

**NOTICE INVITING E-TENDER FOR
SUPPLY & INSTALLATION OF NEW
CHAIRS AND CARPET IN THE NEHRU
PLANETARIUM DOME THEATRE**

Tender No: NMML/e-tender/Dome Chairs/2022-23/1 (Participation through E-Tender only)

Visit: www.tenderwizard.com/NMML
(Tenderwizard helpdesk 011-49424365)



**NEHRU MEMORIAL MUSEUM & LIBRARY
TEEN MURTI HOUSE
NEW DELHI – 110011**

September 2022

NEHRU MEMORIAL MUSEUM & LIBRARY

NOTICE INVITING E-TENDER FOR SUPPLY & INSTALLATION OF NEW CHAIRS AND CARPET IN THE NEHRU PLANETARIUM DOME THEATRE

E- tenders on behalf of the Director, Nehru Memorial Museum and Library (NMML), are invited under Two Bid System viz. Technical Bid and Financial Bid from reputed, experienced and financially sound agencies/ Companies having capacity to **"Supply and Installation of New Chairs and Carpet in the Nehru Planetarium Dome Theatre"** as under:

S No.	Description	Schedule
1	e-Tender No.	NMML/e-tender/Dome Chairs/2022-23/1
2	Name of Work	"SUPPLY & INSTALLATION OF NEW CHAIRS AND CARPET IN THE NEHRU PLANETARIUM DOME THEATRE"
3	Cost of the Tender Documents	NIL
4	Earnest Money Deposit (EMD)(Tender Security)	Rs.1,50,000/- (Rupees One lakh Fifty Thousand only)
5	Tender Processing Fee (Non-refundable)	Rs.2000/-+ GST @18% (Non- Refundable) payable to M/s ITI Ltd through e-payment. For clarification/ registration for tendering etc. Contact Mobile: 08800991863, Tenderwizard helpdesk 01149424365 & www.tenderwizard.com/NMML Already registered vendors need not register again.
6	Date & Time of sale of e-Tender (Online)	14th September, 2022 onwards
7	Requesting Clarifications	By 19th September, 2022 05:00 PM
7	Date and time of Pre-Bid Meeting	22nd September, 2022 through Video Conference. Details of pre-bid meeting will posted on NMML website, http://www.nehrumemorial.nic.in
8	Last Date & time of Submission/uploading of Bids(Online)	4th Oct., 2022 on www.tenderwizard.com/NMML by 5:00 PM
9	Date & Time of Online Opening of Technical Bids	5th October, 2022
10	Date & time for opening of Financial Bid for Technically qualified bidders only.	Final date and time shall be informed to technically qualified bidders only.
11	Venue of Opening of Technical & Financial Bids	Nehru Memorial Museum and Library, Teen Murti House, New Delhi 110 011.
12	Bid Validity Period/Validity of Bid offer for Acceptance	180 days from the date of last date of submission of the tender
13	Address for Communication &	Director, Nehru Memorial Museum & Library, Teen

	Opening of Tenders	Murti House, New Delhi-110011. Queries can be emailed to aao.nmml@gov.in , deputydirector.nmml@gov.in , nehruplanetarium@gmail.com .
14	Availability of Tender Documents (For download)	Tender can be downloaded from www.tenderwizard.com/NMML and can also be viewed/downloaded free at website: www.nehrumemorial.nic.in & Central Procurement Portal www.eprocure.gov.in . NMML may issue Addendum(s)/Corrigendum(s) to the Tender Document, if any, which can also be viewed on website www.nehrumemorial.nic.in , www.eprocure.gov.in .
15	Method of Selection	The technically qualified bidder with lowest financial bid (L1) will be awarded the work.
16	Country of Bidder	India

1. To participate in E-Tender, it is mandatory for Tenderers have to get themselves registered with M/s ITI Limited through Tender wizard (www.tenderwizard.com/NMML) and to have User ID and Password, Tenderers have to pay Annual Registration Charges of Rs. 2000/- + GST to M/s ITI Limited through e-payment. Already Registered bidders need not pay registration charges to M/s ITI Limited.
2. Proposals shall be submitted as per the “Instructions to the Bidders” Section.
3. Proposals shall be treated as incomplete and are liable to be summarily rejected if the requested parties do not submit all supporting documents or do not furnish the relevant details.
4. The Technical Proposals shall be opened through online/ video conferencing method on 5th Oct., 2022 in the presence of authorized representatives of the Bidder. Any change will be uploaded on NMML website <http://www.nehrumemorial.nic.in>.
5. The validity of the offer shall be One Hundred and Eighty (180) days from the opening of the Technical Proposals.
6. The NMML does not bind itself to accept the lowest proposal and to give reason for any decision taken in respect of this Tender including cancellation.
7. All corrigendum/ addendum/ clarification would be posted on the mentioned websites only and not advertised in paper.
8. Failure to upload bid is the responsibility of the vendor

Director
Nehru Memorial Museum and Library
Teen Murti House
New Delhi – 110011

Definitions and Abbreviations

The following words and expressions shall have the meanings hereby assigned to them:

Term	Meaning
Applicable Law	" Applicable Law " means the laws, enactments and any other instruments having the force of law in the India, as they may be issued and in force from time to time
Contract	" Contract " means the Agreement entered into between the NMML and the Successful Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein and subsequent amendments therein exchanged in written form.
Intellectual Property Rights	" Intellectual Property Rights " means any patent, copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights
Client	" Client " means Nehru Memorial Museum and Library (NMML).
Personnel	" Personnel " means persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof; " Foreign Personnel " means such persons who at the time of being so hired had their domicile outside India; and " Local Personnel " means such persons who at the time of being so hired had their domicile inside India;
Project	" Project " means all Activities covered under the present Contract
Subcontractor	" Subcontractor " means any person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the Solution Provider. The Solution Provider shall not sub-contract any part of its obligation under the present Contract.
Bidder or Vendor or Solution Provider or Service Provider	" Bidder or Vendor or Solution Provider " means any private or government entity or a combination of the above, whose offer to perform the Contract has been accepted / shortlisted by NMML and who is submitting the Proposal against this Tender Document, and includes the legal successors or permitted assigns of the Bidder. The term Bidder shall include all consortium members of respective bids.

