in front of the office of: ADDITIONAL DIRECTOR (EDUCATION CAMPAIGN) PETROLEUM CONSERVATION RESEARCH ASSOCIATION SANRAKSHAN BHAVAN, 3 rd Floor, Room No. 301 10 BHIKAJI CAMA PLACE, NEW DELHI –110 066

Date and Time for Opening of Tender	Part-I i.e. Techno-Commercial Part of the Tender shall be opened on the same day i.e. 09.10.2009 at 3.00 PM in presence of authorized attending representatives of tenderers. Part-II (Price Part) of the Techno-Commercial acceptable Bidders shall be opened at a later date.
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Bids shall be submitted in the manner as described in Instruction to Bidders (ITB) of Bidding Document.

Part-I shall contain original offer along with Tender fees & EMD.

Part-II shall contain only price as per Schedule of Rates without any condition. The Lump sum prices shall be filled up both in figure and in words and the total amount shall be calculated and rounded off to the nearest rupee.

No overwriting or use of correction fluid shall be accepted. Any correction shall be legible and signed by the authorised signatory.

Pre-Qualification Requirements:

The agencies that intend to participate shall meet the following qualifying requirements and shall submit substantiating documents in support of their claim, along with their bid.

2.1 Experience Criteria:

The bidder should possess experience of completed Similar Works of following executed cost during the last five years:

2.1.1) Three similar works each of minimum value Rs. 4.20 Lakh

OR

2.1.2) Two similar works each of minimum value Rs. 5.60 Lakh

OR

2.1.3) One similar work of minimum value Rs. 7.00 Lakh

“Similar Works shall mean having experience in Stall Designing, Fabrication, Installation & Management at IITF, New Delhi during the last five years.”

2.2 Financial Criteria:

Minimum Annual turnover of the Bidder in any one of the three preceding financial years i.e. 2006-2007, 2007-08 & 2008-09 shall not be less than **Rs. 8.40 Lakh.**

3.0 SUBMISSION OF TENDER

- 3.1** The Bidding Document shall be submitted to PCRA in hard copies along with requisite Tender Document fees and Earnest Money Deposit.
- 3.2** The Bidding Document is non-transferable. Tenders obtained from any other source shall not be accepted.
- 3.3** The tender document can be either downloaded from the PCRA web site (www.pcr.org) or will be issued in person only & shall not be sent by post. Tender/ offers may be sent by post/ courier to the office of tender submission authority namely, Additional Director (EC), New Delhi. However, PCRA accepts no responsibility for any loss/ delay/ non-receipt of offers not submitted in person. Offers received late/ incomplete are liable for rejection.
- 3.4** The tender shall be submitted in the manner as described in "Instructions To The agency/(ies) who have downloaded the tender document from the PCRA web site are required to pay the tender paper cost by Demand Draft at the time of submission of their Bid.
- 4.0** "Earnest Money Deposit" (EMD) mentioned above shall be paid by way of "Crossed Demand Draft". Tenders without Earnest Money are liable to be rejected.
- 5.0** During opening of Techno-commercial part (i.e. Part-1) the name of Tenderers who have submitted their offers along with details of Earnest Money Deposit will only be read out and no other information/ details whatsoever, will be read out.
- 6.0** PCRA reserve the right to accept or reject any tender in part or full, without assigning any reason whatsoever and also to give purchase preference to Public Enterprises, as admissible under the existing Government policies.
- 7.0** Tenderer should submit Acknowledgement Receipt of this tender document duly signed & stamped and confirm the submission of offer within 7 days of receipt of this tender.
- 8.0** The subject work is indivisible and shall be awarded to single successful bidder.

- 9.0 In case the Tenderer is already pre-occupied with some other activities or he is not interested to submit offer for some other reasons, the tender document may please be returned along with Tenderer's letter.
- 10.0 If the last date of receiving/ opening of the tenders coincide with a holiday, than the next working day shall be the receiving/ opening date.

Thanking you,

For & On behalf of
PETROLEUM CONSERVATION RESEARCH ASSOCIATION

(N Pownraj)
Additional Director (Education Campaign)
PETROLEUM CONSERVATION RESEARCH ASSOCIATION
SANRAKSHAN BHAVAN, 3rd Floor, Room No. 301
10 BHIKAJI CAMA PLACE, NEW DELHI -66

Date: 26.09.09
Place: New Delhi

**INSTRUCTIONS
TO
BIDDERS (ITB)**

INDEX TO ITB

S.NO	DESCRIPTION	Page No.
1	INTRODUCTION	9
2	DESCRIPTION OF PCRA STALL	13
3	OBJECTIVES	14
4	IITF MANUAL	14
5	ASSESSMENT ORDER/ IT RETURN	14
6	SERVICE TAX REGISTRATION NUMBER	14
7	EXPENSE TO BE BORNE BY BIDDER	14
8	EMD	14
9	BIDDING DOCUMENT NOT TRANSFERABLE	14
10	PRICES. TAXES. DUTIES	14
11	BID VALIDITY	15
12	INFORMATION REQUIRED WITH BIDS	15
13	BID SUBMISSION	15
14	PLACE & ADDRESS FOR SUBMISSION OF BIDS	16
15	OPENING OF BIDS	16
16	EVALUATION OF TENDERS	16
17	EVALUATION OF FINANCIAL PROPOSAL AND AWARD OF WORK	17
18	CONTRACT AGREEMENT	18
19	CONTRACT PERIOD	18
20	BILLING AND PAYMENTS	18
ANNEXURE TO INSTRUCTIONS TO BIDDER		
	Annexure – I : Compliance to Bid Requirement	19
	Annexure – II : Checklist for Submission of Bids	20
	Annexure – III : Financial Details	21
	Annexure – IV : Agency/Contractor/Party details	22

INSTRUCTION TO BIDDERS

1.0 INTRODUCTION

Vision

To become a center of excellence for conservation of hydrocarbons & environment protection for sustainable development on our inherent strength.

Mission

Efficient energy utilization and environment protection leading to improvement in quality of life.

Objectives

- To formulate strategies and promote measures for accelerating conservation of petroleum products leading to environment protection, energy security and sustainable development.
- To create awareness among masses about the importance, benefits and methods of conserving petroleum products & clean environment by enhancing information and capacity building.
- To promote research, development and deployment efforts aimed at petroleum conservation & environment protection, support & facilitate efforts for adoption and dissemination of fuel efficient technologies and substitution of petroleum products with alternate fuels and renewables.
- To establish synergistic institutional linkages at the national and international levels in the areas of petroleum conservation and environment protection.
- To provide training and technical advisory services, designed to achieve economy & efficiency in use of petroleum products for cleaner environment.
- To function as a '**Think Tank**' to the Government of India for proposing policies and strategies on petroleum conservation and environment protection aimed at reducing excessive dependence on oil.

BACKGROUND

Petroleum Conservation Research Association (PCRA) is a registered society set up in 1978 under the aegis of Ministry of Petroleum & Natural Gas, Government of India. As a non-profit organization, PCRA is a national government agency engaged in promoting energy efficiency in various sectors of economy. It helps the government in proposing policies and strategies for petroleum conservation, aimed at reducing excessive dependence of the country on oil requirement. Over the years, PCRA has enlarged its role in improving productivity in use of various sources of energy, for the purpose of achieving environment protection and sustainable development.

ENERGY EFFICIENCY – THE FIFTH FUEL

- India consumed petroleum products worth Rs. 4 lakh crores and its annual gross oil import bill was Rs. 2.6 lakhs crores in 2006-07.
- The demand of petroleum products in the country is growing steadily at the rate of 2.5% per annum.
- The need for additional crude oil can be minimized if we initiate strong energy efficiency measures.

PCRA is committed towards the fifth fuel i.e. “energy efficiency”, to augment the four conventional sources of energy viz. coal, petroleum, nuclear and renewable. To achieve this, PCRA is relentlessly pursuing Demand Side Management as a cost effective alternative compared to augmenting supplies. This will also ensure India emerges as an environmentally responsible superpower.

