

**National Green Tribunal
(Principal Bench)**

Faridkot House
Copernicus Marg
New Delhi-110001

Date : 15th December, 2016

File no. NGT(PB)/51/World Confer./2017/Printing/2911/DR

NOTICE INVITING TENDER

SCOPE OF WORK: Printing work for World Environment Conference – 2017 to be held on 25th & 26th March, 2017 at Vigyan Bhawan, New Delhi.

National Green Tribunal is holding World Environment Conference on 25th -26th March, 2017 at Vigyan Bhawan, New Delhi and approximately 2500 guests are likely to attend the conference. To organize this event, NGT intends to print the following items.

The bids for the work are invited from eligible vendors in sealed envelopes as per the terms and conditions of this tender document.

The tender document must be addressed to “The Registrar General, National Green Tribunal (Principal Bench) Faridkot House, Copernicus Marg, New Delhi – 110 001”.

JOB SPECIFICATIONS

Sl. No.	Name of Items	Specifications	Qty.	Rate (Rs.)	Amount (Rs.)
1.	Brochures with envelopes	11"x8" with 350 gsm(cover page) & 300 gms inner pages (Total 20 pages) with lamination & gold embossing. Printing in four(4) colours on both sides with envelope.	2500		
2.	Invitation Cards	6.5"x6.5" with 300 gsm with lamination & Printing in four(4) colours on both sides.	4000		
3.	Valedictory Cards	6.5"x6.5" with 300 gsm with lamination & Printing in four(4) colours on both sides.	4000		
4.	Dinner Cards	6.5"x6.5" with 300 gsm with lamination & Printing in four(4) colours.	250		
5.	Participation Certificates	Sample available in NGT (PB) [Store Section]	2000		
6.	Address Sticker	-	-		
7.	Envelope Lock Sticker	-	-		
8.	Reports & Recommendation Booklet	Pages-76 + Cover inside 130gsm. Cover 300 gsm Lamination + Leaf printing + embossing with envelope.			

2. All interested participants are requested to contact the Store Section NGT (PB) for further clarification of specifications. The samples are available for viewing in the office of NGT (PB) [Store Section] between 3.00 – 5.00 PM on any working day.
3. **Last Date of submitting Tender: 02nd January, 2017 up to 3:00 PM.**
4. Tender Fee: Rs. 500/-.
5. Amount of E.M.D: 6% of the quoted amount.
6. Period of Validity of Tender : 10 days.
7. Mode of EMD and Tender fee: Bidders should make separate D.D. for each “Tender fee” and “EMD” in favour of “The Registrar General” National Green Tribunal payable at New Delhi and send it with the duly filled up Tender / Quotation and all supporting documents. In the absence of Tender Fee and EMD, the tender shall not be entertained.
8. The final rates are subject to the further negotiations with L-1 bidder. In case of higher quantity, the bidders will be bound to supply the material at the same rates. In case of variation of more than 10% on the lower side, NGT will consider to pay higher unit rate considering the variation.

Tender documents can also be downloaded from NGT's web site <http://greentribunal.gov.in> from the Tender section.

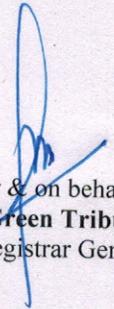
9. You are requested to submit the quotation mentioning rate and amount as per quantity inclusive of Taxes with no additional charges. The delivery shall be made within a week from the date of placement of order or within the time specified by the Competent Authority but not later than **03rd February, 2017**.
10. Important Note for the Bidder: Tenders should be submitted in a sealed envelope and duly super scribed with name of the tender and due date as mentioned ^{and} should be send to:

"The Registrar General"
National Green Tribunal
(Principal Bench)
Faridkot House, Copernicus Marg,
New Delhi-110001

11. The tender will be opened at the chamber of the Chairman of Tender Committee in presence of all those who wish to be present on the occasion on **05th January, 2017 at 4.00 PM.**
12. Please Note that the tender document is subjected to verification with the original tender document, and if any discrepancy is found, the tender would be rejected. The Tender/quotation received after due date shall be summarily rejected. The Tribunal reserves the right to reject any or all Tenders/Quotations, without assigning any reason thereof.