The Site	“The Site,” shall mean all identified locations within NMML, where the Supplier carries out any installation of Goods or is required to provide any Services.
in writing	“in writing” means communicated in written form with proof of receipt

Abbreviations

The following words and expressions shall have the meanings hereby assigned to them:

Abbreviations	Meaning
NMML	Nehru Memorial Museum and Library
OEM	the Original Equipment Manufacturer of any equipment / system / software / product
NIT	Notice Inviting Tender
EMD	Earnest Money Deposit
GCC	General Conditions of Contract
RBI	Reserve Bank of India
RFP	Request for Proposal
CV	Curriculum Vitae
AMC	Annual Maintenance Charges

Section1: Instructions to Bidders

1.1 Name of Client and address:

Nehru Memorial Museum and Library, Teen Murti House New Delhi 110011
Phone: 91 – 11 – 23014504, 23017599, Fax: 91 – 11 - 23015197

1.2 Method of Selection

Two Bid (Techno-Commercial) system

1.3 Name of the Assignment:

"Supply and Installation of New Chairs and Carpet in the Nehru Planetarium Dome Theatre"

1.4 The documents enclosed are:

- Instructions to Bidders
- Terms of Reference
- Evaluation of Bid and Selection Process
- Payment Terms
- Formats for Submission of Tender Document

1.5 Bidders are advised to study all instructions, forms, requirements, appendices and other information in this RFP document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

1.6 Failure to comply with the requirements of this RFP may render the Proposals submitted by Bidders as non-compliant and the Proposals may be rejected. Bidders must:

- i. Comply with all requirements as set out within this RFP.
- ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
- iii. Include all supporting documentations specified in this RFP

1.7 Bid Security/Earnest Money Deposit:

Bid Security/Earnest Money Deposit: Earnest Money Deposit of Rs. 1,50,000/- in the form of Bank Demand Draft/Bank Guarantee for any nationalized bank of India, payable to/in favor of "The Director, Nehru Memorial Museum and Library" at New Delhi to accompany the Technical Proposal. The EMD shall be valid for a minimum period of 180 days from the due

date for the submission of the Tender. No interest would be paid on EMD. The prospective bidders can RTGS the EMD amount to the following account:

Account Name: J L M N Library Bank Name: State Bank of India, Rail Bhawan branch, New Delhi Account Number - 10211841361 IFSC Code: SBIN0003771. The receipt of RTGS is to be attached along with the technical bid submission.

If EMD is paid through DD or Bank Guarantee, the original DD or BG document should reach NMML addressed to the Director, Nehru Memorial Museum and Library, Teen Murti House, New Delhi - 110011 with name of the project written on top of the envelope on or before the last date of tender submission and copy of the same is to be attached in the Technical Bid.

1.8 Requesting Clarifications & issue of Corrigendum:

If any bidding firm wishes to seek clarification it may do so in writing to NMML at aao.nmml@gov.in and a copy to deputydirector.nmml@gov.in, nehruplanetarium@gmail.com. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach on or before 5:00 PM on 19th September, 2022 and in the following format:

S. No.	RFP Document Reference			Statement as per RFP	Query by the Bidder
	Page No.	Section No.	Section Name		
1					
2					

- Bidders must adhere to the above template while submitting their queries.
- Any requests for clarifications post the indicated date and time may or may not be entertained.
- At any time prior to the last date for receipt of bids, NMML may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- The Corrigendum (if any) & clarifications to the queries from all bidders will be emailed to all participants and to be uploaded on www.tenderwizard.com/NMML, www.nehrumemorial.nic.in and www.eprocure.gov.in.
- Any such corrigendum shall be deemed to be incorporated into this RFP.

1.9 Right to Terminate the Process:

NMML may terminate the RFP process at any time and without assigning any reason. NMML makes no commitments, express or implied, that this process will result in a business transaction with anyone.

1.10 Publication of RFP Document:

RFP document will be published on the following websites:

- www.tenderwizard.com/NMML
- www.nehrumemorial.nic.in
- Central Public Procurement Portal www.eprocure.gov.in.

1.11 Amendments to the RFP and Corrigendum:

1.11.1. Any Clarification/ corrigendum/ addendum uploaded on the NMML's website will be binding on all Bidders. It shall be the Bidders responsibility to check NMML's website regularly to make sure that they are up-to-date with any changes made in the RFP.

1.11.2. To give Bidders reasonable time in which to take an addendum into account in preparing their Proposals, NMML may, at its discretion, extend the deadline for the submission of the Proposals.

1.12 Authentication of Bids:

A letter of authorization shall be supported by a written power-of-attorney accompanying the bid (Annexure 3).

1.13 Uniformity:

To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the page number, section, or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP. All pages of the Proposal must be paginated and signed by the authorised signatory.

1.14 Bid Scope:

The Bidder cannot bid for a specific portion of the project scope. The entire project scope of work has to be bid for. The scope of work includes: **Supply and Installation of New Chairs and Carpet in the Nehru Planetarium Dome Theatre** fulfilling all of the Terms of Reference mentioned in Section 2.