PCRA- A LEADER IN ENERGY EFFICIENCY

As a committed and a responsible organization in the field of energy efficiency, PCRA not only focuses on energy intensive sectors through direct action like audits but also assumes a leadership role in targeting issues such as setting fuel efficiency norms for vehicles, in association with other stakeholders.

About 50% of the present consumption of petroleum products is in the transport sector. PCRA has taken a lead role in establishing standards and labeling in fuel efficiency of vehicles in transport sector. The industry sector consumes 42% of the total primary energy consumption in the country and industrial activity is concentrated across various SME clusters. As a first of its kind activity, **PCRA** has initiated integrated energy management concept in cluster development for achieving about 20% energy savings. Energy use in industry and transport emit

huge amount of CO₂ that is causing global warming. As an extension of its role in enhancing energy efficiencies and reducing carbon emissions across sectors, PCRA has started providing consultancy services in CDM in order to cover the entire value chain of an energy efficiency project.

AN EFFICIENT NETWORK

PCRA has presence in almost every state of India through its regional and sub regional offices that are manned by officers of oil sector PSUs. The vast network of PCRA is instrumental in carrying out energy productivity improvement activities in various sectors.

INDUSTRY

PCRA's programs focus on improvement in energy productivity through technological intervention, energy audit, fuel oil diagnostic study, small-scale industry energy survey, follow up study and institutional training in large, medium and small-scale industries.

TRANSPORT

PCRA conducts variety of integrated energy management programs for State Transport Undertaking, private fleet operators, organizations in the private & public sector, Defence and Paramilitary to promote efficient use of petrol, diesel and lubricants through; better maintenance practices, better driving habits, model depot studies, emission awareness programs, exhibitions, workshops and clinics.

AGRICULTURE

The potential and scope for conservation of petroleum products & electricity in this sector is huge. Then use of non-ISI and substandard foot valves, pumping sets and other equipment results in wastage of oil and electricity. PCRA extends assistance through need-based rectification and replacement, with energy efficient ISI marked foot valves, pump sets etc. the other activities include demonstration centers, Van Publicity, Kisan Melas, Bio Diesel awareness programs and educational programs for students of agricultural college.

DOMESTIC

PCRA plays an educator's role in this sector to raise the awareness primarily amongst housewives and youth on energy conservation and safety practices through LPG/Kerosene clinics and essay competitions. Since 2005 – 06, the number of activities performed in each domestic workshop has been enhanced to make it more result – oriented.

RESEARCH & DEVELOPMENT

Towards optimum utilization of energy and reduction in pollution in different sectors of economy through development and demonstration of new and improved equipment/appliances, new efficient technologies and processes, PCRA sponsors appropriate R&D projects and also helps in adoption & dissemination of successful R&D outcomes.

SYNERGY THROUGH TIE-UPS

PCRA endeavors to synergies its activities on improvement in energy efficiency with other national and international agencies like BEE, CII, FICCI, SIRDs, premier educational institutions and ECCJ Japan. Energy labeling of vehicles and cooking stoves, enhancing energy productivity in industrial clusters and related development, technology transfer of efficient processes in energy intensive industries, capacity building in CDM in clusters and public sector units, interfacing with institutions, are some of the prominent areas of cooperation with such agencies.

EDUCATION CAMPAIGN

Education campaign is used by PCRA as a communication tool to create mass awareness on efficient utilization of energy resources, a tool that is effective to bring attitudinal changes through sustained efforts using various medium of communication. In order to bring attitudinal changes towards energy efficiency, focused sector specific energy saving measures and techniques are propagated to targeted end users. Apart from the above, children and youth that comprise more than 40% of India's population and are the future of the country, are being targeted in ;order to inculcate the habit of energy efficiency in them at a tender age. In line with the above, PCRA has initiated efforts for inclusion of text on energy efficiency in schoolbooks at central & state level. Youth in colleges and institutions are being sensitized to the criticality of oil dependence and relevance of energy conservation.

1. Seminar/Exhibition/Conference/Puppet Show/Street Play etc.
2. Electronic Media (Film/TV Program/TV Spot)
3. Print Media (Printed Literature)
4. Outdoor Publicity (Bus Panel/Bus Queue Shelter/Railway Panel etc.)
5. Internet Media (Internet Advertising)

6. Events (Oil & Gas Conservation Fortnight/Cycle Rally, Women Rally, Car Rally)
7. Electronic Media (Radio Program/Jingle)
8. Print Media (Newspaper/Magazine)
9. Outdoor Publicity (Electronic Display Board/Glow Sign/Kiosk etc.)
10. Internet Media (PCRA Website)

PCRA has achieved accreditation as a Certified Energy Auditing Agency and has a large team of certified energy managers and energy auditors in its rank. To manage its activities in a professional manner, it has empanelled technically qualified professionals and agencies from diverse background in **energy field**. Information on energy efficient practices is freely available for energy users on PCRA's website.

The way forward

India requires a multi-pronged approach in energy usage and substitution for guaranteeing its energy security in the years to come. PCRA is committed to build nation's energy security by steadfastly promoting the use of the "fifth fuel" i.e. energy efficiency, in all sectors of the economy and at every level of the society, through various proactive and inclusive steps. Our motto is "Improving Energy Productivity, Reducing Oil Dependence".

The essence of the contract is to provide Conceptualizing, aesthetic planning, designing, fabrication (including supply of raw materials) etc. on turn key basis covering all end-users of all the scope of work.

Before attempting to fill the tender document the tenderer should study the pre-qualifying criteria required for Event management services.

2.0 DESCRIPTION OF PCRA IITF STALL

The site measuring 98 sq. mtr (bare space) is located at IITF, Hall No. 11 (Stall No: 14) at Pragati Maidan, New Delhi. Bidder is advised to visit the site and familiarize oneself of the existing facilities & environment and shall collect all other information, which may require preparing and submitting the bid and entering into the contract. Claims & objections due to ignorance

of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation.

3.0 OBJECTIVES

The prime object of work contract is to design, construction, installation, management, exhibits preparation and to display at IITF – 2009. Also ensure aesthetic look including safety, maintenance of the stall.

4.0 IITF Manual.

Agency is advised to collect a copy of the booklet titled ' 28h India International Trade Fair 14-27, 2009' from the ITPO for detailed information and better appreciation of the rules, regulations and facilities provided by ITPO before submitting the bid.

5.0 ASSESSMENT ORDER/ IT RETURN

Attested copy of Latest Assessment order/ Latest IT return duly acknowledge by Income Tax authorities should be in the name of the FIRM/ ORGANIZATION/ INDIVIDUAL quoting for the work.

6.0 SERVICE TAX REGISTRATION NUMBER

Bidder shall furnish attested Photocopy of Service Tax Registration Number in the name of FIRM/ ESTABLISHMENT while quoting for the work.

7.0 EXPENSES TO BE BORNE BY BIDDER

All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. PCRA in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.

8.0 EMD (EARNEST MONEY DEPOSIT)

EMD as mentioned above shall be paid separately by DD in favour of PCRA, payable at New Delhi from nationalized / scheduled Indian bank.
Bids not accompanied by Earnest Money are liable to be rejected.

9.0 BIDDING DOCUMENT NOT TRANSFERABLE

Bidding document once issued shall not be transferable in any other name.

10.0 PRICES, TAXES, DUTIES

The quoted prices shall be deemed to be inclusive of all taxes, duties, octroi, levies etc. excluding Service Tax & Cess on Service Tax, which shall be paid at actuals on production of documentary evidence.

11.0 BID VALIDITY

Bid submitted by bidder shall remain valid for a period of 2 (Two) Months from the last date of submission of Tender/ revised offer (if any). Bidder shall not be entitled during this period to revoke or vary the content of Bid or any term thereof. In such case of making any variation subsequent to submission of bid at their own, the offer shall be treated as "REJECTED" and EMD shall be forfeited without any reference to the Bidder.

