# DIRECTORATE GENERAL DEFENCE ESTATES, RAKSHA SAMPADA BHAWAN, ULAAN BATAAR MARG, DELHI CANTT

Tel No. 011-25674979, Fax No. 011-25674965, E-mail - ddgcantts-dgde@nic.in

# INVITATION OF E-BIDS (NIT) FOR CONCEPTUALIZING, DESIGNING, DEVELOPMENT AND PRINTING OF COFFEE TABLE BOOK WITH COVER JACKET ON CANTONMENTS IN INDIA

On behalf of the President of India, DyAsstt Director General (DADG) (Coord), DGDE invites online tenders in two bids system (Technical Bid & Financial Bid) from eligible tenderers for conceptualizing, designing, development and printing of coffee table book with cover jacket on Cantonments in India.

- 2 NIT is being published at CPPP website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>. A copy of the NIT may also be seen at DGDE website <a href="https://eprocure.gov.in/eprocure/app">www.dgde.gov.in</a>.
- 3. Pre-bid conference will be held at the office of the DADG (Coord), DGDE, RakshaSampadaBhawan, UlaanBaatar Marg, Delhi Cantt 110010 on 01.04.2016 at 11:00 Hrs.
- 4. All details regarding the subject tender are available on our websites <a href="www.dgde.gov.in">www.dgde.gov.in</a> and <a href="https://www.eprocure.gov.in">https://www.eprocure.gov.in</a>. Any change/modification in the Tender Enquiry will be intimated through above websites only. Bidders are therefore, requested to visit these websites regularly to keep themselves updated.
- 5. Manual bids will not be accepted. For submission of e-bids on-line on CPP Portal, bidders are required to get themselves registered with <a href="mailto:eprocure.gov.in">eprocure.gov.in</a> website along with class III digital signature certificate issued by CCA under IT Act-2003. Foreign bidders are required to get themselves registered with <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> to participate in the bidding. A form is available in the above mentioned web-site at Sl. No. 13 to obtain Digital Signature Certificate (DSC).
- 6. Earnest money should reach to DADG (Crd), DGDE before end of date of bid submission, failing which offer will be liable for rejection. Bidders, however, have to attach scanned copies of earnest money along with their e-tender.

#### CRITICAL DATE SHEET

Date of Tender Published on www.eprocure.gov.in and in Newspapers	17 <sup>th</sup> March, 2016
Bid Document Download/Sale Start Date	19 <sup>th</sup> March, 2016 at 09:00 Hrs
Bid Submission Start Date	19 <sup>th</sup> March, 2016 at 09:00 Hrs
Pre bid meeting	1 <sup>st</sup> April, 2016 at 11:00 Hrs
Bid Document Download/Sale End Date	9 <sup>th</sup> April, 2016 at 17:00 Hrs
Bid Submission End Date	11 <sup>th</sup> April, 2016 at 17:00 Hrs
Technical Bid Opening Date	12 <sup>th</sup> April, 2016 at 15:00 Hrs

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# Part I - General information

# CRITICAL DATE SHEET

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1. Bids (technical and commercial) shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app. Tenderers are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at https://eprocure.gov.in/eprocure/app.

Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned.

2. <u>PlaceofopeningoftheBids</u>: Bids will be opened in the Room No. 02 of RakshaSampadaBhawan at DGDE, Government of India, Ministry Of Defence, RakshaSampadaBhawan, UlaanBaatar Marg, Delhi Cantt-100 010

The Bidders may depute their representatives, to attend the opening of Bids along with copy of bid submission acknowledgement receipt on the due date and time. This event will not be postponed due to non-presence of bidder or his representative.

- 3. <u>Two-Bid system</u>: In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Purchaser.
- 4. Pre-Bid Conference and clarifications regarding contents of the NIT: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Purchaser in writing about the clarifications sought not later than 10 (ten) days prior to the date of opening of the Bids. A pre-bid conference will be held with the interested bidders on 1st April, 2016 at 11.00 Hrs to discuss the queries raised and give clarifications. Copies of the queries raised and clarifications given by the purchaser will be sent to all prospective bidders who have raised queries or participated in pre-bid conference. The clarifications will also be uploaded on the web-site of DGDE <Website add> and CPPP portal viz https://eprocure.gov.in/eprocure/app by way of corrigendum.
- 5. <u>Modification and Withdrawal of Bids</u>: A bidder may modify or withdraw his bid after submission till last date & time of bid submission.
- 6. <u>Clarification regarding contents of the Bids</u>: During evaluation and comparison of bids, the Purchaser may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
- 7. <u>Rejection of Bids</u>: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
- **8.** <u>Validity of Bids</u>: The Bids should remainvalid for 90 days from the last date of submission of the Bids.
- 9. Earnest Money Deposit: Bidders are required to submit Earnest Money Deposit (EMD) for amount of 25,000/- (Rupees Twenty Five Thousand Only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business. EMD is to remain valid for a period of ninety (90) days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

# Part-II

# **Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.

# REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### PREPARATION OF BIDS

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in <a href="PDF/XML/XLS/RAR/DWF/JPG">PDF/XML/XLS/RAR/DWF/JPG</a> formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### SUBMISSION OF BIDS

- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official DADG, (C & Crd), DGDE, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The financial bid will have to be uploaded/submitted in the XLS format while other documents will have to be uploaded in pdf version. Irrespective of the detailed break-up of various costs/ taxes, L1 vendor will be evaluated by the Finance Committee by manually examining the bids quoted in the XLS version. In case of any difference in the interpretation on applicability of any tax or rate

thereof, the computation will be done by loading all such costs/ rates as applicable and decided by the Finance Committee. It shall be the responsibility of the bidder to include all taxes/ duties/ rates/ cess etc. as payable to the competent authority in the detailed break up of bid. No extra cost (including any tax, duty, rate and cess etc) would be allowed to be included over and above the quoted price in the commercial bid after opening of tender under any circumstances.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 11) The bidder will also have to submit a Tender Acceptance Letter, duly signed and sealed by the authorized official on the letter head of the Company/ Firm, as per **Annexure 'F'** attached, along with the original documents, as in clause (4) above and send to the concerned officer before last date of submission of bid.

# ASSISTANCE TO BIDDERS

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 Help Desk Toll Free No. 1800 3070 2232 and Mobile Nos 91 7878007972 and 91 7878007973.

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# Part - III

# MAIN TENDER DOCUMENT

Inviting Technical and Financial Bids (Two Bids System) by e-tendering mode through CPPP for Conceptualizing, Designing, Development and Printing of Coffee Table Book with Cover Jacket on Cantonments in India.

#### 1. About Cantonment Boards

Cantonments were established across Indian Subcontinent by Britishers right from Nineteenth Century to house Military troops. Over the time, civilians were allowed to build houses inside Cantonments and these areas became townships having a blend of military-civilian population. Cantonment Boards came into existence to provide local administration to its residents. The Cantonments represent a typical geo-socio-politico pattern with well laid out unit lines, training areas, military buildings, bazaar areas, bungalows and houses in civil areas. Cantonments are also characterized by rich heritage buildings which include military, educational, colonial and religious structures. Due to strict control on building activities, these areas still represent traditional lay outs, structures, memorials and lifestyle. Cantonments also help preserve ecological balance by way of preserving and developing green spaces. A Cantonment Board is a statutory body akin to a Municipal Council represented by elected and official members in equal proportion. The Board not only provides civic amenities to the residents but is also mandated to provide developmental administration, establish and maintain schools & hospitals and implement schemes of social and economic welfare. Conservation and maintenance of ancient and historical monuments, archaeological sites and remains or places of public importance in the Cantonment, is one of the duties of the Board under clause (xvii) of sub-section (1) of section 64 of the Cantonments Act, 2006. Ministry of Defence, through Director General Defence Estates, is administratively responsible for the functioning of Cantonment Boards.

# 2. Background and Concepts

No previous attempts have ever been made to encompass the rich heritage, tradition and public life in Cantonments of India. Though there have been several books depicting the Military aspects of Cantonment side, this is the first attempt to showcase activities which form the domain of Cantonment

Boards. The proposal envisages bringing out a Coffee Table Book which aims at amalgamating the facets of heritage, tradition, environs and public life of Cantonments in one single book.

Barrackpore Cantonment in West Bengal is the oldest Cantonment in the country established in 1772. Since then, a number of Cantonments were established by the British Government till India attained her Independence in 1947. Some of these Cantonments are now located in the Pakistan. Some Cantonments were established by the Government of India after 1947. Apart from 62 Cantonments now in existence, there are many other places which are called Military Stations. A Cantonment is distinct from a Military Station broadly that while Cantonments are townships with a blend of Military and civil population and governed democratically by an elected body called the Cantonment Board, a Military Station is a place largely meant for accommodating troops and/ or their families and do not have any local body. The proposed Coffee Table Book is intended to focus on some of the 62 notified Cantonments and not on Military Stations. The underlying theme for the proposed Book is to bring together in a canvass the historical evolution of Cantonments, the rich heritage they represent, the harmonious equation between Military and civil population, the life-style of ordinary residents, the vast green covers these places provide to otherwise depleting flora and a sense of national integration one gets by visiting these places.

One of the items of Scope of Work in this proposal is to carry out a study on these aspects and evolve 'Concept' before the designing work.

# 3. Proposal

Deputy Assistant Director General (Crd.) i.e. DADG (Crd) of Directorate General of Defence Estates (DGDE) invites eligible and interested persons, firms or bodies, for the proposed work of conceptualizing, designing, developing and printing of 500 copies of Coffee Table Books with cover jacket as per the scope of work delineated in detail in the succeeding Paragraph. The list of 62 Cantonments giving their State wise location is enclosed as **Annexure 'A'**. The offer will have to be given by you, if you fulfill the eligibility criteria, in a two bid system having 'Technical Bid' and 'Financial Bid, as specified in detail in the succeeding Paragraphs.

# 4. Scope of Work

# i) Broad Scope of Work

The proposal is for conceptualizing, designing, developing and printing 500 copies of Coffee Table Book. Thus, it is essential to outline the Coffee Table Book Specifications at this stage to enable the successful bidder to conceptualize, design and develop the format.

# ii) Coffee Table Book Specifications for which Designing needed

a. The Book shall consist of 80 to 100 pages.