1.15 Bidder and Consortium:

No Consortium is allowed.

1.16 Subcontracting:

The Bidder shall not be permitted to subcontract any part of its obligations under the Contract.

1.17 Period of Engagement:

The duration of the project is **45 days from the day of Issue of Letter of Award.**

1.18 Cancellation of Appointment / Contract:

The Appointment / Contract are subject to cancellation due to any of the reasons mentioned here under.

1.18.1 If the Bidder is found to have submitted false particulars / fake documents at the time of submitting the RFP for the award of assignment.

1.18.2 If the Bidder is found wanting in commitment to quality and delivery period / work plans, adherence to the guidelines, Statutory regulations, safe keep of all physical and electronic artifacts, conduct / discipline etc., while executing the job. Any deviations from stated conditions and contractual clauses can lead to appropriate deterrent action as deemed fit by NMML.

1.18.3 If the Bidder fails to execute the job as per the defined scope, delivery targets, quoted rate or any other point previously agreed, after NMML issues the Letter of Intent (LOI)/ Letter of Authorization (LOA).

1.18.4 Any recommendation for award of Contract will be rejected if it is determined that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in question; in such cases NMML will declare the Bidder ineligible, either indefinitely or for a stated period of time, from participation in any further activities of NMML.

1.18.5 If the Bidder fails to make written disclosure as per the Disclosure Clauses of this Tender Document, either at the time of submitting the proposal or after the Contract has been signed with the Bidder.

1.18.6 Manipulation of rates by cartelization.

1.18.7 Any deviation from approved specifications required due to betterment or safety of visitor and specifications carried out without written permission from NMML.

1.19 Conflict of Interest:

1.19.1 Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of the Contract.

1.19.2 In the event of a conflict of interest, the Bidder is required to obtain “no objection” from NMML in order to qualify to bid.

1.20 Evaluation of Bids:

1.20.1 NMML will constitute a RFP Evaluation Committee to evaluate the responses of the bidders.

1.20.2 The RFP Evaluation Committee constituted by the NMML shall evaluate the responses to the RFP and all supporting documents/ documentary evidence.

1.20.3 The bidders shall be evaluated as per the criteria as mentioned in **Section 2** of this document and bidders scoring a minimum of 30 marks out of maximum 50 shall be termed as technically qualified.

1.20.4 The decision of the RFP Evaluation Committee in the evaluation of responses to the RFP shall be final.

1.20.5 No correspondence will be entertained outside the process of evaluation with the Committee.

1.20.6 The RFP Evaluation Committee may email the Bidders to seek clarifications on their proposals.

1.20.7 The RFP Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

1.20.8 Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

1.20.9 Any Bidder’s inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.

1.21.10 The Technically Qualified Bidders will be called for a presentation on the proposal submitted by them. The committee will again evaluate the bidders based on their presentation, quality and sample of chairs proposed for the theatre. The Committee may accept or reject the technically qualified bidders based on their presentation.

1.21 Opening of Financial Proposals:

1.21.1 The Financial Proposals and EMD of all non-qualifying Bidders shall not be opened through the e-tendering portal.

1.21.2 Bidders who qualify in the Technical Proposal and the Presentation round shall be informed in writing, or through standard electronic mail, of the date and mode of opening of their Financial Proposals.

1.21.3 The Financial opening of the technically qualified bidders shall be done online/ video conferencing mode and date and time for the same shall be duly informed.

1.22 Confidentiality:

Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such processes until information on Contract award is communicated to the Qualifying Bidder.

1.23 Mobilization / Start Date:

The Bidder is expected to commence the Services immediately after receiving the LoI .

1.24 NMML's Right to Terminate the Bidding Process:

NMML makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by NMML.

1.25 Performance Security:

1.25.1 Within two weeks of the receipt of notification of award from NMML, the successful Bidder shall provide a Performance Security of 5% of the total contract value either in the form of a bank draft or Bank Guarantee or NEFT/ RTGS payments to NMML. Such Performance Security must be valid till three months post the successful completion of the contract as evident by such certification from NMML.

1.25.2 Failure of the successful Bidder to submit the Performance Security or sign the Contract/Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD/Security. In that event, NMML may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the NMML to be qualified to perform the Contract/Agreement satisfactorily. In such cases, if so required, a request for extension of validity of Bids shall be sent out to all other qualified Bidders at the earliest in writing or through standard electronic mail, if so required.

1.26 Price Offer and Taxes:

1.26.1 Price shall be quoted in INR only and will remain fixed throughout the period of contract.

1.26.2 The Bidder shall submit ONLY ONE Financial Bid. **Prices quoted must be firm and inclusive of GST** and no change alternate/conditional price offers shall be allowed.

1.26.3 Any price escalation due to delays by the selected vendor shall be borne by the bidder.

1.26.4 All rates and prices once agreed in the Contract shall be fixed for the entire duration of the Contract and no requests for enhancements or additions shall be entertained under any circumstances.

1.26.5 Fall Clause: The Bidder undertakes that he has not supplied/is not supplying the similar products, systems or subsystems at a price lower than that offered in the present bid in respect of any other client in India within the last five years and one year from publication of this advertisement. If it is found at any stage that the

similar system or sub-system was supplied by the Bidder to any other client at a lower price, then that very price, while allowing 3 per cent per year escalation for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, even if the contract has already been concluded. An undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same material/equipment at prices lower than the bid price shall be provided by the vendor.

1.27 Refund of Earnest Money Deposit:

The EMD of all bidders except the selected one would be refunded within 2 weeks of signature of Contract with the Successful Bidder.

1.28 Right to Inspect:

NMML reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualifications/ documents of the Bidder and any of its consortium partners, during the evaluation period, as well as throughout the duration of the project.