12.0 INFORMATION REQUIRED WITH BIDS

The following documents/ information as per proformas enclosed in the bid document are required to be submitted along with offer:

- a) Information about the agency as per format attached.
- b) Service Tax Registration Number, if any.
- c) PF & ESI number
- d) Declaration about the relationship, if any with PCRA's Director. The Bidder may select the option in the Check-List of the tender
- e) Confirmation that Labour License shall be submitted on award of work in the Check List of Tender
- f) Confirmation that the bidder shall not sub-contract the work in the Check-List of the tender
- i) The firm shall have running office in and around Delhi or undertake to open office in or around Delhi during and up to the execution and defect liability period of this work.
- j) List of equipment, tools and plants etc. available with the firm for execution of this work shall be furnished with documentary evidence.

13.0 BID SUBMISSION

Bids shall be submitted in single stage two-envelope system as per following:-

ENVELOPE NO.1: TECHNO – COMMERCIAL PART

This envelope should have techno-commercial details a) A brief writ up on PCRA theme of the proposed stall at IITF b) Various designs of stalls, c) EMD & d) Tender document fees including all supporting document as mentioned in the Tender Document. Copy of ORIGINAL Bidding Document duly signed & stamped on each page of document without filling the prices. EMD shall be submitted along with this envelope.

ENVELOPE NO.2: PRICED PART

The Bidder shall submit only price/ rates as per Schedule of Rates without any condition. Condition indicated if any, in this part shall not be taken cognizance of.

14.0 PLACE & ADDRESS FOR SUBMISSION OF BIDS

In the Tender Box placed in front of the office of

Additional Director (Education Campaign)
PETROLEUM CONSERVATION RESEARCH ASSOCIATION
SANRAKSHAN BHAVAN, 3rd Floor, Room No. 301
10, BHIKAJI CAMA PLACE, NEW DELHI –110 066

15.0 OPENING OF BIDS

Unpriced Part of the offer (i.e. Part – I: Techno-Commercial offer) shall be opened on same day of submission of offer. During the opening only name of Bidder and whether Tender fees & EMD is furnished shall be informed and no other details/ information shall be given.

Price Part of the Techno-Commercially acceptable bidders shall be opened at a later date to be communicated after evaluation of their offers. During opening of Price Part name of Bidder and Total prices shall be read. No other details / information shall be given.

16.0 EVALUATION OF TENDERS

16.1 Pre-qualification criteria – A screening committee approved by management will undertake the screening of all the tenders based on the pre-qualifying criterion. The bidders must meet all pre-qualifying criterion. Any agency not meeting any of the pre-qualification requirements will not be short-listed for the presentation to the management and evaluation.

16.2 Evaluation and Selection Procedure – All the agencies short listed by the screening committee meeting techno commercial requirements (Part-1) will be invited for making a multi-media presentation on the scope of work which should include concept, creativity and design, tentatively during 2nd week of October 2009. Each agency will be given a maximum of 30 minutes duration to make the pitch presentation to the evaluation committee broadly based on the following:

S No.	CRITERIA	MARKS
1	Theme /Concept <ul style="list-style-type: none"> • Understanding of Concept/Theme • Proposed concept and methodology 	25
2	Over all design <ul style="list-style-type: none"> • Creativity • Innovation • Design 	40
3	Exclusive Features <ul style="list-style-type: none"> • Ideas to maximize footfalls • PCRA's theme based activities 	15
4	Exhibition Experience <ul style="list-style-type: none"> • No. of Exhibition/Clients of similar nature • Experience of IITF for the last 4 years. 	20
	TOTAL	100

Important Note:

The agencies will be evaluated against 100 marks scale. Agencies has to secure minimum 70 marks out of 100 marks for making them technically qualified for opening the price bid. However the decision of the Evaluation Committee will be final and binding.

17.0 EVALUATION OF FINANCIAL PROPOSAL AND AWARD OF WORK

Based on the recommendation of the evaluation committee on the above parameters, the best three agencies shall be short listed in order of their merit and will open price-bid of such agencies. The job will be awarded on the lowest price (L1) bidder.

Bidders are advised to quote the percentage rate up to two decimal points only.

In case the rates quoted by the two or more bidders is same, such bidders shall be required to submit discount in sealed envelope.

Unopened financial proposals shall be returned to the respective bidders after the contract is successfully awarded.

18.0 CONTRACT AGREEMENT

The successful Bidder shall be required to execute a contract Agreement with PCRA as per Performa attached with this document on the non-judicial stamp paper of Rs. 100/- (Rupees One hundred only) to be purchased from Delhi. The cost of stamp paper shall be borne by successful Bidder.

PCRA reserves the right to amend the terms & conditions of contract after mutual discussions and shall only be in writing.

19.0 CONTRACT PERIOD

The rate contract shall be valid for 2 months.

20.0 BILLING AND PAYMENTS

The agency shall submit the bills after successful completion of the work for payment duly signed by the authorized signatory. PCRA shall release the payments to the agency through cheques.

ANNEXURE-I TO ITB

**SUB: “Stall Designing, Fabrication, Installation and Management
” at IITF- 2009, PRAGATI MAIDAN, NEW DELHI On Turnkey
basis**

Tender No: PCRA/EC/IITF/2009-10/T-01

COMPLIANCE TO BID REQUIREMENTS

We confirm that our bid complies with the total techno-commercial requirement & Schedule of Rates of Tender Document without any deviation.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

ANNEXURE - II TO ITB

CHECK LIST FOR SUBMISSION OF TENDER

(Mark ✓ In Appropriate Box As Applicable)

1.	Confirm original tender signed on each page & included in the offer.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	Confirm the percentage rates have been filled without any condition & deviation and submitted in sealed envelope marked "Priced Part".	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.	Confirm EMD is submitted with Part – I of offer.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Details of EMD – Value Rs. _____ Demand Draft/ Pay Order _____ Banker Name _____			
4.	Confirm latest Assessment order/IT return enclosed.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.	Confirm details of Service Tax Registration Furnished.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Service Tax Registration No. _____ Place of Registration _____			
6.	Confirm submitting/compliance of PQ (Pre-Qualification) requirement	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7.	Confirm copy of Audited Balance Sheets for last three years i.e. 2008-2009, 2007-2008, 2006-2007 furnished.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8.	Confirmation about submission of P.F, ESI Registration No.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.	Confirm copy of Power of Attorney submitted	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10.	Confirmation regarding relationship with the IOCL's Director, if any.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11.	Confirmation to submit Labour License on award of work	Yes <input type="checkbox"/>	No <input type="checkbox"/>
12.	Confirmation that the bidder shall not sub-contract the work	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Note: The Bidder is requested to fill all the above boxes.

(Stamp & Signature of Bidder)

FINANCIAL DETAILS

ANNUAL TURNOVER STATEMENT

The Bidder shall indicate here the turnover during proceeding 3 years based on the audited balance sheets & profit & loss account statement. Copy of audited balance sheets including profit & loss account is attached.

FINANCIAL YEAR	ANNUAL TURNOVER (IN RS.)	REMARKS
2008 – 2009		
2007 – 2008		
2006 – 2007		

Note: Bidder should submit the relevant document(s) like Balance Sheet in support of the turnover.