- b. The Book shall consist of high resolution, high quality digital photographs depicting items of themes conceptualized.
- c. The Book shall have descriptive texts for each researched item of study carried out in the Cantonments. The write-ups or descriptive texts, duly approved by a Technical Committee will be in English language.
- d. The digital photograph of high resolution and write-ups or descriptive texts shall be internally produced by the Department i.e. the purchaser by using internal resources and information. However, the approved photographs and write-ups/descriptive texts shall be made available to the contractor for professional editing, lay-out designing and designing of the Coffee Table Book. The photographs and write-ups/Texts shall be made available to the Contractor within 07 days of the awarding of Contract.
- e. The size of the Book shall be 11.7" x 9.8". The Book shall be hard bound with 3 mm board, machine stitched and provided with dust jacket wrapping.
- f. For Dust Jacket- Foreign Art paper, Matt Finish, 135 GSM will be needed.
- g. For the Book- Foreign Art Paper, Matt Finish, 170 GSM will be used.
- h. A total number of 500 copies will be required to be printed. This number may be increased depending on the requirement.

# iii) Stages of Work

- a. Once qualified for the work, the bidder shall undertake discussion with the Technical Committee appointed by the DGDE for concept refinement and its subsequent finalization.
- b. The bidder will be provided with photographs and brief write up for the coffee table book in the manner mentioned under para 4(ii) above.
- c. The bidder shall hold meetings with the Technical Committee to obtain basic inputs that will be published in the Book.
- d. Having obtained the preliminary approval of the competent authority in the DGDE on inclusion of select photographs, the bidder shall prepare a draft compilation of relevant information, data, charts, tables (if any) and write-ups proposed to be published in the Book. The size of the text for each Cantonment may vary depending upon the content material and photographs to be published. However, the Technical Committee shall be competent to increase the number of pages in respect of a Cantonment if it is of the view that there are additional aspects that should find mention in the book.
- e. The draft compilation of information and text, duly amended and corrected, shall be put up by the Technical Committee to the DGDE for approval. On approval, the bidder shall

undertake the work of designing of Coffee table Book. This stage shall involve designing, graphics, layout and content placement of the Book. The designing of cover & back pages, inner pages lay-out and design and cover shall be developed out of appropriate research and in accordance with the approved concept.

- f. In the process as at (e) above, digitally printed design options (dummy) of Coffee table Book with cover jacket including placement of photographs, creative design, visuals, sketch, drawing, copy text, etc. shall be submitted to the Technical Committee for approvals. The approved compilation of facts and information shall be submitted with photocopies of references, record, gazette notifications etc to Technical Committee for final approval. These dummies may have to be re-submitted up to three times based on requirement and approval from the DGDE.
- g. Submission of digitally printed, approved and final dummy of Coffee Table Book in proper binding with cover jacket along with soft copy (ready to print format in CD/DVD/Pen Drive) with relevant fonts shall be done by the bidder. Detailed specifications of Coffee Table Book appropriate to undertake printing, photographs, artworks, its editable copy etc. shall also be submitted by the bidder as part of his responsibility under the project.
- h. In final stage, after approval of the final proof by the Technical Committee, the printer shall undertake printing of 500 copies of Coffee Table Book and supply the same within stipulated time.

# 5. Eligibility Criteria

- i) The bidder shall have <u>minimum 05 years experience of designing</u>, graphics, lay-out and content development of Coffee Table Book or similar multi-color, multi-images, creative text based books, magazines etc.
- ii) The bidder and/or the art professional on his panel shall have 05 years experience in creative writing works which are renowned and nationally acclaimed. The works should have been published in nationally acclaimed books, journals or magazines.
- iii) The bidder shall have successfully executed at least two such renowned and nationally acclaimed works previously for any Government or Public Sector Organization, private company, art society or NGO etc.
- iv) The bidder shall have a dedicated team of officials who will support him in carrying out responsibilities under the proposed project.

- v) The bidder must be financially sound and must not have incurred losses during the last three financial years i.e. 2012-13, 2013-14 and 2014-15. The bidder shall have valid PAN and Service Tax/TIN number.
- vi) A copy of supporting documents in respect of specimen(s) of past works, work orders, completion/ appreciation certificates, bio-data of professionals with their work profiles, certificates of registration/PAN etc. should be submitted along with the technical bids. Non-submission of supporting documents shall make the technical bid incomplete and the bid will be liable to be rejected summarily.
- vii) All financial standing data should be certified by a chartered accountant or any certified accountant.

# 6. Implementation Schedule and Deliverables

On fulfillment of conditions precedent to signing of the contract and within seven days from the date of signing of contract between the Dy. Asst. Director General (Crd.) and the bidder, Letter of Award will be issued to the bidder. The work shall commence within 07 days from the date of commencement of award and complete within a period of four months. The Implementation Schedule and Deliverables will be as follows:-

S. No.	Time Frame (From the Date of Commencement of Work)	Stage of Work/ Activity	Deliverables
1.	15 days	Stage 1	Concept Refinement and print out of approved concept
2.	30 days	Stage 2	Digital print out of the lay-out of Cover, Front, Back and inner pages along with approved photographs and write-ups, data, information etc.
3.	45 days	Stage 3	First Dummy
4.	60 days	Stage 4	Subsequent revised Dummy/ies (up to 3 times), if required
5.	70 days	Stage 4	Digitally Printed Coffee Table Book with cover jacket as per specifications with high Resolution Photographs, artwork, editable copy in CD/DVD/Pen Drive Softcopy of Coffee Table Book (High Resolution with ready to print format in

			CD/DVD/Pen Drive) with fonts
6.	90 days	Stage 5	Final supply of Printed coffee Table Books in desired numbers.