1.29 Delivery Period:

1.29.1 The successful bidder shall complete the work within 45 days of issuing of LOI/LOA.

1.29.2 In case the supplier is unable to complete the work as per the LOA/LOI, for recognized reasons of "Force Majeure" mentioned in below for which he shall be responsible to furnish, well in time, sufficient evidence and data to the satisfaction of the NMML to prove the existence of conditions mentioned in the clause so as to justify grant of extension by the NMML to execute the work. Such extension will be granted by the NMML for the period at its discretion.

1.30 Force Majeure:

The supplier shall not be liable for any Penalty charges due to delay in execution work/service resulting from any causes beyond the suppliers reasonable control including but not limited to compliance with regulations, orders or instructions of Center/State or Municipal Govt. or Agency thereto, Acts of God, Acts of Civil and Military authorities, fires, floods, strikes, lockouts, freight embargoes, war risks, riots and civil commotion's and the supplier will seek extension of delivery period within three weeks of the occurrence of any such event and clearly state the anticipated delay in execution on account of such events. On receipt of such a request from the Supplier, the delivery period may be extended by NMML up to the time requested for by the Supplier, subject to the further condition that if the delivery period is likely to be extended by more than sixty days on account of any event the NMML will be at liberty to cancel the un- executed portion of the Work order without assigning any reason and without payment of any compensation.

1.31 Extension of Delivery Period:

Any genuine delay in approval of technical details, preparation of site, issuance of amendment of work order, etc. will count towards extension of delivery period by corresponding period other than, admissible under Force Majeure Conditions, if any, substantiated by the supplier and duly approved by NMML at its discretion.

1.32 Negligence:

If the firm neglects to execute the work with due diligence and expedition or refuses or neglects to comply with any reasonable order given in writing by the NMML in connection with Work order or shall contravene the provisions of the Work order, the NMML may give 21 days' notice, in writing, to the firm to make good the failure, neglect or contravention complained of and should the firm fail to comply with the notice within 21 days time from the date of notice thereof, in case of failure, neglect or contravention capable of being made good, within that time or otherwise within such time as may be reasonably necessary for making it good, then and in such cases, the NMML shall be at liberty to take the Contract wholly or partly out of the hands of the supplier and reconstruct at reasonable price with any other person or persons. In such an event it shall be lawful for the NMML to retain any such balance which may otherwise be due by him to the firm on any account including the security money and apply the same towards the execution of the whole or balance of the works so re-contracted, including any cost escalation, as aforesaid. If no such balance is due by the NMML to the firm or if due, is not sufficient to cover the amount thus recoverable from the firm, it shall be lawful for the NMML to recover the whole or balance of the amount from the firm by action of law.

1.33 Bankruptcy:

If the supplier shall commit any act of bankruptcy or being a Corporation, commence to be wound up except for reconstruction purposes, or carry on its business under a Receiver, the executors, successor or other representative in law of the estate of the supplier or any such Receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the NMML and shall for one month during which the supplier shall take all reasonable steps to prevent stoppage of the work, have the option of carrying out the contract subject to the supplier providing such Guarantee as may be required by the NMML but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the work the period of the option under this clause shall be fourteen days only. Provided that should the above option not be exercised, the contract may be terminated by the NMML by notice in writing to the supplier and the same power and provision reserved to the NMML in the last proceeding clause of taking the work out of the supplier's hands shall immediately become operative.

1.34 Resolution of disputes:

1.34.1 Amicable Settlement: Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the

clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 7 days after receipt. If that party fails to respond within 7 days, or the dispute cannot be amicably settled within 30 days following the response of that party, then the second Sub clause of resolution of disputes shall become applicable.

1.34.2 Arbitration: In case dispute arising between the parties, which has not been settled amicably, the “Successful bidder” can request Purchaser to refer the dispute for Arbitration under the Arbitration and Conciliation Act, 1996 (as amended up to date). Such disputes shall be referred to the Arbitrator which shall be decided by the Purchaser. The Indian Arbitration and Conciliation Act, 1996 (as amended up to date) and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at NMML, New Delhi. The decision of the arbitrator shall be final and binding upon both parties. All arbitration awards shall be in writing, in English language and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by Purchaser and the “Successful bidder”. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself. This Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

1.35 Jurisdiction of Court:

In case of any dispute between the parties, the Courts at Delhi only shall have the jurisdiction to settle/ decide and adjudicate upon such matters. Before approaching the court of law, and dispute or difference arising in connection with the contract shall be referred by either party for arbitration in accordance with Clause- 16 above.

1.36 Minimum Qualification Criteria:

The following criteria is required to be eligible technically for further consideration in the bid process and non-compliance in any of the criteria mentioned below would disqualify the bidder from proceeding to the next stage of evaluation.

S. No.	Criteria	Supporting Documents requirement
1.	The Bidder must be an supplier/ contractor of the Chairs for Theatres/ Auditoriums/ Cinema Halls	Documentary proof for manufacturing of chairs for Theatres/ Auditoriums/ Cinema Halls
2.	The bidder should have a minimum of five years of existence in the field of supply and installation of Chairs for Theatres/ Auditoriums/ Cinema Halls.	Certificate of Incorporation and CA/ CPA or equivalent auditing authority’s certificate as a Chair manufacturing company.