(Stamp & Signature of Bidder)

ANNEXURE-IV TO ITB

FORMAT FOR ADVISE OF AGENCY/CONTRACTOR/PARTY DETAILS

(On the Letterhead of the Agency/Contractor/Party)

To

Date:

PETROLEUM CONSERVATION RESEARCH ASSOCIATION
SANRAKSHAN BHAVAN, 3rd Floor, Room No. 301
10 BHIKAJI CAMA PLACE, NEW DELHI -66

Dear Sir,

With reference to the R.O /W.O./Contract Ref No. _____ dated _____ awarded to us by PCRA, we hereby give our consent to accept the related payments of our claims/bills on PCRA through Cheques or Internet based online E-payments system at the sole discretion of PCRA. Our Bank account details for the said purpose is as under:

SNO	Particulars	Details
1	Name and address of the Beneficiary.	
2	Account Number of Beneficiary	
3	Account type (CA/CC/SB)	
4	Name & Address of the Bank Branch (where payments are to be sent by PCRA)	
5	Branch Name/Code	
6	The 09 Digit MICR code of the Branch (as appearing on the MICR cheque)***	
7	IFSC/RTGS Code of the bank Branch	
8	Any other Particulars (to be advised by beneficiary for the E payments purposes)	

*** (Please attach a blank copy of the cancelled cheque/photocopy of the cancelled cheque issued by your bank relating to the above account number for verifying the accuracy of the 09 digits MICR code number

1/We hereby declare that the particulars given above are correct and complete

Signature Of account Holder
With Company Stamp (if a company)
Date:/Place

(Encl: one cheque/photocopy of cheque duly cancelled)

SPECIAL CONDITION OF CONTRACT

<u>INDEX</u>		
<u>S.No.</u>	<u>Description</u>	<u>Page No.</u>
1	GENERAL	24
2	SCOPE OF WORK	24
3	TIME	28
4	RESPONSIBILITY	28
5	PAYMENT OF BILLS	28
6	SECURITY DEPOSIT	28
7	INTERPRETATION	29
8	ASSIGNMENT & SUB CONTRACTING	29
9	STATUTORY OBLIGATION	29
10	INDEMNITY AND INSURANCE	29
11	STORAGE	30
12	COMPLETION OF JOBS	30
13	OTHER IMPORTANT POINTS	30

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract and all other documents forming of this contract. Notwithstanding the sub-divisions of the document into these separate sections, every part of each shall be deemed to be supplementary to and complimentary of every other part and shall be with and into the document as far as it may be applicable to do so.

- 1.1 Where any portion of the General condition of Contract is repugnant to or at variance with any provision of Special Conditions of contract, then unless a different intention appears, the provisions of Special Conditions of Contract shall be deemed to over ride the provisions of General Conditions of Contract and shall be to the extent of such repugnancy or variation prevail.

2.0 SCOPE OF WORK

PCRA is interested to exhibit state of the art display of devices /systems /models/ interactive computerized devices/ plasma TV/use of LED & Laser rays for making PCRA stall very attractive using innovation, creativity so that over all ambience of stall should be in equilibrium with theme and design

- 2.1 The scope of work shall include creative designing, fabrication, installation and managing the stall as per the directions of the Engineer-in-Charge and specifications, special conditions of the tender documents”.
- 2.2 All these works under this head are to be executed as per description / creative design approved by PCRA and agreed schedule of rates.

The following minimum requirement, but not limited to, may be followed as a guideline in conceptualizing the design of the stall:

<ul style="list-style-type: none"> • SPACE FOR DESIGN 	<p>Design and fabrication of PCRA stall measuring 98 sq meter (11.5 x 8.5) bare space in Hall no 11 Stall No 14 on turnkey basis at India International Trade Fair (IITF-2009) at Pragati Maidan, New Delhi (Layout enclosed).</p>
<ul style="list-style-type: none"> • MATERIAL FOR DESIGN AND OTHER ACCESSORIES: 	<p>All aspects of designing i.e. fabrication to commissioning and maintenance of the stall. Approach to design may include wood /Steel Work, glass panel, diorama, fascia including effect, landscaping, model and providing vinyl print of various sizes, color trans-lights, Digital Printed Display Boards, murals, plants, hiring of two plasma screens with minimum 64” size, along with VCD, computer with internet connection, Live coverage, mannequin, office room with sofa set and flowers, pots green, bouquets, small store room and Public address System with code less mike.</p>
<ul style="list-style-type: none"> • MANNING OF STALL 	<p>Six Girl guides/Ushers with science degree, with proper dress code and suitably trained. The girl guides should be presentable and well versed with English and Hindi. In addition, one attendant for to take care of the stall as well as other miscellaneous job assigned by PCRA.</p>
<ul style="list-style-type: none"> • INFORMATION ABOUT PCRA 	<p>The information about PCRA and other relevant inputs like transparencies, negatives, copy matter etc. as may be required will be made available by PCRA as available</p>
<ul style="list-style-type: none"> • OPENNESS 	<p>The design of the stall should be design in such a way that it provides adequate space for free movement.</p>

<ul style="list-style-type: none"> • CORRECTION/ MODIFICATION OF DESIGN 	Further the agency may be required to carry out some changes in the design without any financial implication to PCRA.
<ul style="list-style-type: none"> • BRANDING & LOGO 	PCRA mascot is "PIGGY BANK" Agency has to prepare a 3 dimensional Diorama on elevated moving platform (semicircular/angular) depicting the "PIGGY" with music/sound/light effects. The entire model will rotate with electric device at slow rotation.
<ul style="list-style-type: none"> • ASSISTANCE OF PROFESSIONAL 	Assistance of professional such as artists, choreographers, painters, dress designers etc. if required may be used for the development of the concept without any further cost to PCRA
<ul style="list-style-type: none"> • PHOTOGRAPHS 	The copy matter of photographs are to be used on Trans-light The exhibitor will submit short, crisp and bilingual bullet copy as and where required for depicting different aspects of PCRA
<ul style="list-style-type: none"> • Maintenance of stall 	The bidder shall be responsible for designing, fabrication; maintenance during entire period and subsequent dismantling/clearance of the site of the stall after the fair is over.
<ul style="list-style-type: none"> • PCRA Property 	After the fair is over reusable materials like Digital Display Boards, trans lights, copy matter graphs, model, charts etc. will be handed over to PCRA at its corporate office New Delhi without any cost.
<ul style="list-style-type: none"> • STILL DIGITAL PHOTOGRAPHY 	Agency to arrange services of professional photographer for still photography to cover the entire event. Agency has to provide photographs in an album (size 5"x7") with minimum 300 nos) to PCRA with soft copies. in DVD /CD. The photographer should be available on demand to PCRA at IITF Stall.
<ul style="list-style-type: none"> • VIDEO COVERAGE 	Agency to arrange services of professional photographer for video coverage to cover the inaugural day and closing ceremony. Agency to provide original magnetic tape with two copies of DVD. Edited version DVD should have background music with sub titles regarding events.

<ul style="list-style-type: none"> • Adherence to the ITPO instructions/ guidelines 	<p>As the exhibition is spread over a period of 14 days the contractor shall will be required to maintain the stall in good condition for that period and also ensure adherence to the ITPO instructions/guidelines/rules and other statutory requirements if any.</p>
<ul style="list-style-type: none"> • THEME AND APPROACH 	<p>The theme of the stall will be “Save Fuel yaani Save money” with special emphasis on conservation of Petroleum products and suitable models. The agencies are required to submit brief write-ups on the theme with their designs. A mock-up model from the agencies will be preferred but no payment will be made towards preparation of mock-up model.</p> <p>In case of award the successful bidder will be required to submit Contract Performance Guarantee (CPG) in the form of draft or Bank Guarantee from a nationalized bank. The value of the security (CPG) shall be equivalent to 10% of the contract price and shall be valid upto 30 days after the successful completion of work.</p>
<ul style="list-style-type: none"> • PCRA based Activities 	<p>Agency has to conceive & develop interactive model like: (i) Quiz Program on fuel efficiency (four consoles). (ii) Long Men (iii) Display model of Traffic light (iv) Stop Car at Red light (v) Display of energy efficiently equipments Etc.</p>
<ul style="list-style-type: none"> • Miscellaneous Requirement 	<ol style="list-style-type: none"> 1. A Coffee and Tea vending machine. 2. Racks or any other arrangement for display of literature. 3. On line game on fuel Efficiency. 4. To provide 10 nos of cabinet (3’ X 4’) .for display of energy efficient equipments of PCRA’s conservation technology center. 5 Firefighting equipment (extinguishers)

3.0 TIME

The stall as per approved design and scope of work shall be completed in all respect on or before 13.11.2009 by following stipulated ITPO and PCRA norms.