# 7. Payment Schedule

S. No.	Time Frame (From the Date of Commencement of Work)	Stage of Work/ Activity	Payment
(1)	(2)	(3)	(4)
1.	30 days	Stage (1)&(2) of para (6) of main tender document	15% of the total contract value will be paid
2.	70 days	Stage (3)&(4) of para (6) of main tender document	35% of the total contract value will be paid after completion of activity as in column (3)
3.	90 days	Stage (5) of para (6) of main tender document	50% of the contract value will be paid after completion of this stage.

# 8. Selection Process

The sealed bids submitted shall consist of technical and the financial bids. On due date fixed for opening of bids, only the technical bid shall be opened by a Tender Opening Committee. Any authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letter of authority as per the format annexed as Annexure - "B" from the tenderers. These technical bids shall be evaluated by the technical Committee constituted by DGDE. Based on the evaluation of technical bids, qualified bidders shall be short-listed. The technically qualified bidders shall be required to make presentation before DGDE or the Committee, as decided by the DGDE and financial bids of only those bidders shall be opened who fulfill the technical qualifications or eligibility and whose presentation on concept are approved by the Committee. These presentations will be considered as part of technical bidding process. No numerical system shall be used in approving the presentation, it being an art work. Those bidders whose presentation is approved shall be intimated either by e-mail or phone about the date and time of opening of financial bids so that they or their authorized representatives can remain present during the opening of the financial bids. The evaluation of financial bids of those who are technically qualified and whose presentations are approved shall be on the basis of comparative rates quoted as lump sum for the entire work.

#### 9. Pre-bid Conference

For clarifications or removal of doubts, if any, on the technical specifications and other terms and conditions of the tender, a Pre-bid Conference shall be held on 1st April, 2016 at 11:00AM with the bidders to whom Notice Inviting Tender has been issued. Any modification/amendment in the terms & conditions of the tender shall be uploaded on the web-site of DGDE and CPP E-procurement Portal for publicity and information of interested tenderers.

# 10. How to Apply

Interested bidders may submit required documents as detailed below. The bid should contain the following documents:-

#### 10.1 Technical Bid

- 10.1.1 Design Concept: The bidders are required to submit primary Design Concept based on the information provided in this NIT and taking into view the overall purpose, need and importance of the Cantonment Boards.
- 10.1.2 Details with supporting proof in regard to the eligibility criteria mentioned at clause 5 of this NIT are required to be provided. A checklist as **Annexure** "C" provided with the NIT is also required to be filled up mentioning the requisite details alongwith the supporting documents.
- 10.1.3 Profile of the bidders: The bidders need to provide their complete profile alongwith the length and details of experience in the field of designing, graphics, lay-out and content development of Coffee Table Books or other such Books / magazines etc, experience in creative writing works of nationally acclaimed books / journals / magazines, works done in past, appreciations received etc.
- 10.1.4 Details of manpower, their professional qualifications and designing/ development facilities available with the bidder.
- 10.1.5 Audited financial Statement of the bidder (Firm, Company, Institution etc.) for the last three financial years i.e. 2012-13, 2013-14 and 2014-15 duly certified by a Chartered Accountant or any such certified Accountant.
- 10.1.6 Certified copy of PAN Card issued by the Income Tax Department.
- 10.1.7 Certified copy of the Service Tax registration number, if any.

10.1.8 Technical Bid Check list format as per Annexure "C".

#### 10.2 Financial Bid

10.2.1 Financial Bid should contain details of the financial quote of the bidder. The bidders are required to provide a lump sum quote for providing the intended services as described under Para 4 [Scope of Work] as per format annexed in BoQ (Bill of Quantities).

#### 10.3 Last date for submission of bids

10.3.1 The cover containing EMD and Tender Acceptance Letter, (TAL) enclosed at Annexure- "F". The covers should be addressed to the Dy. Asst. Director Gen. (Crd.) Raksha Sampada Bhawan, Ulan Batar Marg, Delhi Cantt. 110010 (Telephone Number - 011025674979 Fax Number - 011 25674965), and should be submitted on or before 1700 hrs on 11th April, 2016. On the next day at 1500 hrs, technical bids shall be opened by the Tender Opening Committee at room no 2 in Raksha Sampada Bhawan, DGDE. The date and time of opening of the financial bids shall be intimated separately by email to those who qualify the technical part of bidding process after concept presentation. The names of bidders who are finally selected for opening of financial bids will also be displayed on DGDE website and CPP E-Procurement Portal.

# 11 EMD

There will be an EMD of 25,000/- as mentioned in Para 9 of Part-I of this Tender Invitation.

# 12 Security Deposit

The successful bidder shall have to deposit 10% of the bidding amount as a performance security with the DADG (Crd.) Delhi. Performance Security shall either be furnished in the form of a Banker's Cheque/ Demand draft issued by a Scheduled Commercial Bank in favour of DGDE or a Bank Guarantee in the form prescribed in **Annexure** – "E". Security deposit is to be furnished within a week from the date of issue of award.

# 13 Non Conditional Offer

It is essential for the bidders to quote the reasonable price at the time of making offer in their own interest. Finance committee will consider the lowest bidder, provided that the offer is found to be technically compliant and responsive. Any conditional offer shall be rejected forthright without having any liability or obligation to assign any reasons therefore.