3.	The bidder should have supplied and installed Theatres/ Auditoriums/ Cinema Halls chairs in at least three locations in India.	Award of work/ Contract and satisfactory completion certificate from clients
4.	The bidder should have an average audited annual minimum turnover of Rs. 2.00 crore or more per year for the preceding three years.	Audited Balance Sheets for last three years to be submitted
5.	Bidders should also submit relevant tax related documents and any other certifications.	a. Certified ITR returns for last three years to be submitted. b. Submit documents pertaining to GST registration and PAN card
6.	A Self Declaration clearly mentioning the bidder has not been black listed/ debarred by any Govt. Department and no criminal/consumer case is registered/pending against the agency/tendering firms/company or its owner anywhere in the India. The declaration should also mention that the bidder has not failed to perform an agreement.	A self declaration to be attached. (Annexure 2)
7.	Authorised Signatory Certificate. All documents must be Self Certified by Authorised Signatory.	Board Resolution for Authorised Signatory Certificate

1.37 All the documents as mentioned in this Section along with the documents as mentioned in Section 5 of this document shall form part of the complete Technical Bid.

The bidder shall digitally sign on each supporting statement, undertaking, document, certificate etc. uploaded by it, thereby owning the responsibility for their authenticity and correctness.

1.38 All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the NMML on the basis of this RFP.

1.39 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by NMML. NMML may cancel this public procurement at any time prior to a formal written contract being executed.

1.40 Financial Qualification:

The technically qualified bidder with lowest financial bid (L1) will be awarded the work.

1.41 Indemnity:

The bidder shall obtain necessary trade and other license/ permission as may be required to carry out the tendered job and at all times indemnify the NMML against all claims which may

be made in respect of any right protected by patent, copyright, registration or Trade Mark and shall take all risk of accidents or damage which may cause a failure of the supply and the entire responsibility towards fulfilment of the Contract. In the event of any claim in respect of alleged breach being made against the NMML, the NMML shall notify the bidder of same, and the bidder shall be at liberty at his own expense, to settle any dispute or to conduct any litigation that may arise there from.

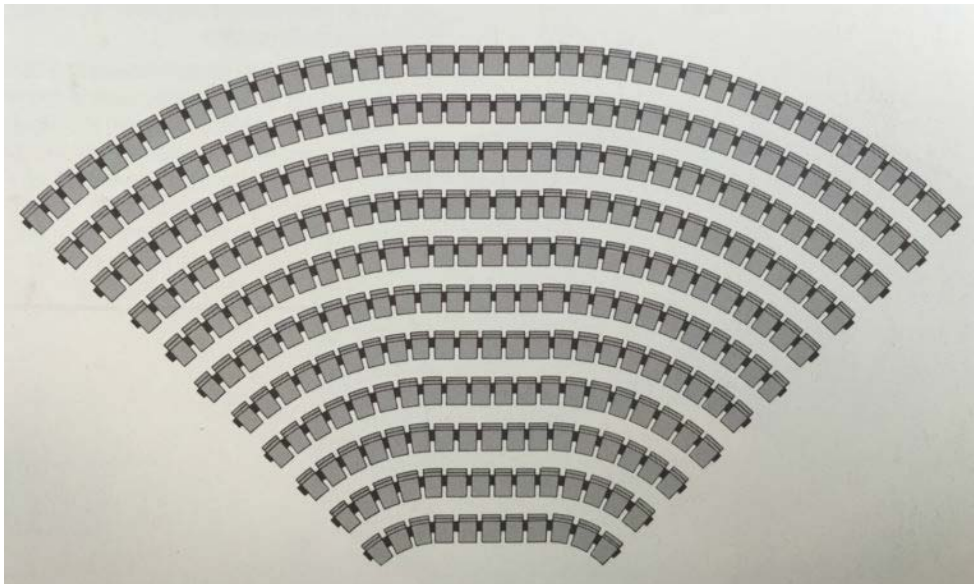
- 1.42** Ideally, not mandatory, the prospective bidder should have a local office in Delhi for providing all types of Support on 'as and when required' basis.
- 1.43** Annual Maintenance Charges (AMC): The bidder will quote the price of chairs including Support and Maintenance of the Chairs for Three years.

Section 2: Terms of Reference

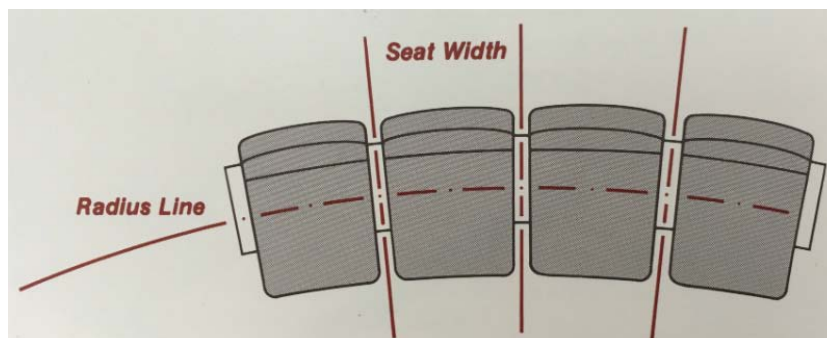
Project Overview:

The Nehru Planetarium was renovated in 2010 by NCSM where in 250 new chairs were installed for the visitors for a better show viewing experience. Since then, these chairs are subject to regular wear and tear and are under repair on day to day basis by internal staff of the Planetarium. Now, the planetarium proposes to install new chairs in the theatre for better seating and comfort.