4.0 RESPONSIBILITY:

- It is the responsibility of the Tenderer to abide by the Exhibition manual of ITPO in designing, fabrication and managing the stall. Tenderer shall follow guidelines on construction of stalls and other parameters involved with regard to construction of the pavilion and get the approval of the architectural department, ITPO and take possession of the site. All safety precaution and design norms are to be followed.
- Tenderer must observe rules of ITPO in respect of space, passage, electrical arrangements, fire, safety and height of stall etc. in connection with installation and dismantling of the stall.

It is responsibility of tenderer to carry the exhibits in good condition, reach the place in proper time maintain and return the same (returnables includes translites or any other materials which can be reused as exhibits) to PCRA in good condition. Any loss in exhibits and delay in reaching at Exhibition Ground are responsibility of tenderer.

5.0 PAYMENT OF BILLS

The agency shall submit the bills.

- 5.1 PCRA shall release the payments within 30 days of submission of complete bills after completion of awarded work.
- 5.2 Income Tax deduction will be made from bills of the Contractor as per rules and regulations in force under the Income Tax Act..
- 5.3 Payments will be made by crossed account payee cheques only.

6.0 SECURITY DEPOSIT:

The security deposit consists of following:

- a) **The security deposit shall be at 10 % of total award of work**
- b) As soon as the tender is accepted, the agency shall be advised to deposit the amount equivalent to 10% of the value of the tender at accepted rates within the prescribed period from the date of letter of Acceptance. Earnest money deposited by the agency along with the tender shall be converted into security deposit and shall be against the said 10%.

- c) **This security shall be released after the successful completion of the work along with final settlement bill.**

7.0 INTERPRETATION:

7.1 The Special conditions of Contract shall be read in conjunction with the General Conditions of Contract and all other documents forming part of this contract. Notwithstanding the sub-divisions of the documents into these separate sections, every part of each shall be deemed to be supplementary to and complimentary of every part and shall be read with and into the contract.

7.2 Where any portion of the General Condition of Contract is in irreconcilable conflict with provision of the Special Conditions of Contract, the provisions of these Special Conditions of Contract shall be deemed to over ride the provisions of the General Conditions of Contract to that extent.

8.0 ASSIGNMENT & SUB-CONTRACTING

8.1 The Contractor shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner.

9.0 STATUTORY OBLIGATIONS

9.1 All statutory obligations under various laws as may be applicable to the contract labour from time to time will have to be met by the contractor for which no extra payment shall be made at any time during the contractual period.

9.2 In case of labour unrest/dispute arising out of non-implementation of any law, the responsibility shall solely lie with the contractor and he shall remove/resolve the same satisfactorily at his cost and risk.

10.0 INDEMNITY AND INSURANCE

10.1 The contractor shall at all times indemnify and keep indemnified the owner and its officers, servants and agents from and against all third party claims whatsoever including but not limited to property loss and damage, personal accident, injury or death of any person of any sub-contractor and or the servants or agents of the contractor, any sub-contractor(s) and or the owner and the contractor shall at his cost and initiative at all times, maintain all liabilities under workman's Compensation Act/Fatal accident Act, Personal Injuries, Insurance Act and/or their Industrial legislation from time to time in force

10.2 The party selected will have to take a comprehensive insurance policy for the entire amount of the value of the exhibits displayed at the pavilion at its cost w.e.f. 14th November'2009 till the end of the IITF - 2009. The Insurance will be taken in the name of PCRA. and in the form and manner acceptable to PCRA. The insurance premium will be reimbursed by the Company to the agency.

11.0 Storage

All material shall be stored in neat and orderly fashion in a clean space. Care shall be taken to keep the storage place as clean and dust free as possible.

12.0 COMPLETION OF JOB:

- a) Usually, IITF handover the possession of site one week before 14th November. The stall of PCRA must be completed by the night of the Noember 11, 2009 to enable us to display and fine tune them. However, the Office-in-charge will have the right to make necessary modifications/ alterations in the layout till the last moment even after November 14, 2009, if required. Failure to meet the time schedule will invite invocation of the liquidated damage clause given in the "Other Terms & Conditions".
- b) After the fair is over, the party shall pack all the display materials like models, trans- lights, copy vinyl etc. and hand over to the Education Campaign Department of PCRA, New Delhi. Packets should be properly marked about their contents.

13.0 OTHER IMPORTANT POINTS.

- 13.1 The contractors are advised to visit the Site and acquaint themselves thoroughly before quoting the rates.
- 13.2 Rates of all materials required under the provision of this contract are inclusive of cost of transport, taxes, profit, interest, insurance, over head and all other duties, royalties etc. as may have to be incurred by the Contractor for getting the respective materials at site.
- 13.3 The contractor shall make arrangement of first aid at site to meet any emergency at the site.
- 13.4 The contractor shall be solely responsible for settling/resolving any dispute/ claim of their workman during the pendency of the contract. In no circumstances any liability shall occur on the owner.

- 13.5 The contractor shall be responsible to see that no unlawful act is done by their person while on duty.
- 13.6 The working hour shall be as per ITPO stipulated norms. No permission for working at night shall be allowed.
- 13.7 The contractor must ensure the safety of his artisans/workmen in all conditions observe all the Safety and Fire procedures and rules as enforced.
- 13.8 The Contractor will work in close co-operation with ITPO officials/ authority.
- 13.9 All works shall be done in a neat workman like manner. All debris must be cleaned and disposed off. No extra cost shall be paid on this account.
- 13.10 The Owner is not bound to provide any mode of transport in respect of man or material required for this contract unless otherwise specified by owner. It shall be Contractor's responsibility to provide man and material required at work site at his own cost.
- 13.11 The decision of PCRA with regard to selection of design approach will be final and binding and no communication in this regard will be entertained. If any be noted that PCRA reserves the right to reject any or all the approached without as any reasons what so ever. The bidder must comply the terms and condition of the contract. No deviation shall be entertained.

SIGNATURE & STAMP OF TENDERER

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

S. NO.	INDEX		PAGE NO.
1.	Section 1	Definitions	34
2.	Section 2	Interpretation of the contract documents	35
3.	Section 3	Security Deposit	36
4.	Section 4	Quantities of Work	36
5.	Section 5	Change in constitution of the contractor	36
6.	Section 6	Mode of Payment	36
7.	Section 7	Discharge of Owners liability	36
8.	Section 8	Claims of Owner	37
9.	Section 9	Termination of the Contract	37
10.	Section 10	Personal Acts and liabilities	38
11.	Taxes		38
12.	Government regulation		39
13.	Liens and liabilities		39
14.	Arbitration		39
15.	Schedule of Rates		39
16.	Formats		40
Annexure-I	Format of Form of Contract		41
Annexure-II	Format of Bank Guarantee in lieu of EMD		45

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

- 1.1 Unless repugnant to the subject or context of usage, the following expressions used herein shall carry the meaning hereunder respectively assigned to them, namely;
- a) "Acceptance of Tender" shall mean the Acceptance of Tender issued by the OWNER to the CONTRACTOR, and shall include a letter, telegram or fax of acceptance or other notification of award of work, and a detailed Letter of Acceptance.
 - b) The "Contract" shall mean the agreement between the parties as derived from the Contract Documents.
 - c) The "CONTRACTOR" shall mean Agency, Firm or Company selected by the OWNER for the performance of the Contract and shall include its legal representatives, successors and permitted assigns.
 - d) The "Contract Documents" shall mean the contract documents as defined in Article 1 in the Form of Contract.
 - e) "Completion" shall mean the successful completion and conclusion of all activities required in all respects to complete the contractual works in accordance with the contract.
 - f) The "Officer-in-charge" shall mean the officer of the OWNER nominated by the OWNER in writing to act as Officer-in-charge for the purpose of the Contract.
 - g) "Executive Director" shall mean Chief Executive (howsoever designated) of the Project to which the Contract relates, and if there is no such separate Chief Executive, shall mean the Executive Director.
 - h) "Order" and "Instruction" shall respectively mean any written Order or Instruction given by the Officer-in-charge or his representative within the scope of their respective powers in terms of the Contract.
 - i) The expression "Owner" occurring in the tender document shall mean Petroleum Conservation Research Association, a Registered Society under Ministry of Petroleum & Natural Gas and having its office at Sanrakshan Bhavan, 10 Bhikaji Cama Place New Delhi 10066 and shall include its successors and assigns.
 - j) "Price Bid" shall mean the Schedule of Rates or Price Schedule annexed to the Acceptance of Tender and shall also include the total cost to the Company.
 - k) "Security Deposit" shall mean the Security Deposit as specified thereof in the tender document.