# 14 Copyright

All photographs taken, data and information collected, samples submitted, study material, write ups and Coffee Table Book Dummy/ soft copy with cover jacket, so developed, shall be the property of the Director General Defence Estates. Selected bidder shall also submit edited high resolution photographs in soft format to DADG (Crd), DGDE.

#### 15 Other terms and Conditions

- The validity of offer shall be 90 days from the closing date of the tender. Technical Committee reserves the right to summarily reject any offer received from any agency on any considerations without any intimation to the bidder.
- 15.2 The Technical Committee reserves the right to reject any or all proposals without assigning any reason what-so-ever.
- 15.3 The Technical Committee also reserves the right to hold or withdraw the process to modify the terms under the intimation to applicants who bid for the contract.
- 15.4 Editing and proof reading of creative (text and images) will be the sole responsibility of the selected bidder.
- 15.5 All equipments, software, accessories etc. related to the work shall be arranged at the cost of the bidder or by bidder himself.
- 15.6 The bidder shall submit a written undertaking that used text, artwork, photographs, etc. do not violate any provisions of any Copyright Act/s.
- 15.7 The selected bidder shall primarily be responsible for planning and executing the assignment in such a way that the work is executed within the time frame mentioned in the tender document.

# **General Conditions of Contract (GCC)**

1 Definitions; Interpretation and Abbreviations: In the contract, unless the context otherwise requires:

# 1.1 Definitions and Interpretation:

- (i) "Cantonment Board" means a statutory body constituted under the provisions of Cantonments Act, 2006 with perpetual seal to provide municipal, developmental, social and economic welfare functions in the Cantonment area.
- (ii) "CEO" means the Chief Executive Officer of a Cantonment Board.
- (iii) "Contract" includes and Bid offer, Instructions to Tenderers, Tender, Acceptance of Tender, intimation of Award of contract, General Conditions of Contract, Schedule of Implementation & schedule of payment, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
- (iv) "Contractor" means the individual or the firm supplying the services. The term includes his employees, agents, successors, authorized dealers, stockists and distributors. Other homologous terms are: Vendor, Firm, Successful Bidder etc.
- (v) "DGDE" means Director General Defence Estates as defined under clause (p) of section 2 of the Cantonments Act, 2006 to perform duties for the purposes of the Act and includes DADG (Crd.)
- (vi) "Government" means the Central Government.
- (vii) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer authorized by the DGDE or the DADG (Crd.) to deal with the bidder;
- (viii) The "Purchaser" means DGDE.
- (ix) "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof;
- (x) "Writing" or "Written" includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.
- (xi) Words in the singular include the plural and vice-versa.

- (xi) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (xii) The heading of these conditions shall not affect the interpretation or construction thereof.
- (xiii) Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) or the Cantonments Act, 2006, as the case may be.
- (xiv) PARTIES: The parties to the contract are the "Contractor" and the "Purchaser", as defined above;
- (xv) "Tender" means quotation/ bid received from a firm/ supplier.
- (xvi) "Services" means services allied and incidental to the study tour, photo-shots, research work undertaken, photos, creative writings, information generation and disseveration, supply of goods like soft copies/ dummies, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplies covered under the contract.
- (xvii) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender.
- (xviii) "Performance Security" means monetary guarantee to be furnished by the successful Tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.
- (xix) "Specification" or "Technical Specification" means the drawing/ document/ standard creative works that prescribe the requirement to which product or service has to conform.
- (xx) "Inspection" means activities such as measuring, examining, testing, analyzing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xxi) "Day" means calendar day.

# 2. Application

2.1 The General Condition of Contract incorporated in this section shall be applicable for this work/assignment to the extent the same are not superseded by the Terms and conditions mentioned at clause 1 to 15 of the main tender document.

# 2.2 Other Laws and Conditions that will govern the Contract:

Besides the terms mentioned at clause 1 to 15 of main tender document along with instructions mentioned in Part-I and II, following conditions and Laws will also be applicable and would be considered as part of the contract:

- i. Indian Contracts Act, 1872
- ii. Sale of Goods Act, 1930
- iii. Arbitration and Conciliation Act, 1996
- iv. Competition Act, 2002 as amended by Competition (Amendment Act), 2007
- v. Contractor's Tender Submissions including Revised Offer during Negotiations if any
- vi. Conditions in other parts of the Tender Documents
- vii. Correspondence including counter-offers if any; between the Contractor and DGDE during the Tender Finalization.
- viii. Issuance of award and Contract Documents.
- ix. Subsequent Amendments to the Contract.

# 3. Use of contract documents and information

- 3.1. The bidder shall not, without prior written consent of DADG(Crd) disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of DGDE in connection therewith, to any person other than the person(s) employed by the bidder in the performance of the contract emanating from this tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 3.2. Further, the bidder shall not, without DADG(Crd) prior written consent, make use of any document or information mentioned in GCC except for the sole purpose of performing this contract.
- 3.3. Except the contract issued to the bidder, each and every other document mentioned in GCC sub-clause 3.1 above shall remain the property of DGDE and, if advised by DADG(Crd), all copies of all such documents shall be returned to DGDE on completion of the bidder's performance and obligations under this contract.