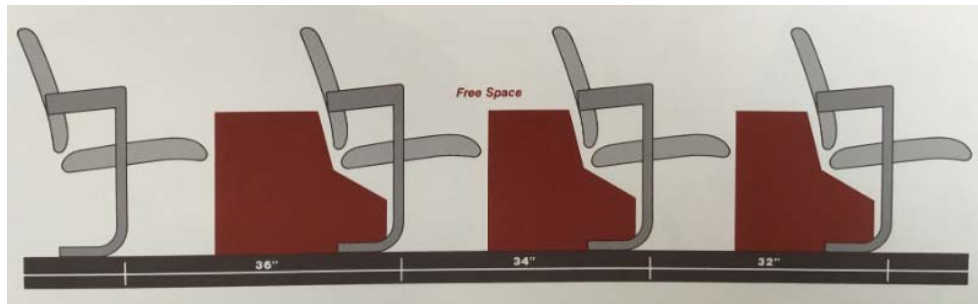
Seating arrangements in the theatre seating layout (or assembly space) is identified as “continental.” A continental arrangement can frequently accommodate more seating within the same space.



Presently the dome theatre at the Planetarium has 250 new chairs as per the Continental Seating Plan. This offers seating in full 360 degree containment. Similarly, to enhance user experience and comfort to the viewer we may select an appropriate Seat Widths. Seat width should be 22”.



The next to consider is the Row Spacing. Row spacing, or “back to back” spacing of seats is also very important in developing a comfortable assembly area in the sky theatre seating layout. A minimum dimension occasionally used is 2'-6" (30").



The Contractor at its discretion may visit the Planetarium to ascertain the space at the Theatre for installation of atleast 250 chairs (ideally we would like to have upto 275 chairs). The Service Provider in their Technical Bid shall give details the type of chairs to be installed, their Seat Widths, the Row Spacing and the Tilt angle.

Important Note:

- Sample photos of the Chairs to be installed should accompany the bid. The bidder should also submit the seating plan associated with drawings of the theatre and the plan.
- The Chairs should be installed by grouting the floor or Chemical Fastening.
- Height of Chair should be a minimum of 40 inches with iron frame.
- Chair seat and back should be made up of atleast 15 mm thick hot pressed two piece plywood upholstered with fire retardant cloth (color of cloth to be decided later).
- Chairs to be designed for extra comfort and molded with 50 density polyurethane foam.
- Chairs will have sliding and arm rest made of back PLL material.
- The Chairs should have a tilt of 45 degrees.
- The Planetarium has existing 250 Chairs and a buyback offer should also be included in the price bid by the prospective bidder.
- The theatre will also need Floor leveling after old chairs are removed.
- Carpeting of the theatre before installation of new chairs will be done. The carpet area inside the dome theatre is approx. 200 sqmts.
- The carpet is proposed to be Acrylic made with cut pile heatset frieze 13 mm thick. The color of the carpet will be decided later.

It is advisable that the prospective bidder should visit the Planetarium Dome theatre to ascertain the Chair requirements before submitting the bid. The bidder may contact Shri R.K. Chhikara, Senior Technician at +91-9013551015 for fixing up date and time of visit.

Technical Qualification Criteria:

The following are the minimum technical criteria required to be eligible for further consideration in the bid process. Bidders who qualify technically by obtaining 30 marks or more out of 50 marks as given below will be called for presentation of their bids. Marking will be weighted according to the specifications submitted, where quantitatively possible, in the table below.

S. No.	Technical Criteria	Maximum Marks	Documents required
1.	Years of experience in the field of supply and installation of Chairs in Auditoriums/ Cinema Halls/ Theatres: <ul style="list-style-type: none">• 1-10 yrs. – 05 marks• above 10 yrs. – additional 05 marks	10	<ul style="list-style-type: none">• LOA/ Copy of Contract• Satisfactory Completion certificate
2.	Number of such installations on pan India basis: <ul style="list-style-type: none">• 1-10 installations – 08 marks• 11 -20 – additional 08 marks• Above 20 – additional 04 Marks	20	<ul style="list-style-type: none">• LOA/ Copy of Contract• Satisfactory Completion certificate
3.	Bidders average audited annual minimum turnover: <ul style="list-style-type: none">• 2 cr. - 5 cr. - 05 marks• above 5 cr. - 10 cr. - 10 marks• above 10 cr. - 15 marks	15	<ul style="list-style-type: none">• Audited Balance Sheet and CA Certificate to be submitted
4.	Submission relevant tax related documents and ITR returns.	5	<ul style="list-style-type: none">• Certified ITR returns for last three years to be submitted.• Submit documents pertaining to GST registration and PAN card
	TOTAL	50	

(The prospective bidders are encouraged to submit the relevant information in a similar tabulated format, for ease of evaluation)

Section 3: Evaluation of Bid and Selection Process

The following is the e-tender process/ evaluation methodology that will be adapted by NMML for appointment of suitable vendors for **Supply and Installation of New Chairs and Carpet in the Nehru Planetarium Dome Theatre.**

3.1 Opening the Technical Proposal

The Technical Proposals will be opened initially through online means at the date and time specified in the Section 1. The Financial Proposal will remain electronically sealed and will be opened only if the bidder is technically qualified.

3.2 Rating of Technical Proposal

3.2.1 The Technical Proposals would be evaluated by the Technical Evaluation Committee. The Bidder would be analysed based on the specified eligibility criteria.

3.2.2 The evaluation of the bids by the Technical Evaluation Committee would be based on certain minimum criteria as described in Section **1.36**.

3.2.3 The Technically Qualified bidders will be called for a presentation.

3.3 Financial Proposal

Following the approval by the evaluation committee after the presentation, the Financial Proposals of the Technically Qualified Bidders will be opened electronically as per the e-tender process. The bidders shall be informed and they may be present through online modes.

The technically qualified bidder with lowest financial bid (L1) will be awarded the work.

In case of a clash with two bidders quoting same price, the bidder with higher turnover will be selected.

3.4 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders or to any other persons not officially concerned with the process until the award of contract.

Section 4: Payment Terms

100% Payment on completion of work and obtaining satisfactory completion certificate from the Planetarium.