- l) "Time Schedule" shall mean the Time Schedule for final completion of the Works incorporated in the Contract or as may be extended by the OWNER or Officer-in-Charge.
 - m) The "Net cost to company" shall, up to calculation of the entire remuneration due to the CONTRACTOR in terms of the contract on successful completion of the work, mean the Total contract value as specified in the Acceptance of Tender, and after calculation of the entire remuneration due to CONTRACTOR under the contract on successful completion of the contract, shall mean the totality of such remuneration.
 - n) The expression " Tenderer" or "Bidder" shall mean the Tenderer who submits the tender for the work and shall include the successors and permitted assigns of the Tenderer.
- 1.2 "Work" and "Scope of work" shall mean the totality of the work / services related to Designing, Fabrication, Installation and Management " at IITF-2009, PRAGATI MAIDAN, NEW DELHI On Turnkey basis as advised by PCRA.
- 1.3 "PCRA" shall mean Petroleum Conservation Research Association, located at Sanrakshan Bhavan 10 Bhikaji Cama Place New Delhi 110066.
- 1.4 "Event Management Agency"" shall mean Stall Designing, Fabrication, Installation and Management " at IITF- 2009, PRAGATI MAIDAN, NEW DELHI On Turnkey basis
- 1.5 "Contract" shall mean the contract for the work and shall include the tender document, the Special Conditions of Contract, the attached General Conditions of Contract, the Letter of Acceptance, and the accepted Schedule of Rates.

2.0 INTERPRETATION OF CONTRACT DOCUMENTS:

- 2.1 In case of irreconcilable conflict in non technical matters between the provisions in the separate contract documents concerning or governing the same aspect precedence shall be given to the provisions contained in the documents mentioned below in the order in which they are set out below:
- a) Formal Contract
 - b) Acceptance of Tender
 - c) Price Schedule annexed to Letter of Acceptance
 - d) Special Conditions of Contract
 - e) General Conditions of Contract
 - f) Instructions to Tenderers/Bidders

A variation or amendment issued after the execution of the formal contract shall take precedence over the formal contract and all other Contract Documents.

3.0 SECURITY DEPOSIT:

3.1 The CONTRACTOR shall furnish Security Deposit as specified in the Letter Inviting Tender / Special Conditions of Contract.

4.0 QUANTITIES OF WORK

4.1 The quantities of work stated in the Form of Schedule of Rates do not form part of the Contract and the OWNER shall not be liable for any increase or decrease in the actual quantities of work performed (notwithstanding the percentage of such increase or decrease), nor shall such increase or decrease in the actual quantities form the basis of any alteration of rates quoted and accepted.

5.0 CHANGE IN CONSTITUTION OF THE CONTRACTOR

5.1 The CONTRACTOR, whether Proprietary concern, Partnership firm, Private limited Company, shall not make any change(s) in its constitution, by transfer of substantial shareholding or of management (in the case of a company) or by addition or deletion of Partners, change in the terms of Partnership, or make any other material change(s) without prior intimation to and approval of the OWNER. **Any such unauthorised change shall attract the provisions of Clause 9.0 hereof.**

6.0 MODE OF PAYMENT

6.1 All payment(s) by the OWNER under or in terms of the Contract shall be made in official Indian currency only by crossed "Account Payee" cheque sent to the registered office of the CONTRACTOR or other office notified in this behalf by the CONTRACTOR or delivered to his authorized representative. All cheques drawn shall be payable at the office of the OWNER's bankers and in no case will the OWNER be responsible if the cheque is mislaid, misappropriated or otherwise lost or stolen.

7.0 DISCHARGE OF OWNER'S LIABILITY

7.1 The acceptance by the CONTRACTOR of any amount paid by the OWNER to the CONTRACTOR in respect of the final dues of the CONTRACTOR under the Final Bill upon condition that the said payment is being made in full and final settlement of all said dues to the CONTRACTOR.

8.0 CLAIMS OF OWNER:

- 8.1 No release or payments of any unadjusted balance of the Security Deposit by the OWNER to the CONTRACTOR as aforesaid or otherwise shall be deemed or treated as a waiver of any right(s) or claim(s) of the OWNER or shall stop or prevent the OWNER from thereafter making or enforcing any claims or any rights against the CONTRACTOR. The claims of the OWNER, if any, against the CONTRACTOR shall continue to survive and shall not get extinguished notwithstanding the issue of Final Certificate and/ or the release of Security Deposit to the CONTRACTOR.

9.0 TERMINATION OF THE CONTRACT

- 9.1 Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of the Owner under the Contract or otherwise, the Owner shall be entitled to terminate the Contract by written notice at any time during the currency on or after the occurrence of any one or more of the following events or contingencies, namely:

- (i) Default or failure by the Contractor of any of the obligations of the Contractor under the Contract, including but not limited to:
 - a. Failure to commence any work in accordance with the time prescribed in this behalf;
 - b. Failure to execute the works or any of item in accordance with the Contract;
 - c. Disobedience of any order or instruction of the Engineer-in-Charge and/ or Site Engineer;
 - d. Negligence in carrying out the works or carrying out of work found to be unsatisfactory by the Engineer-in-Charge;
 - e. Abandonment of the works or any part thereof;
 - f. Suspension of the entire works or any part thereof, for a period of 14 (fourteen) days or more without due authority from the Owner or Engineer-in-Charge.
 - g. Commission, permission or sufferance of any other breach of any of the terms, conditions or provisions of the Contract on the part of the CONTRACTOR to be paid, performed and/ or observed;
 - h. Failure to deposit the Initial Security Deposit/ Security Deposit within specified number of days mentioned elsewhere in the tender document by the Contractor of Acceptance of Tender;
 - i. Failure to execute the Contract in terms of the Form of Contract forming part of the Tender Documents within 10(ten) days of notice in this behalf from the Owner;

- (ii) If the Contractor is incapable of carrying out the work;
- (iii) If the Contractor misconducts himself in any manner.
- (iv) If there is any change in the constitution of the Contractor (if a firm) or in the circumstances or organization of the Contractor, which is detrimental to the interests of the work or the Owner;
- (v) Dissolution of the Contractor (if a firm) or commencement of liquidation or winding up (whether voluntary or compulsory) of the Contractor (if a company) or appointment of a receiver or manager of any of the Contractor 's assets and/ or insolvency of the Contractor (if a sole proprietorship) or any Partner of the Contractor (if a firm)
- (vi) Distress, execution, or other legal process being levied on or upon any of the Contractor 's goods and/ or assets;
- (vii) Death of a Contractor (if an individual)
- (viii) If upon any change in the Partnership/constitution of a Contractor 's organization (if a Partnership), the OWNER shall refuse to continue the contract with the re-constituted firm.
- (ix) If the Contractor or any person employed by him shall make or offer for any purpose connected with the Contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent of the Owner;
- (x) If the Contractor shall assign or attempt to assign his interest or any part thereof in the Contract.
- (xi) The decision of the Executive Director, as to whether any of the events/ contingencies mentioned in Clause 9.1 hereof, entitling the Owner to terminate the Contract, has occurred or not, shall be final and binding upon the Contractor.