# 4. Patent Rights

4.1 The bidder shall, at all times, indemnify DGDE, free of cost, against all claims which may arise in respect of services to be provided by the bidder under the contract for infringement of any right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against

DGDE, DADG(Crd) shall notify the bidder of the same and the bidder shall, at his own expenses take care of the same for settlement without any liability to DGDE.

# 5. Performance Security

- 5.1 Within seven days after the issue of award by the DADG(Crd), the bidder shall furnish performance security to DGDE for an amount equal to ten percent of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the bidder.
- 5.2 The Performance security shall be denominated in Indian Rupees and shall be in one of the following forms:
  - Account Payee Demand Draft drawn on any commercial bank in India, in favour of DGDE.
  - b) Bank Guarantee issued by a Scheduled Commercial Bank in India, in the prescribed form as provided in **Annexure** "E" of this document.
- 5.3. In the event of any loss due to bidder's failure to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to DGDE to compensate for the loss.
- 5.4 In the event of any amendment issued to the contract, the bidder shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 Subject to GCC sub-clause mentioned above, DGDE will release the performance security without any interest to the supplier on completion of the bidder's all contractual obligations.

# 6. Technical Specifications and Standards

The Services to be provided by the supplier under this contract shall conform to the Scope of Work mentioned at clause no. 4(i)(ii)&(iii) and deliverables at clause no. 6 of the main tender document.

# 7. Terms of Delivery

Services shall be delivered by the bidder in accordance with the terms of delivery specified in the contract.

# 8. Assignment

The bidder shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with DADG (Crd)'s prior written permission.

# 9. Sub Contracts

The Bidder shall notify DADG (Crd) in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the bidder from any of its liability or obligation under the terms and conditions of the contract.

# 10. Fixed Price

Prices to be charged by the bidder for provision of services in terms of the contract shall not vary from the corresponding prices quoted by the bidder in its tender and incorporated in the contract.

# 11. Taxes and Duties

11.1. The bidder shall be entirely responsible to quote along with the lump sum price, all taxes, duties, fees, levies etc. as applicable at the time of submission of bid. However, if there is any change in the rates of taxes, levies, duties...etc by the competent authority in the central/state government, the same shall be applicable at the time of payment of bill as per rates mentioned in the relevant government order/notification.

# 12. Option Clause:

The contract will have an Option Clause, wherein the Purchaser can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. It will be entirely the discretion of the Purchaser to exercise this option or not.

# 13. Repeat Order Clause

The contract will have a Repeat Order Clause, wherein the Purchaser can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. It will be entirely the discretion of the Purchaser to place the Repeat order or not.

#### 14. Tolerance Clause

To take care of any change in the requirement during the period starting from issue of NIT till placement of the contract, Purchaser reserves the right to 10 % plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Purchaser within this tolerance limit.

# 15. Delay in the supplier's performance

- 15.1. The time for and the date specified in the contract or as extended for the delivery of the services shall be deemed to be the essence of the contract and the bidder shall perform the services under the contract within the time schedule specified by DGDE in clause no 6 of the tender document.
- **15.2.** Subject to the provision under GCC clause 15.1, any unexcused delay by the bidder in maintaining its contractual obligations towards performance of services shall render the bidder liable to any or all of the following sanctions besides any administrative action:
  - a) Imposition of liquidated damages;
  - b) Forfeiture of its performance security; and
  - c) Termination of the contract for default.
- 15.3. If at any time during the currency of the contract, the bidder encounters conditions hindering timely performance of services, the bidder shall promptly inform DADG (Crd.) in writing about the same and its likely duration and make a request to him for extension of the delivery schedule accordingly. On receiving the supplier's communication, DADG (Crd.) shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of bidder's contractual obligations by issuing an amendment to the contract.

# 16. Custody and Return of Materials/ Equipment/ Documents loaned to Contractor

**16.1.** All drawings, samples, photographs, notifications, records, relevant documents issued to the bidder in connection with the contract must be returned by him. Final payment will be withheld if this is not done.

# 17. Termination of contract for default

17.1. DGDE without prejudice to any other contractual right and remedies available to it, may, by written notice of default of 30 days sent to the bidder, terminate the contract in whole or in part,

if the bidder fails to perform any other contractual obligation (s) within the time period specified in the contract, or within any extension thereof granted by the DADG (Crd.) pursuant to GCC sub-clauses mentioned above.

- 17.2. In the event the DGDE terminates the contract in whole or in part, pursuant to GCC sub-clause above, the DADG (Crd.) may procure services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the bidder and the bidder shall be liable to the DGDE for the extra expenditure, if any, incurred by the DGDE for arranging such procurement.
- 17.3. Unless otherwise instructed by the DGDE, the bidder shall continue to perform the contract to the extent not terminated.

# 18. Termination for insolvency

If the bidder becomes bankrupt or otherwise insolvent, the DGDE reserves the right to terminate the contract at any time, by serving written notice of 30 days to the bidder without any compensation, whatsoever, to the bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and/ or will accrue thereafter to the DGDE.

# 19. Force majeure

- 19.1. In the event of any unforeseen event directly interfering with the performance of services during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the bidder shall, within a week from the commencement thereof, notify the same in writing, the bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure conditions (s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.
- 19.2. Notwithstanding the provisions contained in GCC clauses mentioned above the bidder shall not be liable for imposition of any such sanction so long the delay and/ or failure of the bidder in fulfilling its obligations under the contract is the result of an event of Force Majeure.