Section 5: Checklist of Annexures to be submitted along with other relevant documents:

Note: All Forms / Formats given in the Tender Document MUST be duly filled in and submitted as part of Bidders Proposal. Failure to submit even a single Form or submitting any incomplete form will lead to automatic disqualification of the entire bid.

6.1 General Submission Forms

S. No	Criteria	Submission List	Attached with no deviation (Y/N)
1	Covering Letter	Annexure 1	
2	EMD of Rs. 1,50,000/- (refundable)	Mention Details	

6.2 Technical Proposal Submission Forms

S. No	Criteria	Submission List
1	Company Details	Annexure 2
2	Power of Attorney	Annexure 3
3	Experience of undertaking similar assignments	Annexure 4
4	Proposed Chairs to be installed with photos and brochure	Annexure 5
5	Technical Bid Check list	Annexure 6

6.4 Financial Proposal Submission Forms

S. No.	Criteria	Submission List
1	Form of Bank Guarantee for Performance Security	Annexure 7
2	Form of Agreement	Annexure 8
3	Summary of Costs (Financial Bid)	Annexure 9

Annexure 1: Covering Letter

To,
The Director,
Nehru Memorial Museum and Library,
Teen Murti House, New Delhi 110011.

Date:

Dear Sir

We, the undersigned, offer to provide the Services for **“Supply and Installation of New Chairs and Carpet in the Nehru Planetarium Dome Theatre”** in accordance with your Tender Document. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

- a) We hereby declare that we have fully read, understood and unconditionally accepted the entire scope of work and all terms and conditions of this document. We also declare that we will abide by the details provided to NMML at this stage.
- b) We hereby declare that all the information provided and statements made in this Proposal are true and accept that any misleading information contained in it would lead to our disqualification.
- c) We confirm that all personnel named in the tender will be available to undertake the services. If due to any unforeseen situation such personnel are not available, we shall make available personnel of similar or better credentials which only when approved by NMML, shall be deployed for the project.
- d) If our Bid is accepted, we commit to providing a Performance Security as specified in Section 1 for the due performance of the Contract;
- e) We undertake that we shall not subcontract any part or component of work assigned in this contract to any individual, firm or entity.
- i) Breach of any of the above clauses will entitle NMML to immediately terminate this contract and make us liable for any civil and criminal proceedings.
- j) We understand and accept NMML is entitled to accept or reject any proposal without assigning any reason(s).

Yours sincerely,

Authorized Signatory

Seal

Title

Name of the Company

Date

Annexure 2: Company Details -

1. Name of Company/ Original Equipment Manufacturer(OEM):
2. Address:
3. Name of authorized person of Company/ OEM:
4. Telephone no. of the Company/ OEM:
5. Annual turnover of Company/OEM (along with proof for last three years)
6. Tax Clearance Certificate of Company/ OEM (Proof to be attached)
7. Certificate of Incorporation / Business License (Proof to be attached)
8. Details of Earnest Money Deposit:-

This is certified that the above facts are complete and correct to the best of my knowledge and belief. This is also certified that this agency is not black listed/ debarred by any Govt. Department and no criminal/consumer case is registered/pending against the agency/tendering firms/company or its owner anywhere in the India. It is declared that the company has not failed in completing any previous agreements.

Authorized Signatory

Seal

Title

Name of the Company

Date

**Annexure 3: POWER OF ATTORNEY
TO BE ISSUED BY THE BIDDER.**

To,
The Director,
Nehru Memorial Museum and Library,
Teen Murti House, New Delhi 110011.

Date:

Sir/ Madam,

Know all men by these presents, we _____(name and address of the registered office of the Sole Applicant / Lead Member) do hereby constitute, appoint and authorize Mr. / Ms. _____R/o _____(name and address of residence) who is presently employed with us and holding the position of _____, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the consortium consisting of _____ and _____(please state the name and address of the members of the consortium) / Sole Applicant, for **Supply and Installation of New Chairs and Carpet in the Nehru Planetarium Dome Theatre** (the “Project”), including signing and submission of all documents and providing information / responses to NMML, representing us in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and agree that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Thanking you,

Authorized Signatory

Representative Signature

Signature attested

Bidder Stamp

Note: A recently issued power of Attorney by the bidder can also be used for bidding in this tender in case of Single Bidder.

Annexure 4: Experience of Similar Assignments

Following documents are to be attached in this annexure:

1. List of clients where the bidder has undertaken similar work.
2. Copies of works orders of similar work done.
3. Copies of Satisfactorily Completion certificates.

Note :

Please note that, the above documents would be referred for the evaluation criteria of the vendor.

Annexure 5: Proposed Chairs to be installed at Planetarium

Give details of the Make and Model of the Chairs proposed for Planetarium in conjunction with the Technical Specifications as mentioned in this Document.

Leaflets/ Handouts/ Pictures of Chairs to be installed shall form part of the Bidder's Technical Proposal

Also mention details pertaining to levelling of Dome Theatre floor before installation of new Chairs.

Details of carpet to be used at the theatre floor should also be given.