Bidders may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. The decision of NGT (PB) in this regard shall be final and binding.

Tender shall be submitted as per "Instructions to Tenderers" forming a part of the tender document.


For & on behalf of
National Green Tribunal
Registrar General

INSTRUCTIONS TO TENDERERS

1. General

- 1.1 Items for procurements of material for World Environment Conference – 2017 by NGT: As indicated in 'Tender Sheet'.
- 1.2 A bidder in the capacity of Individual or Sole Proprietor, Partnership firm, or Company can participate in the tender and the bidder must forward attested copies of the constitution of its firm such as partnership deed, Memorandum & Articles of Association, etc. along with original Power of Attorney of authorized signatory.
- 1.3 The service is proposed to be executed under the following relationship.
 - a) Purchaser/ NGT National Green Tribunal address as given in 'Tender Sheet'.
 - b) Provider : The successful tenderer to whom the provision is awarded shall become the provider for supply of material for World Environment Conference – 2017 by NGT at Vigyan Bhawan, New Delhi
- 1.4 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder"/"tenderer"), "bid/tendered", "bidding"/"tendering", etc.) are synonymous. Day means calendar day.
- 1.5 Approximate Estimated cost of the Project is as indicated in the 'Tender Sheet.'
- 1.6 Tenderers may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. The decision of Purchaser in this respect shall be final and binding.
- 1.7 A bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm or Company. Violation of this condition is liable to disqualify the tenders in which such bidder has participated.

2 Cost of Bidding

- 2.1 The bidder shall bear all costs associated with the preparation and submission of the bid and the Purchaser will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.

The Bidding Documents

3 Content of bidding documents

The bidding documents include the following:

- Notice Inviting Tender
- Instructions to tenderers
- Tender Sheet
- Form of Bid
- Special Conditions of Contract
- Performa of Bank Guarantee
- Annexure

- 3.2 The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidders' risk and may result in rejection of his bid.

4 Understanding and Amendment of Tender Documents

- 4.1 The bidder must obtain for itself, on its own responsibility and its own cost, all the information including risks, contingencies & other circumstances in execution of supplying the material. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- 4.2 The bidder is advised to visit NGT and can have discussion for further clarification/specifications and samples. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the supply order.
- 4.3 At any time prior to the deadline for submission of bids, Purchaser may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents. The amendment shall be advised to all the prospective bidders.
- 4.4 Purchaser may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

Preparation of the Bids

5 Language of Bid

- 5.1 The bid prepared by the bidder and all documents related to the bid shall be written in English.

6 Signing of All Bid papers.

- 6.1 All the pages of the tender documents, and Form of Bid submitted by tenderer shall be signed and stamped by the tenderer or his representative holding the Power of Attorney (Enclose original Power of Attorney).
- 6.2 While filling up the rates in the Form of Bid, tenderer shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.
- 6.3 The tenderer must fill and submit the rates as per instructions given in Form of Bid. He shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected. If a tenderer does not quote a price/rate for any item in Form of Bid, his tender may be summarily rejected.

7 Deviations

- 7.1 The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. If the tenderer has any observations, the same may be indicated in his forwarding letter along with the tender. Tenderers are advised not to make any corrections, additions or alterations in the original tender documents. If tenderer makes any correction in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, tender is liable to be rejected.

8 Transfer of tender documents

Transfer of tender documents by one intending tenderer to another tenderer is not permissible. Tenderer can submit tender only on the documents issued to him.

9 Period of validity of the tender

- 9.1 The tender shall remain valid for the period indicated in "Tender Sheet" after the date of the opening technical bid of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Purchaser, the tender shall be liable to be rejected.
- 9.2 Notwithstanding the above clause, Purchaser may solicit the tenderers' consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

Submission of Bids

10 Deadline for submission of tender

- 10.1 The tender duly filled must be received by Purchaser at the address specified not later than the date and time mentioned in the "Notice Inviting Tender".
- 10.2 Tender received later than the deadline prescribed for submission of tender by Purchaser is liable to be rejected.
- 10.3 Tenders brought to the office of Purchaser later than the deadline prescribed but before the opening time mentioned in the bidding document shall be declared as delayed tenders and may be considered by Purchaser and decided on its merits. The decision of the Purchaser shall be final and binding.
- 10.4 Any tender received after opening of the tender shall be rejected and returned unopened to the tenderer.

11 Withdrawal of tender

No Tender can be withdrawn after submission and during tender validity period.

- 12 Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the installation and commissioning to be done, local conditions and other factors having any bearing on the execution of the installation.

13 **Sealing and marking of tenders**

13.1 The tenders shall be submitted on or before the due date and time with all the relevant documents and the following:

- a) Forwarding letter of the tenderer.
- b) Documents as per checklist (given in the Annexure-II).

13.2 All completed tender documents shall be sealed in an envelope superscribed with the name of the Provider and the tender description as indicated in "Tender Sheet".

In addition to the above, the envelope shall also contain the name and address of the tenderer to enable tender to be returned unopened if so required.

Bid opening and Evaluation

14 **Opening of the tender**

14.1 Tenders will be opened at the address mentioned in "Notice Inviting Tender" in presence of tenderers or authorized representatives of tenderers who wish to attend the opening of tenders.

14.2 Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.

14.3 Tenderer's name, presence or absence of requisite documents, total cost of project quoted or any other details as Purchaser may consider appropriate will be announced and recorded at the time of bid opening.

15 **Clarification of the tenders**

15.1 To assist the examination, evaluation and comparison of the tenders, Purchaser may at his discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on the tenderer.

16 **Preliminary examination of bids**

16.1 The Purchaser shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

16.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the rate in words shall prevail.

17.3 Prior to the detailed evaluation, Purchaser shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. A material deviation, objections, conditionally or reservation is one;

- i) that affects in any substantial way the scope, quality or performance of the implementation.
- ii) that limits in any substantial way, inconsistent with the bidding documents, the Purchasers' rights or the successful Bidder's obligations; or
- iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

17.4 If a bid is not substantially responsive, it shall be rejected by the Purchaser.

17.5 In case of tenders containing any conditions or deviations or reservations about contents of tender document, Purchaser may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non responsive. Purchaser's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

18 Evaluation and Comparison of tenders

- 18.1 The bids, which are determined as substantially responsive, shall be evaluated by the purchaser for technical compliance and than price aspects. **The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of technical evaluation criteria as per Section 5 of this bid, failing which his tender is liable to be rejected.**
- 18.2 The Purchaser reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. **The tenderer must note that during negotiations the rates of items can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.**

19 Canvassing

- 19.1 No tenderer is permitted to canvass to Purchaser on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.

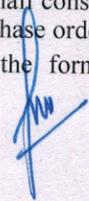
20 Right to accept any tender or reject all tenders

Purchaser reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

- 21 If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of services, the Purchaser shall deem such tender as invalid.

22 Award of Contract

- 22.1 Purchaser shall notify the successful tenderer in writing by a Registered Letter/Courier/Speed Post or per bearer that his tender has been accepted.
- 22.2 Letter of Acceptance after it is signed by the Supplier in token of his acceptance shall constitute a legal and binding contract between Purchaser and the supplier till such time the final purchase order is issued.
- 22.3 Successful bidder is required to submit performance bank guarantee as per the format attached "Annexure -2".



FORM OF BID

Annexure -1

To

National Green Tribunal,
Faridkot House,
Copernicus Marg,
New Delhi- 110 001

Dear Sir/ Madam,

I/We, _____ (Name and address of the tenderer) have read the various terms and conditions of the tender documents attached here with duly signed by me/us and agree to abide by the same. I/We also agree to keep this tender open for acceptance for a period of 10 days from the date fixed for opening the same and on default thereof our Tender will be rejected.

I/We hereby declare that we understand the requirements of NGT and have discussed with NGT officials about World Environment Conference – 2017 and have made ourselves fully conversant of the conditions therein. We propose to provide our services World Environment Conference – 2017.

I/We quote the following rates

Rupees (in words) all inclusive.

Annual recurring Services charge Applicable after 1 year of defect liability period.

Rupees (in words) all inclusive annually.

And hereby bind ourselves to complete the project in all respects within time schedule depicted in tender documents from the date of issue of letter of acceptance of tender.

I/We understand that our tender will stand cancelled without prejudice to any other rights and remedies available to NGT in case our tender is accepted and if:-

- i) I/We do not execute the contract within time period specified in the tender documents.
- ii) I/We do not commence the Project implementation as soon as is reasonably possible after the receipt of the Letter of Acceptance or elsewhere stated in the contract document.
- iii) I/We deviate from agreed terms of the contract.

I/We also understand that until a formal contract agreement is signed, Letter of Acceptance along with all tender documents shall constitute a binding contract between me/us and National Green Tribunal (NGT).

Thanking you,

Yours Faithfully,

Signature _____ In capacity of _____ duly authorized to sign bids for and on behalf of: _____ (In Block letters)

Date this _____ day of _____ 2016.



SPECIAL CONDITIONS OF CONTRACT

1.0 ORDER OF PRIORITY OF CONTRACT DOCUMENTS:

Where there is any conflict between the various documents, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- 1) Purchase Order
- 2) Letter of Acceptance of Tender
- 3) Notice Inviting Tender
- 4) Instructions to the Tenderers
- 5) Tender Sheet
- 6) Form of Bid
- 7) Special Conditions of the Contract
- 8) Annexure

2.0 Delivery Period

The delivery shall be made within a week from the date of placement of order or within the time specified by the competent authority.

3.0 Contract Period

The contract is initially valid for one year and extendable to a maximum period of three years on negotiated terms, conditions and rates.

4.0 Service Levels Guarantee and Penalty Clauses

The vendor will provide 24x7x365 support during defect liability period of one year.

5.0 Payment Terms and Mode of Payment.

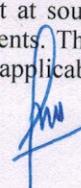
Payment will be made to the supplier against bills generated after the complete delivery of material at the venue specified and to the satisfaction of the competent authority and final settlement will be done after successful completion of World Environment Conference – 2017.

All payments to the Supplier shall be made through RTGS for which they are required to submit the following information:

- Bank Account Number
- IFSC Code.
- Bank Details.

Tax deduction at source:

Applicable taxes shall be deducted from the payments credited/released by Purchaser to the Supplier against completion of installation and commissioning as per law of the land. The deductions shall be made as per prescribed rates prevalent from time to time unless a tax exemption certificate is produced by the Supplier. Amount of tax deduction shall be deposited with the concerned authorities and tax deduction certificate shall be issued by Purchaser. The Purchaser shall deduct at source taxes/duties under any other law/statute as may be applicable at the time of making payments. The supplier shall furnish to the purchaser registration No. under works tax and PAN(for TDS), as applicable.



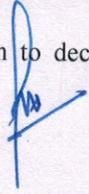
6.0 Termination of Contract and Dispute Resolution

If the vendor fails to deliver the services to the entire satisfaction of NGT within the contract period or extended contract period or at any time repudiates the contract before expiry of such period NGT may without prejudice to the rights of the vendor recover damages for breach of the contract.

Any question of dispute or differences arising under or out of or in connection with or relating to this contract shall be settled amicably between the parties hereto. Failing to this all such disputed and differences shall be referred to arbitration as may be agreed upon, the proceedings of which shall be governed by arbitration or reconciliation act 1996. The arbitrator shall be appointed by Chairman, NGT.

The court of the place where the contract is executed shall alone have jurisdiction to decide any disputed arising out of or in connection with this contract.

7.0 Format for Bank Guarantee: (Annexure -2)



BANK GUARANTEE PROFORMA
(To be stamped in accordance with the Stamp Act)
(Total bank Guarantee to be 10% of the awarded contract value)

Bank Guarantee No. _____

Date : _____

To

Registrar General
National Green Tribunal
Faridkot House
Copernicus Marg
New Delhi – 110 001

[Acting through _____ (Project Incharge) & Address of the Project]

WHEREAS _____ [name and address of contractor]

(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____

dated _____ to execute _____

[name of Contract and brief description of Works]

(hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the contractor shall furnish you with a Bank Guarantee by a scheduled bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of

[amount of Guarantee] _____

[amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand 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 for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid upto (a date 28 days from the date of completion of the work).

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank : _____

Address : _____

Date : _____