19.3. In case due to a Force Majeure event, DGDE is unable to fulfil its contractual commitment and responsibility, DGDE will notify the bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

# 20. Governing language

The contract shall be written in English language of which Hindi version can be made by the DGDE. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

#### 21. Notices

- 21.1. Notice, if any, relating to the contract given by one party to the other, shall be sent in writing and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 21.2. The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

# 22. Code of Ethics

DGDE and the bidder shall observe the highest standard of ethics during the execution of such contracts. In pursuit of this policy, for the purposes of this provision, the terms set forth below are defined as follows:

- (a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (c) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non competitive levels; and
- (d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

- (e) A particular violation of ethics may span more than one of above mentioned unethical practices.
- **22.1.** The following policies will be adopted in order to maintain the standards of ethics during procurement:
  - (a) A proposal for award will be rejected if it is determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
  - (b) A contract will be cancelled if it is determined at any time that DGDE representatives/ officials have directly or indirectly, engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract.
  - (c) In case any individual staff is found responsible, suitable disciplinary proceedings should be initiated against such staff under the applicable government conduct rules. The existing provisions under the Indian law including the instructions of Central Vigilance Commission should be followed in this regard.
  - (d) Firms or individuals shall be banned/blacklisted after following due process, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a DGDE contract, if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a DGDE contract.

# 23. Resolution of disputes

- 23.1. If dispute or difference of any kind shall arise between DGDE and the bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its occurrence, then either DGDE or the bidder may seek recourse to settlement of dispute through arbitration as per The Arbitration and Conciliation Act, 1996 as per following clause:
- 23.2. Arbitration Clause:- If both parties fail to reach such amicable settlement, then either party (the Purchaser or the bidder or Service provider) may within 21 days of such failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or on difference of

which such written notice has been given and no other matter shall be referred to the arbitration. The arbitration proceeding shall be held in New Delhi and shall be conducted in English language. All documentation to be reviewed by the arbitrators and / or submitted by the parties shall be written or translated into English. Venue of arbitration shall be New Delhi. The arbitrator or arbitrators appointed under this article shall have the power to extend time to make the award with the consent of the parties. Pending reference to arbitration, the parties shall make all endeavours to complete the contract/ work in all respects and all disputes, if any, will finally be settled in the arbitration.

# 24. Applicable Law

- 24.1. Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the notification of acceptance of the tender has been issued.
- **24.2.** The courts of the place from where the notification of acceptance has been issued shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

# 25. Secrecy

- 25.1. The bidder shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the Official Secrets Act and any regulations framed there under.
- 25.2. Any information obtained in the course of the execution of the contract by the bidder, his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, or use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.
- 25.3. Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract and to procure services at the risk and cost of the bidder, in the event of such cancellation, the services in the execution of the contract shall be taken by the Purchaser at such price as he considers fair and reasonable and the decision of the Purchaser as to such price shall be final and binding on the bidder.

# 26. Agreement

The successful bidder on approval from the Competent Financial Authority(CFA) and on submission of performance security will be informed about the approval and will be asked to submit an Agreement, which is enclosed as **Annexure "D"** on non-judicial stamp paper of requisite value to the DADG (Crd) within 7 days of the receipt of intimation/Letter of intent. The Contract /Agreement will be signed by DADG (Crd) on behalf of DGDE and on the date of execution of agreement the work/assignment shall be deemed to have begun.

# State/UT-wise list of Cantonments

Name of State/UT	Name of Cantonments
Bihar	Danapur
Delhi (UT)	Delhi
Gujarat	Ahmedabad
Haryana	Ambala
Himachal Pradesh	Bakloh
	Dagshai
	Dalhousie
	Kasauli
	Khasyol
	Subathu
	Jutogh
Jammu & Kashmir	Badamibagh
	Jammu
Jharkhand	Ramgarh
Karnataka	Belgaum
Kerala	Cannanore
Madhya Pradesh	Jabalpur
	Mhow
	Morar
	Pachmarhi
	Saugor
Maharashtra	Ahmednagar
	Aurangabad
	Dehuroad
	Deolali
	Kamptee
	Kirkee
	Pune
Meghalya	Shillong
Punjab	Amritsar
	Ferozepur
	Jalandhar
Rajasthan	Ajmer
	Nasirabad

Tamil Nadu	St. Thomas Mount
	Wellington
Telangana	Secunderabad
Uttar Pradesh	Agra
	Allahabad
	Babina
	Bareilly
	Faizabad
	Fatehgarh
	Jhansi
	Kanpur
	Lucknow
	Mathura
	Meerut
	Shahjahanpur
	Varanasi
Uttarakhand	Almora
	Chakrata
	Clement Town
	Dehradun
	Landour
	Lansdowne
	Nainital
	Ranikhet
	Roorkee
West Bengal	Barrackpore
	Jalapahar
	Lebong

# Letter of Authority for attending a Bid Opening

The Dy. Asstt DG(Crd.)		
Raksha Sampada Bhawan		
Ulan Batar Marg,		
Delhi Cantonment - 110010		
Subject: Authorization for attending l	oid opening on	(date) in the
Tender of		
behalf of		ening for the tender mentioned above on er of preference given below.
Order of Preference	Name	Specimen Signatures
I.		
II.		
Alternate Representative		
Signatures of bidder or		
Officer authorized to sign the bid		
Documents on behalf of the bidder.		

# Note:

- 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.
- 2. Permission for entry to the Meeting Hall/Room where bids are opened may be refused in case authorization as prescribed above is not produced.

# Annexure "C"

# SPECIFICATION CHECKLIST TO BE SUBMITTED ALONGWITH THE TECHNICAL BID (Bidder's acceptance to the DADG (Crd.) Terms & Conditions)

	Tender Enquiry No.	Bidder's response/ confirmation	Details of supporting document/ proof
A.	Eligibility criteria	Fulfilled	Enclosed
(i)	Profile	Yes/No	Yes/No
(ii)	Minimum 05 years' experience in designing, graphics, content development of Coffee Table or other such books / magazines. Enclose specimens / work orders etc		
(iii)	05 years' experience in creative writing works of nationally acclaimed books / journals / magazines Enclose specimens / work orders etc		
(iv)	Any renowned and nationally acclaimed works done previously. Mention at least 2 such works Enclose specimens / work orders etc		
(v)	Audited Financial Statements of last 03 years certified by a Chartered Accountant or any other certified Accountant		
(vi)	Details of Manpower and their professional qualifications. Enclose Bio-data of Professionals		
(vii)	Availability of Designing / Developing facilities Enclose supporting documents		
(viii)	Certified copy of PAN / TIN No. /Service Tax Registration		
(ix)	Appreciation Certificates, if any		

# **Contract Form**

(Address of DGDE Delhi issuing the contract)

Contrac	t No	dated	
This is	in conti	nuation to this office Notification of A	ward Nodated
1.	Name &	& address of the bidder	
		Delhi Tender document Noda dated(if any), issued by the B	tedand subsequent Amendment oard.
			and subsequent communication (s) Noer and DGDE in connection with this tender.
docume	ents me		ng documents etc, which are included in the ve, shall also be deemed to form and be read an
	(i)	General Conditions of Contract;	
	(ii)	Technical Specifications;	
	(iii)	Tender Form furnished by the bidder;	
	(iv)	Price Schedule (s) furnished by the bi	dder in its tender;
	(v)	Issue of Award by DGDE, Delhi.	
respect	tively a breviati	ssigned to them in the conditions of co	ct shall have the same meanings as are intract referred to above. Further, the definition General Conditions of Contract' of Tender
Total v	alue of	the contract (in figure)	(in words)
	(i)	Delivery scheduleContract)	(As in paraof General Condition of

(ii)	Details of Performance Security(As in paraof General Condition of Contract)
(iii)	Designation and address of Dy. Asstt DG (Crd.) officer
(iv)	Payment terms(As in paraof General Condition of Contract)
(v)	Paying authority- DGDE, Delhi
(Signa	ature, name and address of Dy. Asstt DG (Crd.)
For ar	nd on behalf of
Recei	ved and accepted this contract
(Signa	ature, name and address of the bidder executive duly authorized to sign on behalf of the r)
For ar	nd on behalf of
(Nam	e and address of the bidder)
(seal	of bidder)
Date:	
Place	

# **Bank Guarantee Form for Performance Security** (insert: Bank's Name, and Address of Issuing Branch or Office) Beneficiary: ---- (insert: Name and Address of DGDE, Delhi) Date: -----PERFORMANCE GUARANTEE NO.: -----(hereinafter called "the bidder") has undertaken, in pursuance of contract no...... dated ......to provide (description of services) (herein after called "the contract"). AND WHEREAS we have agreed to give the Service Provider such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. We undertake to pay DGDE up to the above amount upon receipt of its first written demand, without the DGDE having to substantiate its demand. This guarantee will remain in force for a period of ninety days after the currency of this contract and any demand in respect thereof should reach the Bank not later than the above date. (Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal, name & address of the Bank and address of the Branch
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

ANNEXURE 'F'

Date:

# TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

To,
Sub: Acceptance of Terms & Conditions of Tender.
Tender Reference No:
Name of Tender / Work: -
Dear Sir,  1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:
as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No to (including all documents like annexure(s) schedule(s), etc.,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tende document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Tender Inviting Authority: Dte General Defence Estates, Min of Defence

Name of Work: Conceptualizing, Desiging, Developmenting & Printing of 500 copies of Coffee Table Book of Cantonment

Contract No:

В	id	d	e	r	
N	ar	n	e		

#### PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER # TEXT #		NUMBER#	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	TEXT #
SI. No.	Item Description	BASIC RATE Per Book Rs. P		Any Other Taxes/Dutie s/Levies (Please Specify)	Rate per Coffee table Book inclusive of all Taxes/Duties/ Levies etc	Quantity of Coffee Table Books	Total Cost with all Taxes/Duties/ Levies etc	TOTAL AMOUNT In Words
-	2	13	15	16	17	20	54	55
	Lump Sum rates to be charged for completion of work as per scope of work & other condition of Tender document					500		
2	Total in Figures	16 July 16 July 18		THE STATE OF	AUTO CONTRA	Extra binding		
	Quoted Rate in Words	1 mm 1 g						

Note: As per tender conditions No.(12),(13) and (14) of General Conditions of Contract, the purchaser (DGDE) shall have option to revise the Quantity (number of Coffee Table Books) or issue repeat order, based on requirments at the same rates quoted by the bidder.