11.0 PERSONAL ACTS AND LIABILITIES

10.1 No Director, officer or other employee of the OWNER shall anyway be personally bound or liable to the CONTRACTOR for the acts, omissions or obligations of the OWNER under the Contract otherwise or be personally answerable to the CONTRACTOR for or in respect of any default or omission in the performance of any act(s), deed(s), matter(s) or things to be observed and/ or performed by the OWNER under the Contract.

11.0 TAXES

11.1 The CONTRACTOR shall be exclusively liable for the payment of any and all taxes now in force or hereafter imposed, increased or modified in respect of any work excluding service tax which shall be paid at actual on submission of documentary proof.

12.0 GOVERNMENT REGULATIONS

12.1 The CONTRACTOR shall comply with and ensure strict compliance by his/its sub-contractors and agents of all applicable Central, State, Municipal and local laws and regulations and undertakes to indemnify the OWNER from and against all levies, damages, penalties, any payments whatsoever as may be imposed by reason of any breach or violation of any law, rule or regulation and against all actions, proceedings claims and demands arising there from and/ or relative thereto.

13.0 LIENS AND LIABILITIES

13.1 If at any time there is evidence of any lien or claim for which the OWNER might be or become liable and which in terms of the Contract or otherwise is chargeable to or payable by the CONTRACTOR, the OWNER shall have the right to retain out of any payment then due or thereafter becoming due to the CONTRACTOR.

14.0 ARBITRATION

14.1 The provisions of the Indian Arbitration & Conciliation Act, 1996 and any re-enactment(s) and/ or modification(s) thereof and of the Rules framed there under shall apply to arbitration proceedings pursuant hereto subject to the following conditions:

- (a) The Arbitrator shall give his Award separately in respect of each Claim and Counter-Claim; and
- (b) The Arbitrator shall not be entitled to review any decision, opinion or determination (howsoever expressed) which is stated to be final and/ or binding on the CONTRACTOR in terms of the Contract Documents.

14.2 The venue of the arbitration shall be New Delhi, provided that the Arbitrator may with the consent of the OWNER and the CONTRACTOR agree upon any other venue.

15.0 SCHEDULE OF RATES

15.1 Rates to be in figures and words

The tenderer shall quote in English both in figures as well as in words the amount tendered by him in the Form of Schedule of Rates forming part of the tender documents, in such a way that interpolation is not possible. If the parties do not quote both in figures and words properly and correctly, their tenders are liable to be rejected. The amount for each item shall be worked out and entered and requisite totals given of all items.

The tendered amount for the work shall be entered in the tender duly signed by the tenderer.

If some discrepancies are found between the rates given in words and figures of the amount shown in the tender, the following procedure shall be applied:

- (a) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
- (b) When the rate quoted by the tenderer in figures and words tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
- (c) When it is not possible to ascertain the correct rate in the manner prescribed above the rate as quoted in words shall be adopted.

16.0 FORMATS

- 16.1 Formats for FORM OF CONTRACT (Annexure-I), BANK GUARANTEE in lieu of Earnest Money Deposit (Annexure-II).

FORM OF CONTRACT

THIS CONTRACT made at New Delhi this _____ day of _____; BETWEEN Petroleum Conservation Research Association, having its Head quarter at Sanrakshan Bhavan 10, Bhikaji cama Place New Delhi-110066 (hereinafter referred to as the "OWNER" which expression shall include its successors and assigns) of the One Part; AND _____ carrying on business in sole proprietorship/carrying on business in partnership under the name and style of _____ a Company registered in India under the Indian Companies Act, 1913/1956 having its registered office at _____ (hereinafter referred to/as collectively referred to as the "Contractor" which expression shall include his/their/its executors, administrators, representatives and permitted assigns/successors and permitted assign) of the other part:

WHEREAS

The OWNER desires to have executed the work of _____

_____ more specifically mentioned and described in the contract documents (hereinafter called the "work" which expression shall include all amendments therein and/or modifications thereof) and has accepted the tender of the CONTRACTOR for the said work.

NOW, THEREFORE. THIS CONTRACT WITNESSETH as follows:

ARTICLE – 1

CONTRACT DOCUMENTS

- 1.1 The following documents shall constitute the Contract documents,
Namely:
- (a) This contract;
 - (b) Tender documents as defined in the General Instructions to Tenderers;
 - (b) Letter of Acceptance of Tender along with Fax/Telegram of Intent.

- 1.2 A copy of each of the Tender Documents is annexed hereto and the said copies have been collectively marked **Annexure 'A'** while a copy of the Letter of Acceptance of Tender along with annexure thereto and a copy of Fax/Telegram of Intent dated _____ are annexed hereto and said copies have been collectively marked as **Annexure - 'B'**.

ARTICLE - 2

WORK TO BE PERFORMED

- 2.1 The CONTRACTOR shall perform the said work upon the terms and conditions and within the time specified in the Contract Documents.

ARTICLE - 3

COMPENSATION

- 3.1 Subject to and upon the terms and conditions contained in the Contract documents, the OWNER shall pay CONTRACTOR compensation as specified in the Contract documents upon the satisfactory completion of the work and/or otherwise as may be specified in the Contract documents.

ARTICLE - 4

JURISDICTION

- 4.1 Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at New Delhi (where this Contract has been signed on behalf of the OWNER) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

ARTICLE - 5

ENTIRE CONTRACT

- 5.1 The Contract documents mentioned in Article - I hereof embody the entire Contract between the parties hereto, and the parties declare that in entering into this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the Contract documents and all prior negotiations, representations, contracts and/or agreements and understandings relative to the work are hereby cancelled.

ARTICLE - 6

NOTICES

- 4.1 Subject to any provisions in the Contract documents to the contrary, any notice, order or communication sought to be served by the CONTRACTOR on the OWNER with reference to the Contract shall be deemed to have been sufficiently served upon the OWNER (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Acknowledgment Due Post to the Engineer-in-Charge as defined in the General Conditions of Contract.
- 6.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the OWNER, any notice, order or other communication sought to be served by the OWNER on the CONTRACTOR with reference to the Contract, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post Acknowledgement Due to the principal office of the CONTRACTOR at or to the CONTRACTOR's representatives as referred to in the General Conditions of Contract forming part of the Contract Documents.

ARTICLE-7

WAIVER

- 7.1 No failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the Contract or any obligation or liability of the CONTRACTOR in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the OWNER and notwithstanding such failure or delay, the OWNER shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

ARTICLE-8
NON-ASSIGNABILITY

8.1 The Contract and benefits and obligations thereof shall be strictly personal to the CONTRACTOR and shall not on any account be assignable or transferable by the CONTRACTOR.

IN WITNESS WHEREOF the parties hereto have executed this Contract in duplicate the place, day and year first above written.

SIGNED AND DELIVERED
for and on behalf of
Agency_____

SIGNED AND DELIVERED
for and on behalf of
Petroleum Conservation Research Association
By_____ this date of 2008

in the presence of :

- 1.
- 2.

*(Strike off which is not applicable)

in the presence of :

- 1.
- 2.

BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

BG NO: _____

DATED: _____

VALID UP TO: _____

To,
Petroleum Conservation Research Association
Sanrakshan Bhavan, 10 Bhikaji Cama

Place New Delhi-110066

Dear Sirs,

In consideration of Petroleum Conservation Research Association (hereinafter called "the OWNER" which expression shall include its successors and assigns), having awarded certain work for and relative to _____ (Name and address of the agency) having its Head Office/Registered Office at _____ (Address of the Tenderer) (hereinafter called the "Tenderer" which expression shall include its successors and assigns), upon certain terms and conditions interalia mentioned in the owners letter of acceptance number _____ dated _____ read with the related tender documents (hereunder collectively called "the contract", which expression shall include any formal contract entered into between the owner and the agency in suppression of the said letter of acceptance and all amendments and /or modification in the contract) inclusive of the condition that the owner may accept a bank guarantee/ undertaking of a scheduled bank in India in lieu of Cash Deposit of the Initial Security Deposit as provided for in general condition of contract forming part of the set tender document.

We _____ (Name of the Bank), a Bank constituted/Registered under the _____ Act, having our Head Office / Registered Office at _____ (hereinafter called the "Bank" which expression shall include its successors and assigns), at the request of the Agency and with the intent to bind the Bank and its successors and assigns, do hereby unconditionally and irrevocably undertake to pay to the owner at New Delhi forthwith on first demand without protest or demur or proof or satisfaction or and without reference to this guarantee , up to an aggregate limit of Rs. _____ (Rs. _____ Only).

AND THE BANK DOTH HEREBY FURTHER AGREES AS FOLLOWS:

1. This Guarantee/Undertaking shall be a continuing guarantee and shall remain valid in irrevocable in full force and effect for all claims or demands made by the Corporation on the Bank until the Corporation discharges this Guarantee/Undertaking subject, however, that the Corporation shall have no claims under this Guarantee/Undertaking after the midnight of _____200_____ or any written extension(s) thereof.

2. PROVIDED that if the aforesaid work tendered for or any part thereof shall be awarded to the Tenderer on or before the said date, whether on the basis of accompanying tender or any other basis, then the validity of this guarantee/undertaking shall stand automatically extended for all claims and demands made by the Corporation for further three months.

2. The Owner shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking at any time and/or from time to time any wise to postpone and/or vary any of the powers, rights, and obligations exercisable by the Corporation against the Tenderer and either to enforce or to forbear from enforcing all or any of the terms and conditions of or governing the said Tender and/or any contract consequent upon any award of work or the said Earnest Money Deposit or the securities available to the Corporation or any of them and the Bank shall not be released from its liability under these Presents and the liability of the Bank hereunder shall remain in full force and effect notwithstanding any exercise by the Corporation of the liberty with reference to any or all the matters aforesaid or by reason of any other act, matter or thing whatsoever which under law relating to the sureties or otherwise which could, but for this provision have the effect of releasing the Bank from all or any of its obligations hereunder or any part thereof, and the Bank specifically waives any and all contrary rights whatsoever.

3. It shall not be necessary for the Corporation to proceed against the Tenderer before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank as principal debtor notwithstanding the existence of any other

undertaking or security for any indebtedness of the Tenderer to the Corporation and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealized.

4. The amount stated by the Corporation in any demand, claim or notice made with reference to this guarantee shall as between the Bank and the Corporation for the purpose of these Presents be conclusive of the amount payable by the Bank to the Corporation hereunder.
5. The liability of the Bank to the Corporation under this Guarantee/Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Tenderer and the Corporation, the Tenderer and the Bank and/or the Bank and the Corporation or otherwise howsoever touching these Presents or the liability of the Tenderer to the Corporation, and notwithstanding the existence of any instructions or purported instructions by the Tenderer or any other person to the Bank not to pay or for any cause withhold or defer payment to the Corporation under these Presents, with the intent that notwithstanding the existing of such difference, dispute or instructions, the Bank shall be and remain liable to make payment to the Corporation in terms thereof.
6. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or any change in the legal constitution of the Bank or the Corporation.
7. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Bank either by post or by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by bank.
8. Not with standing anything contained herein:
 - (i) The Bank's liability under this guarantee/undertaking shall not exceed (Amount in figures & words)

(ii) This guarantee/undertaking shall remain in force upto _____ and any extension(s) thereof; and

(iii) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before _____ or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.

The Bank doth hereby declare that

Shri _____ (designation) _____
who is authorized to sign this Guarantee/Undertaking on behalf of the Bank
and to bind the Bank thereby.

This _____ day of _____ 20 _____

Yours faithfully

Signature : _____

Name & Designation: _____

Name of the Branch: _____



**PETROLEUM CONSERVATION
RESEARCH ASSOCIATION**
(MINISTRY OF PETROLEUM & NATURAL GAS)



TENDER DOCUMENT

FOR

**“STALL DESIGNING, FABRICATION, INSTALLATION AND
MANAGEMENT” AT IITF- 2009, PRAGATI MAIDAN, NEW DELHI
ON TURN KEY BASIS**

(TENDER NO: PCRA/EC/IITF/2009-10/T-01)

PART – II (PRICE BID)

Prepared and Issued By:

**EDUCATION CAMPAIGN DEPARTMENT
PETROLEUM CONSERVATION RESEARCH ASSOCIATION
(MINISTRY OF PETROLEUM & NATURAL GAS)
SANRAKSHAN BHAVAN, 10 BHIKAJI CAMA PLACE
NEW DELHI – 110 066**

PREAMBLE TO SCHEDULE OF RATES

1. The schedule of rates shall be read with all other sections of this tender document.
2. The bidders shall be deemed to have visited the site and studied the specifications and details of works to be done within the time schedule and to have acquainted themselves of the conditions prevailing at site.
3. The work fronts may be made available progressively at site. All the work shall be carried out without disturbing the occupant/functioning of the IITF & as per direction of the Engineer-in-charge and no compensation whatsoever shall be allowed on this account.
4. As per requirement the value of the work executed and the quantity of any item may vary up to any extent in course of execution and no claim for compensation in the eventuality of variation shall be entertained at all.
5. Contractor should have to depute at site skilled supervisors. Contractor/supervisor should remain at site for supervision of work. No extra payment on account of supervisor shall be paid. If supervisor/ contractor not found at site without any specific reason & permission of the E-in-C.
6. Contractor shall report daily progress of work to the Engineer –In Charge.
7. After carrying out daily work at the evening the premises to be thoroughly to be cleaned.
8. Wooden work/ all other fabrication / cutting etc shall be carried out in the workshop and only fixing / dismantling activities to be carried out in the site for minimum disturbance.
9. Bidders are advised to quote the percentage rate upto two decimal points only.

FORM OF QUOTATION

NAME OF WORK: Stall designing, Fabrication, installation and management at IITF- 2009 at Pragati Maidan, New Delhi On turnkey Basis

TENDER NO: PCRA/EC/IITF/2009-10/T-01

Conceptualizing, designing and fabrication of 98sq mtr. bare space for PCRA Stall No. 14 (Hall No. 11) on turnkey basis at India International Trade Fair –2009 to be held from November 14-27.2009 at Pragati Maidan, New Delhi.

S. NO	DESCRIPTION of Work	AMOUNT	
		IN FIGURES	IN WORDS
	Conceptualizing, designing, fabrication and managing of of 98 sq mt. bare space for PCRA Stall No. 14 (Hall No. 11) on turnkey basis at India International Trade Fair –2009 to be held from November 14-27.2009 at Pragati Maidan, New Delhi. (Including all creative items concepts/ creative approach, materials etc.		
1.	Total Estimated value (In Rupees)	Rs. 14,00,000	Rupees: Fourteen Lakhs only
2.	Percentage (+)/(-) quoted which will be applicable on each item/ total of all parts of Schedule of Rates (In Percentage)		
3.	Amount as per quotation based on Sl.No.2 above (In Rupees)		
4.	Net & Final Price after applying the percentage quotation as given at Sl.No.2 above (In Rupees).		

- Note:
1. Agency is required to quote for consolidated work, which includes designing fabrication, management, dismantling and clearing of stall as per requirement of ITPO.
 2. The price quoted should include all taxes levies; Insurance charge and work contract tax etc. if applicable. Service Tax shall be paid extra, as applicable.
 3. TDS to be deducted as per rules.

STAMP & SIGNATURE OF BIDDER)