Bidder also needs to specify the timelines for completion of the project not exceeding 30 days from the date of Work Order

Annexure 6: Technical Bid Checklist

Technical Qualifications-check List

S. NO.	Particulars	Action
1.	Whether E.M.D at the prescribed value as indicated on page No. 2 in the required form quoted is submitted online	Yes/No
2.	Whether the Tender has been prepared in the prescribed format with signature on every page by the authorized official?	Yes/No
3.	Whether the bidders company profile, balance sheets, profit & loss account and ITR returns for last 3 years is uploaded.	Yes/No
4.	Whether copy of GST certificate is uploaded	Yes/No
5.	Whether copy of PAN card is uploaded	Yes/No
6.	Whether copy of certificate issued by the Registrar of Companies/ Shop & Establishment Act. is uploaded	Yes/No
7.	Whether a Certificate for turnover of over Rs. 2,00,00,000/- in each of the last three financial years is uploaded	Yes/No
8.	Whether experience certificates of work done earlier of similar nature is uploaded	Yes/No
9.	If ISO certified Company, enclose documentary proof	Yes/No
10.	Self attested certificate that the firm have not been blacklisted/debarred by any Government Undertaking	Yes/No

Annexure 7: FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made on this day of between _____ (Name of the Bank) (hereinafter called the “Bank”) of one part and Nehru Memorial Museum & Library (hereinafter called the “NMML”) of the other part.
2. WHEREAS NMML has awarded the contract for **Supply and Installation of New Chairs and Carpet in the Nehru Planetarium Dome Theatre** for Rs. _____ (Rupees in figures and words) (herein after called the “contract”) to M/s(Name of the Service Provider) (hereinafter called the “Service Provider”).
3. AND WHEREAS the Service Provider is bound by the said Contract to submit to NMML a Performance Security for a total amount of Rs. _____ (Rupees).
4. NOW we, the undersigned (Name and designation of the signatory) being fully authorized to sign and to incur obligations for and on behalf of and in the name of (Full name of the Bank), hereby declare that the said Bank will guarantee the NMML the full amount of Rs. _____ (Rupees) as stated above.
5. After the Service Provider has signed the aforementioned contract with the NMML, the Bank is engaged to pay the NMML, any amount up to and inclusive of the aforementioned full amount upon written order from the Director, NMML to indemnify the NMML for any liability or damage resulting from any defects or shortcomings of the Service Provider or the debts he may have incurred to any party involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected, the Bank will deliver the money required by the NMML immediately on demand without delay without reference to the Service Provider and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Service Provider .
6. The Bank shall pay to the NMML any money so demanded notwithstanding any dispute/disputes raised by the Service Provider in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
7. THIS GUARANTEE is valid for a period of eighteen months from the date of signing.
8. At any time during the period in which this Guarantee is still valid, if the Director, NMML agrees to grant a time of extension to the Service Provider or if the Service Provider fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that

the Bank will extend this Guarantee under the same conditions for the required time on demand by the Director, NMML and at the cost of the Service Provider.

9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Service Provider.

10. The neglect or forbearance of the NMML in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the given time by the NMML for the payment hereof shall in no way relieve the Bank of their liability under this deed.

11. The expressions "the NMML", "the Bank" and "the Service Provider" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of (Month) _____ (year) being herewith duly authorized.

For and on behalf of the Bank.
Signature of authorized Bank official
Name _____

Designation _____ I.D. No. _____
Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness-1.

Signature _____ Name _____
Address _____

Witness-2.

Signature _____ Name _____
Address _____

Annexure 8: FORM OF AGREEMENT

(On Non-judicial stamp paper of a value of Rs. 100/- or of appropriate value)

THIS AGREEMENT is made on the _____ day (Month) _____ (Year) Between the Director, Nehru Memorial Museum & Library, hereinafter called “the NMML”, (which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor in office and assigns) of the one part AND (Name and address of the Service Provider) through _____, the authorized representative (hereinafter called “the Service Provider”) (which expression shall, unless excluded by or repugnant to the context, be deemed to include

its/their heirs, successors, executors, administrators, representatives and assigns) of the other part, under which the Service Provider shall **Supply and Installation of New Chairs and Carpet in the Nehru Planetarium Dome Theatre** as per the Terms of Reference given in the Tender Document.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Letter of acceptance of award of contract;
 - b. Terms and Conditions;
 - c. Notice inviting Tender;
 - d. Addendums, if any;
 - e. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the NMML to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the employer to execute the **Supply and Installation of New Chairs and Carpet in the Nehru Planetarium Dome Theatre** as per the Tender Document.
4. The NMML hereby covenants to pay the Service Provider in consideration of the execution and completion of the works/services as per the provisions given in the Tender Document.
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from, as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement on the day and the year first above written.

For and on behalf of the Service Provider

For and on behalf of the
NMML

Name of the Signatory
the Officer

Name & Designation of

Stamp/Seal of the Service Provider

Stamp/ Seal of the employer

In the presence of: the presence of:

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

Telephone No. _____

Telephone No. _____

Annexure 9: Financial Proposal

(On the letter head of the bidder)

1. Cost for **Supply and Installation of New Chairs and Carpet in the Nehru Planetarium Dome Theatre** including Three Years Support and Maintenance (A):

Rs.

2. Cost for Floor Levelling (B): Rs.

3. Cost for Floor Carpeting (C): Rs.

4. Buyback of Old Chairs (D): Rs.

5. Amount for all applicable taxes (E): Rs.....

TOTAL AMOUNT (A + B + C + E - D): Rs.

Note: The bidder with Lowest TOTAL AMOUNT shall be termed as L1 and the work will be awarded to the L1 Bidder.

- Prices must include all Statutory Taxes prevalent and all incidental expenses up to the place of destination of the consignee.
- Price bid should be presented in the same format and submission of the same in any other format would make the bid ineligible for final evaluation.
- The entire column shall be clearly in Ink legibly or typed. The bidder should quote the number, rates and amount tendered by him/them in figures and as well as in words. The bidder shall take care that the rate and amount may be written in such a way that interpolation is not possible. No column should be left blank and doing so shall make the tender liable for rejection.

Place:

**Signature of the
Authorized signatory**

Date:

Name & Designation of Signatory: