

2018

Ministry of Culture,
Government of India

REQUEST FOR PROPOSAL

Conceptualizing, designing, fabricating and display of a Tableau of Ministry of Culture during Republic Day 2019 on the theme 'Mahatma Gandhi'

No.CM-21024-6/2018-Special Cell
Government of India
Ministry of Culture

Vigyan Bhawan Annexe, New Delhi
Dated, the 13th November, 2018

REQUEST FOR PROPOSAL- SHORT TENDER NOTICE

1. Bids are hereby invited under two bids system i.e. Technical bid & Financial bid from interested Agencies to conceptualize, design, fabricate and display a Tableau of Ministry of Culture during Republic Day Parade, 2019 on the theme 'Mahatma Gandhi' on turnkey basis under **TWO BIDS SYSTEM**. Tender documents can be downloaded through CPP portal "www.eprocure.gov.in /www. indiaculture.gov.in".

2. **Schedule of invitation of E- tender:**

S. No.	Activity	Date
1.	Start date for viewing/downloading of tender documents	13.11.2018
2.	Last date and time for submission of bid	27.11.2018 at 3.00 P.M.
3.	Date and time for opening of Technical Bid	27.11.2018 at 5.00 P.M.

3. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Ministry reserves the right to accept or reject any of the tenders without assigning any reasons therefor.

(NirmalaGoyal)
Director
Ministry of Culture
For & on behalf of the President of India
Tel: 011 23022041

No.CM-21024-6/2018-Special Cell
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REQUEST FOR PROPOSAL

TENDER DOCUMENT

To conceptualize, design, fabricate and display a Tableau of Ministry of Culture during Republic Day Parade, 2019 on the theme 'Mahatma Gandhi' on Turnkey basis under Two Bids system

No.CM-21024-6/2018-Special Cell
Government of India
Ministry of Culture

Vigyan Bhawan Annexe, New Delhi.
Dated, the 13th November, 2018

SHORT TENDER NOTICE

TENDER DOCUMENT

Subject: Tableau of Ministry of Culture for display during Republic Day Parade 2019.

For and on behalf of the President of India, Ministry of Culture, Government of India, invites Sealed tenders/quotations from reputed and experienced agencies to conceptualize, design, fabricate and display a Tableau during Republic Day 2019 on the theme 'Mahatma Gandhi' on Turnkey basis under **TWO BIDS SYSTEM:**

2. Detailed terms and conditions, procedure for submission of bids and other instructions are given in **Annexure-I**
3. The Guidelines for preparation of Tableau proposals for participation in the Republic Day Parade-2019 are given in **Annexure-II**
4. Format for Technical Bid is given in **Annexure-III** and the format for Financial Bid in **Annexure-IV**.
5. Interested agencies are requested to upload their tender on CPP portal. The designs for the proposed Tableau may be attached with their tender and also submit a hard copy to the Director, Special Cell, Ministry of Culture, Room No.109, Vigyan Bhawan Annexe, New Delhi.
6. The detailed schedule of bids is given below:

Sl. No.	Activity	Date and Time	Venue
1.	Pre-bid meeting	19.11.2018 at 11.00 A.M.	Room No. 334-C, Shastri Bhawan, 'C' Wing, New Delhi.
2.	Last date for submission of bid	27.11.2018 latest by 3.00 P.M.	On CPP Portal.

3.	Opening of Technical Bids	27.11.2018 at 5.00 P. M.	Room No. 334-C, Shastri Bhawan, 'C' Wing, New Delhi.
4..	Presentation by eligible bidders	29.11.2018	Room No. 334-C, Shastri Bhawan, 'C' Wing, New Delhi.
5.	Opening of Financial Bids.	04.12.2018	Room No. 334-C, Shastri Bhawan, 'C' Wing, New Delhi.

7. Tenders received after the closing date and time, shall not be entertained.

(NirmalaGoyal)
Director
Ministry of Culture
For & on behalf of the President of India
Tel: 011 23022041

DETAILED TERMS AND CONDITIONS, PROCEDURE FOR
SUBMISSION OF BIDS AND OTHER INSTRUCTIONS

1. Scope of work:

1.1 In the Republic Day Parade 2019, Ministry of Culture (MoC), Government of India is proposing to field Tableau on the theme 'Mahatma Gandhi'. The scope of work would include among other things, conceptualizing, designing a Tableau; preparing a 2D sketch in detail in the way as the same as presentation in 3D wire frame or other appropriate software and; 3D scale model and finally fabrication of the same as a Tableau for the Republic Day parade as well as its display during the parade. **The Tableau should be a grand spectacle and it should be unique so that it catches the attention of the viewers.** Each activity will be subject to clearance/ approval by Ministry of Defence (MoD).

1.2 The work has to be undertaken on a turnkey basis and will include all aspects of fabrication of tableau i.e. from conceptualization, making of designs, modification of designs from time to time as per the requirement and instructions, presentation of the designs before the Selection Committee(s) of the Ministry of Culture (MoC) and Ministry of Defence, fabrication of the models, modifications thereof as per requirements and instructions, presentation of the model before the Committees and upon selection of the model fabrication of the actual tableau and its display at the parade, as per the requirement, specification, time schedule and instructions by the Ministry of Culture and Ministry of Defence.

1.3 Providing of suitable/appropriate lyrics, composing of music, arrangements of artists and actual pre-recording of the music for use in the tableau.

1.4 Arrangements of choreography as per requirement including arrangements of artists etc.

1.5 The job will also involve actual presentation and display of tableau during the Republic Day parade, full dress rehearsal (if required) and maintenance of requirement services at the time of presentation during the event.

1.6 The turnkey project would also include any other work that may have direct or indirect bearing with the fabrication and presentation of the tableau and may facilitate the project in any manner.

1.7 MoC will have the right to modify, change, accept or reject the work in totality or any part thereof or cancel the project at any stage without assigning any reason. The copyright of the work shall vest with the MoC and it would have rights on the awards won, if any.

1.8 The specifications of the Tableau, 2D sketch and 3D scale model etc., are to be as per the specification of the MoD (details enclosed at **Annexure-II**)

1.9 While it would be the sole responsibility of the successful bidder to whom the work is awarded to ensure appropriate and excellence aesthetic, creative and technical delivery of the Tableau, MoC would from time to time review, monitor and advise and if needed seek modifications to suit the needs and as deemed appropriate.

2. **Time frame**

2.1. The Agency selected for execution of the job has to complete the tableau as per deadlines and time schedule fixed by the MoD for completion of various stages of the work and any time schedule to be fixed by the MoC so as to enable the Authority to monitor and refine the processes involved in fabrication, as per their requirement from time to time, before the display (This will be intimated to the selected vendor).

2.2. The designated officer in-charge will have the right to make necessary modifications/alterations in the layout till the last moment in order to ensure that a quality product is finally put on display.

2.3. After the event is over, the Agency shall be responsible for dismantling and removing the materials as per the prescribed time schedule of the MoD and shall be liable to 'pay any demurrage' that might be imposed by MoD for non-compliance of dismantling schedule.

2.4. Dismantling and removal of material has to be done by the Agency at its own cost, hence the same may be factored in the financial quote.

2.5. Dismantling should be done in such a manner as to enable the MoC to use the model in any way it deems fit.

2.6. The decision of MoC about the quality of services will be final and shall not be challenged by the agency on any ground whatsoever. No stock footage will be used by the agency without the prior approval of MoC.

2.7. Failure to meet the time schedules will invite penalty @ 5% of the contract value per day.

3. **Eligibility Conditions**

3.1 The agency should be a registered legal entity with at least five years standing.

3.2 Agency with experience of theme based design and fabrication i.e. conceptualization and execution of themes, fabrication of working model and displays at National or State level exhibitions for at least for five years.

- 3.3 Agency having experience of conceptualization of theme, fabrication and display in pavilions/exhibitions in other events of repute over at least for five years can also apply.
- 3.4 Agency should have a minimum annual turnover of Rs. 2.00 crore and above for the last five years.
- 3.5 Agency must have experienced creative personnel like visualizer, concept director, fabricators etc. either on their rolls or on retainer basis.
- 3.6 Agencies that have won prizes/commendations for tableaux designed by them in the Republic Day parade in the previous years and/or having experience of fabricating tableaux for social sector /Departments/Ministries will be given preference.
- 3.7 Agency must have GST Numbers and other statutory requirement, as applicable.
- 3.8 All the pages of the tender documents should be stamped and signed by the authorized signatory.
- 3.9 Registration with any Government bodies like ITPO or organizations like FICCI will be given due preference.
- 3.10 Agency registered under Micro, Small and Medium Enterprises (MSME) Act should submit a copy of registration certificate.

4. Documents required to be submitted along with the bid

The Agency bidding for the above shall furnish the following self-attested copies of documents along with the bid:

- 4.1 Certificates/work-orders for any theme based fabrication showing experience of conceptualization of theme, fabrication and display either of Republic Day Tableaux or at National level or State level exhibitions over five years.
- 4.2 Valid GST Registration Certificate.
- 4.3 PAN Card along-with Income Tax return for the last five years.
- 4.4 Earnest Money Deposit (EMD)/Bid Security of Rs.50,000/- (Rupees Fifty thousand only) in the form of Account Payee DD, Fixed Deposit Receipt, Banker's Cheque issued by any commercial bank in an acceptable form, in favour of DDO, Ministry of Culture, payable at Delhi, valid for a period of at least 45 days beyond the final bid validity period. The same shall be returned to unsuccessful bidders without interest, after the tender process is completed and acceptance of contract/award by the successful bidder. The envelope containing the Earnest Money shall be deposited with Smt. Nirmala Goyal, Director (Commemoration), Ministry of Culture, Room No. 109, Vigyan Bhawan Annexe, New Delhi by 3.00 PM on 27-11-2018. The technical bid of the agency who does not deposit the Earnest Money before above date and time will not be considered for opening on **27.11.2018 at 5.00 P.M.** and their bid documents will be returned unopened.

4.5 The Bid shall be typed and be stamped & signed by a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by a written power-of-attorney accompanying the bid. The person or persons signing the bid shall initial all pages with seal/stamp.

4.6 The bid security shall be forfeited,

- a) If the bidder withdraws its bid during the period of validity specified in the bid form.
- b) If the successful bidder fails to sign contract within one week of the issue of Letter of Contract/Award.
- c) If the successful bidder fails to furnish performance security.

In either case, the bidder shall not be eligible to participate in any tender initiated by the Ministry of Culture (MoC) for same item for three years from the date of issue of Notice Inviting Tender. The bidder shall not approach the court against the decision of MoC in this regard.

4.7 Information about the Agency as per **Annexure – V.**

4.8 Declaration by the Agency as per **Annexure – VI.**

4.9 Declaration by the Agency about Non-tampering of Documents in case of downloaded tender as per **Annexure – VII.**

4.10 Declaration by the Agency regarding near relatives not working in MoC as per **Annexure – VIII.**

4.11 Pre-receipt for refund of EMD as per **Annexure – IX**

4.12 All documents/information required for Technical Bid shall be enclosed as per **Annexure–X.** Failure to furnish the information and documents required as per Bid Documents may result in rejection of Bid. All the page of the tender documents and certificates shall be duly stamped & Signed by the bidder.

5. Procedure for submission of Bids:

5.1 The Technical and Financial Bid should be uploaded on CPP portal **latest by 3.00 PM on 27.11.2018.**

6. Bid Prices:

6.1 The Bidder shall indicate in the Financial Bid for Concept, drawing, 3D model, 3D walk-through presentation, Fabrication and other services it proposes to provide under the Contract in Indian Rupees (INR). This will be a turnkey project. Prices quoted must be firm and fixed and shall not be subject to any upward modifications, on any account whatsoever, including modifications required to be carried out at the suggestion of the designated committee of Ministry of Culture and/or MoD. In absence of above information, a bid may be considered incomplete and summarily rejected.

- 6.2 The Bidder shall prepare the bid based on details provided in the Tender documents. The Bidder shall carry out all the tasks in accordance with the requirement of the Tender documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the Tender document.
- 6.3 The Financial bid should clearly indicate the price to be charged without any qualifications whatsoever and should exclude all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. The taxes may be shown separately in the Financial Bid.
- 6.4 Rate should be quoted in English figures and words without any overwriting, corrections, errors, omissions etc.
- 6.5 The price quoted by the bidder shall remain fixed during the entire period of the contract and shall not be subject to variation on any account. A bid submitted with a price variation clause will therefore be treated as nonresponsive and rejected.

7. Authorized Signatory (Bidder):

- 7.1 The "Bidder" as used in the Tender shall mean a Company/Firm/Proprietor, who submits the proposal to MoC for providing the services required under the proposed Contract, and who has signed the Tender document forms.
- 7.2 The Bid shall be typed and be stamped & signed by a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by a written power-of-attorney accompanying the bid. The person or persons signing the bid shall initial all pages with seal/stamp.
- 7.3 The Bidder shall duly sign and seal its bid with the exact name of the company/firm to whom the contract is to be issued.
- 7.4 The bid shall contain no erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

8. Submission of Bid

- 8.1 The Bids should be uploaded online on CPP portal. Hard Copy of the design and Earnest Money may be submitted to the Director (Com.), Ministry of Culture, Room No. 109, Vigyan Bhawan Annexe, New Delhi **by 3.00 PM on 27.11.2018.**
- 8.2 Any bid received after the specified time and date for submission of bids shall be rejected.

9. Tender Opening

- 9.1 The bids shall be opened in the presence of the bidder or their authorized representatives, who wish to be present at the time of opening of bids on the due date, at their own cost. In case the date fixed for the opening of the bids is declared as holiday by the Government of India, the bids will be opened on the next working day at the same time.
- 9.2 The bidder or their authorized representatives should be available on that day to explain and present their concept to the MoC's Evaluation Committee.

10. Terms and conditions:

- 10.1 The bidder must have prior experience of carrying out the work relevant to the task in Government organizations (see Para 3 for details of eligibility conditions).
- 10.2 The bidders have to deposit Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand only) through account payee demand draft drawn in favour of "DDO, Ministry of Culture, payable at Delhi. The EMD has to be deposited with the Director (Com), Room No. 109, Vigyan Bhawan Annexe, New Delhi by **3.00 P.M. on 27-11-2018**. Tenders received without EMD would be summarily rejected. The Agency registered under Micro, Small and Medium Enterprises (MSME) Act is exempted from depositing EMD.
- 10.3 The bidders are advised to ensure their capacity & capability before bidding as the task has to be completed in a time bound manner under the direction of MoC. Only those bidders who are willing and are in a position to comply with these terms and conditions need to submit the tenders.
- 10.4 MoC reserves the right to reject any tender without assigning any reason. If any successful bidder fails to fulfill his obligation under this tender, Agency may be blacklisted and MoC would also be free to circulate such blacklisted agencies to other Ministries / Departments of Govt. of India.
- 10.5 The work of Tableau will be executed in three stages viz. (i) acceptance of concept by Ministry of Defence, (ii) acceptance of 3D model by Ministry of Defence and (iii) actual participation.
- 10.6 The cut-off dates of delivery at each stage are crucial. Failure to deliver within this deadline would amount to non-performance and MoC would impose such penalty that is deemed to be reasonable with or without cancelling the work order.

11. Address for Correspondence

- 11.1 The Bidder shall intimate the official mailing address, place, email and telephone/mobile number to which all correspondence shall be sent by MoC.

12. Contacting the Department:

- 12.1 No bidder shall contact MoC on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded.
- 12.2 Any effort by a Bidder to influence the Department's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

13. Evaluation of the Bids by Ministry of Culture

- 13.1 The designated committee of MoC will open the Bids, in the presence of the representatives of the Bidder at the time and date, as mentioned in Para 2 of the tender notice.
- 13.2 The Bidder's names, bid withdrawals and the presence or absence of the requisite Earnest Money and such other details as MoC, at its discretion, may consider appropriate, will be announced at the bid opening.

14. Clarifications:

- 14.1 When deemed necessary, MoC may seek clarification on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the bid submitted or price quoted.

15. Process and Procedure for evaluation of the bids

15.1 Stage 1 – Short listing of eligible bidders

All bids received in response to the tender notice shall be scrutinized by a designated committee of MoC to Check the fulfillment of essential eligibility conditions, which are stated below (decision of designated committee would be subject to approval of competent authority of MoC):-

1. Furnishing of EMD of Rs.50,000/- (Rupees fifty thousand only) by **3.00 P.M.on 27-11-2018** in the form prescribed in the tender document.
2. A minimum average annual turnover of Rs.2.00 crore (Rupees two crore only) in the last 5 years period (2013-14 to 2017-18) (based on audited accounts and / or Chartered Accountant's certificate). In case audit of account of accounts for the year 2017-18 is not complete and a certificate to that effect is produced from the chartered accountant, accounts for the period 2013-14 to 2016-17 will be taken into consideration (submission of false certificates / information will lead to disqualification at any stage).

3. Experience of conceptualizing / designing / fabrication of similar works, at least two such works, out of which one should be for participation of tableau in the National Republic Day Parade of any Central Govt. Ministry/Department/Organization or State Govt./Organization in the past 5 years (document showing proof of undertaking such work like work order issued by the concerned Ministry / State Govt. / Organization to be produced).

Only those bidders, who fulfill all the essential eligibility conditions prescribed above shall be considered for making a presentation before a designated committee of MoC and detailed technical evaluation.

Short listing will be made on the assessment of the technical bid, i.e. eligibility criteria and treatment of the theme and its presentation in the form of drawings and designs.

- 15.2. Stage – 2 – Technical Evaluation:** All the bidders declared eligible by the competent authority based on the recommendations of the designated committee shall be subject to detailed technical evaluation based on the information/detail/concepts/design etc. furnished in their tender/bid as well as the presentation made before the designated committee and will be awarded marks on various parameters as detailed below:-

S. No	Parameter	Criteria/ Documents required	Max Marks	Min. Marks required	Remark
1.	Prior Experience Undertaking/execution of work of conceptualizing/ designing/fabrication of tableau in National Republic Day Parade (RDP) in the last 5 years on behalf of any Central Govt. Ministry/Deptt. or State Govt. or any other organization.	See Note I Below	30	15	
(a)	If such tableau won any award (i.e. tableau got selected by the MoD, participated in the RDP and won some prize.		--	--	
i)	In case of only one such case of winning prize in the last 5 years		15	--	
ii)	In case of 2 of such cases		22	--	
iii)	In case of more than 2 cases		30	--	
(b)	If such tableau didnot win any award (i.e. tableau got selected by the MoD, participated in the RDP and did not win any prize.	See Note I & III below	--	--	
i)	In case of only one such case		10	--	
ii)	In case of 2 of such cases		15	--	
iii)	In case of more than 2 cases		20	--	
2.	Thorough understanding of the theme of the proposed tableau, its	See Note II below	15	08	

	details, implementation status and such other related aspects.				
3.	Soundness and innovativeness of the concept/ design/3D model proposed in the tender, duly conforming to the guidelines of MoD		25	13	
4.	Presentation before the designated committee/ assessment committee		30	15	
		Total	100		

NOTE I– Only the works undertaken/ executed by the bidders, as evidenced by work orders in their name and certification of concerned Ministry/Department/SG/organization regarding participating and winning of prize etc. shall be accepted. Production of documents in this regard is essential. Simple declaration by the bidders shall not suffice.

NOTE II – Brief understanding note to be submitted by the bidder on this count along with technical bid and will be supplemented by discussion/quizzing during the presentation. In fact overall proposal submitted by the bidder will also be reflective of how well he has understood the scheme.

NOTE III – Cases covered under (a) i.e. Award winning entry will not be considered again for marks for participation i.e. one entry can qualify only for marks either as award winning or as participants.

- (a) Only those bidders who obtain minimum of 70 marks out of 100 on the various criteria stated above, subject to a minimum required marks under various parameters as listed in col.5 of the table above will be considered for opening of their financial bids.
- (b) In case a minimum of 3 bidders do not obtain 70 marks, then top 3 bidders shall be selected, provided they obtain a minimum of 50 marks out of 100 on the various criteria stated above, subject to obtaining of at least 75% of the minimum qualifying marks under different parameters as listed in col.5 of the table above.
- (c) In case no bidder obtains 50 marks out of 100 or 75% of minimum qualifying marks under various parameters stated above, further process with respect to the tender shall be dropped.

15.3 Stage-3 - Financial Bids: Bidders who qualify for the second stage of technical evaluation stated above will be considered for opening of financial bids. The total marks allotted for financial bids are 30 and will be allotted as per following procedure:-

The bidder who has quoted the lowest rate (amount) for all the items taken together i.e. sum total at Sl. Nos. of **Annexure-IV** financial bid of the tender, will be awarded full 30 marks. Other bidders would be awarded marks proportionately as per following formula (marks will be counted only upto 2 decimals):

$$\frac{\text{Total amount quoted by the lowest bidder}}{\text{Total amount quoted by a particular bidder}} \times 30$$

Example: If there are 5 financial bids who have qualified in the technical evaluation process stated above and who have quoted rates/amount for all the items taken together as given in col. 2 of the table below, their marks will be calculated as given in col.3 in the table below (marks upto 2 decimals):

Bidder No	Total amount quoted (Rs.) (under S.No.5 of Financial Bid)	Marks to be awarded
1.	80 (Lowest Rate)	$80/80 \times 30 = 30.00$
2.	200	$80/200 \times 30 = 12.00$
3.	150	$80/150 \times 30 = 16.00$
4.	180	$80/180 \times 30 = 13.33$
5.	160	$80/160 \times 30 = 15.00$

15.4 Overall Evaluation - Determination of lowest bidder: Bidder who obtains maximum marks out of 130 (i.e. total of technical bid marks (100) and financial bid marks (30) shall be declared as lowest bidder and selected for first stage i.e. preparation of concept/ sketch/ design etc. with modifications as suggested by the designated committee of MoC and expert committee of MoD duly conforming to the guidelines of MoD etc. If the design presented by MoC before the expert committee of MoD is accepted, the bidder would be asked to proceed to the second stage i.e. preparation of the model and if the same is also accepted/ approved by the expert committee of MoD, with or without modifications, the bidder would be asked to proceed to the third stage i.e. fabrication of the tableau as per the approved design, Model, either by itself or by engaging any other agency/ contractor on his own, and taking all related activity for actual participation of tableau in the RPD 2019.

15.5 Unless stated otherwise, the financial bid document is for the whole scope of the work as described in the tender document. The bidder will not be permitted to add any costs later on. The total cost / bid amount indicated in the financial bid will be deemed to be for the entire scope of work outlined / detailed in the tender document, subject to modifications required to be done as per the suggestions of designated committee of Ministry of Culture/MoD. The costs / rates / amounts quoted by the bidder in the financial bid should allow for all costs including labor, materials, consumables, spares, equipment, procurement, freight and installation, transportation charge and all

kind of taxes/duties whatsoever payable on the components or the completed works and satisfactory performance of the bidders obligations under the tender / agreement. Hence, levy of taxes over and above quoted rates, if any, like GST etc. should be specifically stated in the financial bid with prevailing rates of such taxes to enable uniform comparison of the financial bids of the various bidders. In the absence of any such specific statement, along with rates, the quoted rates / amount will be presumed to be inclusive of taxes / duties / levies of all kinds, including GST.

Note: Classification of any bidder as 'Successful Bidder' does not automatically bestow any right on him to get the work awarded to him, which is subject to further processing and obtaining approval of competent authority of MoC. MoC, for valid reasons, reserves the right to not allot the works to lowest bidder and even cancel the entire tender process at any stage, even after process for determining lowest bidder is over.

16. Right to Accept Any Bid and to Reject Any or All Bids

16.1 MoC reserves the right to accept any bid, and to annul the Tender process and reject any or all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for MoC's action.

17. Award of Contract

17.1 MoC will notify the successful Bidder by e-mail or writing, by registered letter/speed post that its bid has been accepted.

17.2 Upon notification of the successful bidder, MoC will promptly notify each unsuccessful Bidder and their Earnest Money Deposit will be refunded immediately as soon as possible.

18. Signing of Contract

18.1 On notifying the successful bidder, MoC will send the Bidder the Contract Form, incorporating all agreements between the parties.

18.2 Within 5 days of receipt of the Contract Form, the successful Bidder shall Sign and date the Contract and return it to MoC

18.3 Signing of Agreement shall constitute the award of hiring contract on the Bidder.

19. Performance Security

19.1 The successful bidder shall be required to deposit Performance Security on awarding of the contract. The amount of the Performance Security would be 5% of the value of the contract. The security may be furnished in the form of an *a/c* payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank in an acceptable form in favour of PAO, Ministry of Culture. Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the agency. The security shall be refunded, subject to satisfactory and

timely completion of job. After receipt of Performance Security Amount, EMD amount shall be refunded to the successful bidder.

20. Annulment of Award

Failure of the successful bidder to comply with any of the tender/contract conditions shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event the MoC may make the award to any other bidder or call for new bids.

21. Rejection Criteria

21.1 Besides other conditions and terms highlighted in the Tender document, bids may be rejected under following circumstances:

a) Technical Bid

- (i) Incomplete bids that do not quote for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the Bidder
- (ii) Bids providing information that are found to be incorrect/misleading at any stage/time during the Tendering Process Technical Bid containing commercial details
- (iii) Bids that reveal prices in any form or by any reason before opening the Financial Bid. –

b) Financial Bid

- (i) Bids where prices are not firm during the entire duration of the contract and / or with any qualifications
- ii) Bids which do not conform to MoC price bid format

c) Others

- (i) Bids that do not confirm unconditional acceptance of full responsibility of executing the 'Scope of Work' of this Tender
- (ii) Bids in which the Bidder seeks to influence the MoC's bid evaluation, bid comparison or contract award decision
- (iii) Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder
- (iv) If the requisite Earnest Money Deposit in the manner does not support the tender provided therein.

- (v) If the tender is not duly signed, or not found proper or complete to the satisfaction of MoC in any reason(s) which shall not be disclosed to the tenderer(s).
- (vi) If the tenderer seeks changes in terms and conditions, specifications, deviations in specifications or time limits as envisaged in the contract.
- (vii) If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.
- (viii) Without assigning any reason thereof.

22. Termination of Contract

The Secretary, MoC may, without prejudice to any other right/remedy for breach of contract, terminate the contract in whole or in parts.

- i) If the Agency fails to arrange the supply of any or all of the deliverables within the period specified in the contract or any extension thereof granted by the MoC.
- ii) If the Agency fails to perform any other obligations under the contract agreement.
- iii) The Secretary, MoC may, without prejudice to any other rights under the law or the contract provided, get the hiring done at the risk and the cost of the Agency, in the above circumstances.
- iv) Notwithstanding anything contained herein, the Secretary, MoC also reserves the right to terminate the contract at any time or stage during the period of contract, by giving notice in writing without assigning any reason and without incurring any financial liability to the service provider/Agency.

23. Termination for Insolvency

The Secretary, MoC may also, by giving written notice and without compensation to the service provider/Agency terminate the contract if the Agency becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

24. Terms of payment

The payment shall be made to the agency as per the following schedule:-

- A. 5% of total contract value will be paid after approval of Concept and Design of MoC Tableaux by MoD, intended for tableau demonstration.
- B. 25% of the total contract value shall be released after completion of the work up to the preparation of the structure (including the woodwork) with successful test of model simulations of shock table test and mock drills of drop-cover-hold exercise.
- C. 60% of the total contract price shall be paid after satisfactory completion and display of the tableau as detailed in the scope of the work on 26th January, 2019 and completion of all the formalities.

- D. 10% of the cost of the project will be deducted as salvage value of the tableau from the final bill, unless MoC decides to retain the Tableaux, in which case the amount will be paid to the Agency.
- E. Deduction at source for income tax or any other tax as applicable shall be made as per rules.
- F. MoC shall not be liable for any default of payment by the agency to the parties involved or engaged by it for this project.
- G. MoC will not bear any additional cost of any kind for any work that the agency may have to undertake in course of the project beyond agreed amount as per tender.
- H. GST as applicable with any cess, would be payable only after submission of documentary evidence of deposit by the agency.

25 Force Majeure

- i) If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any War, or Hostility, Acts of the public enemy, Civil commotion, Sabotage, Fires, Floods, Explosions, Epidemics, Quarantine Restrictions, Strikes, Lockouts or Act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be liable for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the MoC as to whether the work has been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option, terminate the contract.
- ii) Provided also that if the contract is terminated under this clause, the MoC shall be at liberty to take over from the Agency at a price to be fixed by the MoC which shall be final, all un-used, un-damaged and acceptable materials, bought out components and stores in the course of manufacture in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the MoC elect to retain.

27. Arbitration:

In the event of any question, dispute or difference arising under the Agreement, or in connection thereof, except as to matter, the decision of which is specifically provided elsewhere under the Agreement, the same shall be referred to an Arbitral Tribunal, hereinafter called the "TRIBUNAL" consisting of sole Arbitrator to be appointed upon nomination made by Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. The venue of Arbitration shall be New Delhi. The Arbitration

proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996, as amended or replaced from time to time.

28. Jurisdiction:

The decision of the majority of arbitrators shall be final and binding upon both Parties. The expenses of the arbitration, as determined by the arbitrators shall be shared equally by MoC and the Firm. However, expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself. All Arbitration awards shall be in writing and shall state the reasons for the award.

29. Dispute Settlement:

Performance of the Contract is governed by the terms and conditions of the Contract. In case any dispute arises between the Parties regarding any matter under the Contract, 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 fifteen (15) days after receipt. If that Party fails to respond within fifteen (15) days, or the dispute cannot be amicably settled within thirty (30) days following the response of that Party, clause 27 of above shall become applicable.

30. Indemnity

The Agency shall indemnify the MoC in respect of any damages, claims, loss or action against MoC for acts of commission or omission on the part of Agency, its agents or servants.

31. Breach of Contract

The breach of contract is the failure or refusal to perform the said contract. Any breach of contract by one party to it gives the other party an immediate cause of action and a right to damages as compensation for loss following from the breach of contract. A breach occurs where a party to the contract repudiates or fails to perform one or more of the obligations imposed upon him by the contract. The failure to perform may take place when the time for performance has arrived or even before that. Thus, "Breach of Contract" mentioned above covers (a) the Anticipatory Breach and (b) the Present Breach.

The MoC may without prejudice to its right against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:

- i) If the Contractor having been given by the MoC, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the MoC (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.
- ii) If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii) If the contractor commits breach of any of the terms and conditions of this contract.
- iv) If contractor commits any act mentioned in Clause 21.
- v) If contractor commits any fraud with the MoC, or any fraudulent motive is detected in his action.
- vi) If contractor demands undue charges not stipulated in this contract.

32. Other Miscellaneous Conditions:

- i) The Secretary, MoC reserves the right to counter offer price against price quoted by the bidder.
- ii) The Secretary, MoC reserves the right to disqualify such bidders for a suitable period who fail to honour their bid without sufficient ground.
- iii) The tenderer must read carefully all the terms, conditions and specifications before filling up the tender schedule and his quotation.
- iv) In respect of the matters pertaining to this contract, tenderer shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organization. All disputes, differences, clarifications etc. arising out of this contract will be represented by tenderer himself or by his legal representative at Delhi only.
- v) The tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document.
- vi) It may be noted that the tender notice is only for fixing a contract and shall not be construed as invitation to bid for providing the job i.e. there is no guarantee for award of work without assigning any reason whatsoever may be.
- vii) Any tenderer participating in this tender should make sure that he will be able to carry out the work in the contract in time bound manner.

- viii) It is implied that the tenderer has obtained all necessary information directly or indirectly affecting the contract such as legal stipulation, delays and hindrance or interference in executing the contract and has satisfied him/her before making the offer. Unexpected difficulties or expenses shall NOT be considered excuses for difficulties in performing the contract. The rates quoted should take all factors into consideration.
- ix) The tenderer acknowledges that he assumes all risks contingent upon the nature of the contract to be actually encountered by him in executing the contract, even though such actual conditions may result in the tenderer performing more or less work than that originally anticipated.
- x) The tenderers who are confident of executing the contract in time by employing the required resources, men and materials should only participate in this tender offer.
- xi) The tender schedule shall be read in conjunction with Specifications, General Instructions, and Conditions of Contract and Additional conditions. The tenderer shall be deemed to have carefully examined all these documents. It is further understood and agreed that the tenderer by careful examination satisfied him with the terms and conditions of the tender document.

Guidelines for preparation of tableau proposals for participation in the Republic Day Parade – 2019

1. Suggested theme

Mahatma Gandhi

2. Selection Process of the Tableau by the MoD

The tableau proposals received from various organizations/ agencies are evaluated in a series of meetings of the Expert Committee consisting of prominent persons in the field of art, culture, painting, sculpture, music, architecture, choreography, etc. In the first phase of selection, the sketch/design proposals are scrutinized and suggestions, if considered necessary, are given to carry out modifications in the sketch/design. Once the sketches/designs are approved by the committee, the participants are asked to come up with three-dimensional models of their proposals. However, entering into the model stage itself does not mean selection. The models are thereafter examined by the Committee for final selection depending upon various considerations. Not more than one tableau from an organization can participate in the parade.

Adequate time is given to the concerned agencies to make arrangements for attending the meetings of the Expert Committee. Non-attendance in any meeting means withdrawal and concerned agency will not be invited in subsequent meetings. All cost for attending the meetings is to be borne by the concerned agency. **All interaction with the members of the committee will be made by the official representative of the organization concerned. The artists/designers, etc. may accompany the official representative to suitably take note of the suggestions given by the Committee to carry out modifications in their respective sketch design /model. They will, however, not directly interact with the members of the Expert Committee unless they are specifically authorized by the Committee to do so to explain any specific point.**

3. Preparation of Sketch / Design

The sketch/design drawn (preferably in graph) on a scale of 1:1" should be simple, colourful, easy to comprehend and should avoid statistical data and unnecessary details. It should be able to convey, whatever it presents, by itself and should not require any explanation, writing or elaboration. Writing or use of logos on tableaux is not allowed except the name of States/UTs presenting which is allowed in Hindi in the front, in English on the back and in Regional language on the sides of the tableau. Similarly, in case of Ministries/departments and other agencies, name of the Ministry /Department/Organization is to be given in Hindi in the front and in English on the back.

Designs in virtual reality in the form of CD showing the various components displayed from different angles, can also be presented.

4. Preparation of models

After the approval of the proposed sketch/design by the Expert Committee in its preliminary meetings, three dimensional model of the proposed tableau would be prepared on the lines of the suggestions given by the Committee for further inspection. Final approval for participation would be accorded only after the models of the tableaux are finally selected by the Committee.

5. Points to be kept in view while drawing up the proposal

- i) One tractor and one trailer, upon which a tableau would be fabricated, would be provided by the Ministry of Defence free of Charges.
- ii) No additional tractor, trailer or other types of vehicles would be allowed to be used in the tableau. This aspect should be kept in mind while preparing the designs of the tableau proposals to be presented before the Central Expert Committee.
- iii) There is no objection to the use of vehicles other than tractor and trailers for fabrication of tableaux to give them a different look. But these vehicles will have to be arranged by the sponsoring authorities themselves. Under no circumstance, the total number of vehicles used in a tableau or the total number of distinguishable mobile components of a tableau would be more than two.
- iv) As far as possible, there should be some movement, sound and animation on the tableaux.
- v) The number of performers on the trailer would not be more than 10 persons. No performer is permitted to be on the tractor component of the tableau. Attractive ground element however can be considered on a limited number of tableaux only if it goes with the theme. These conditions are subject to modifications by MoD depending on the requirement of the tableau.
- vi) In case of tableaux on cultural, historical/traditional themes, the colours, designs, costumes, materials, etc. used should be authentic to present local flavour. The performers on the float or on ground should also look to be authentic in case any cultural or traditional is being depicted.
- vii) The sketch should clearly depict as to how the tractor pulling the tableau will be used as a part of the theme. Camouflaging the tractor should be in harmony with the main theme of the tableau. There should be a gap of about 6-7 feet between the tractor and the trailer and /or between two trailers for turning or maneuvering. This should be taken into account while designing the tableau.

viii).In case, a tableau is proposed to be integrated with a folk dance, it should be ensured that the selected dance is a genuine folk dance and the costumes and musical instruments are authentic. The Tableau and the dance should also have thematic unity. The strength of the dance party, excluding those who are to perform on the tableau, should not exceed 25 persons. The video clippings of the dance may also be sent along with the Proposals.

6. **Dimensions**

While preparing the sketches and subsequently, three dimensional models, the following approximate dimensions of the trailers and tractors, which will be supplied to them for the fabrication of the tableau, may be kept in view:

Trailer

Length	:	24' 8"
Width	:	8'
Height	:	4'2
Load carrying capacity	:	10 tons

The length, breadth and height of a single tableau should not exceed 45', 14' and 16' (from the ground level) respectively. **If it is proposed to use any other vehicles under own arrangements, particulars thereof should be indicated in the proposal.**

7. **Facilities to be provided by the Ministry of Defence**

During the meetings of the Expert Committee, the facilities such as a PC, LCD Projector, DVD Player and an overhead projector would be made available by the Ministry of Defence. Should there be any other support requirements, the Ministry may be informed in advance

Technical bid for conceptualization, designing, fabrication and display of tableau of 150th birth anniversary of Mahatma Gandhi during republic day parade 2019

1. Name of Agency/Organization:
2. Name and designation of the authorized signatory and his/her contact details
3. Complete office address (with telephone/mobile & e-mail):
4. Experience in the area of conceptualization, designing, fabrication and display of Republic Day tableaux at National/State level, if any (detailing the years, organization and theme) - (Enclose relevant documents, work orders, work completion certificate in support of the claims).
5. Experience in fabrication and display of tableaux in other major events, if any (detailing the years, organization and theme) - Enclose relevant documents in support of the claims.
6. Photographs / CDs of earlier work:
7. Awards/ medals/ prizes won (with details including copies of the certificates)
8. Certified copies of the Chartered Accountants indicating the turnover of the agency for the last five financial years.
9. Particulars of the latest PAN No (attach a photo copy)
10. Furnish details of EMD like DD No, Name of Issuing Bank, date etc.
11. Please attach the following documents:
 - 11.1 Concept proposal along with a sketch/design of how you will treat and visually present the theme.
 - 11.2 A brief note on your understanding of the concept/background

Date

Signature of Authorized Signatory

FINANCIAL BID

S.No.	Description of Job *	Amount (In Rupees)
1.	Preparation of Concept	
2.	Preparation of Design	
3.	Preparation of Drawing	
4.	Fabrication& Presentation of Tableau	
5.	Display at Republic Day Parade 2019	

***Note:** This will be a turnkey project

INFORMATION ABOUT THE BIDDER

1. Name & Address of Firm/Party: _____
 - a. Telephone No. :
 - b. Office: _____
 - c. Residence: _____
 - d. Mobile): _____
2. Whether it is Proprietorship or Partnership

3. Full Name(s) of Proprietor or Partners
_____ (Attested copies of partnership deed should invariably be attached along with Authorizations)
4. Permanent Account Number (Income Tax)

5. GST Registration Number of the Firm/Party

6. Reference Number of Tender Offer of the Firm/party

7. E-mail ID:

Signature of authorized person
Date: Full Name:

Seal:

Place:

DECLARATION

1. I, _____ Son / Daughter / Wife of
Shri _____ Proprietor/Director/ authorized
'signatory of the agency/Firm, mentioned above, is competent to sign' this declaration and
execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake
to abide by them;

3. The information / documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that
furnishing of any false information / fabricated document would lead to rejection of my tender at
any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person
Date: Full Name:
Seal:

Date:
Place:

ANNEXURE VII

DECLARATION REGARDING DOWNLOADED DOCUMENT

I/We Proprietor/Partner(s)/Director(s) of M/s. -----hereby declare that I/We has/have not tampered the tender document No:_____dated_____2019 downloaded from the website e-procurement/www.indiaculture.gov.in .

Signature& Seal-----Name-----

Name & address of the firm:-----

DECLARATION REGARDING NEAR RELATIVES

I/We declare,

1. That I or any of my partner am/is neither working in any capacity anywhere in the MoC nor am/is removed/dismissed from service of MoC.
2. That none of my near relatives are working in any capacity in MoC nor am/is removed/dismissed from service of MoC.

Or

The details of my near relative(s) working in MoC are as under:-

S. No.	Name and Address	Capacity in which working	Office in which working

3. That in case of change of partners or change in constitution of the firm, shall abide by the condition of the contract and shall bring any change to the knowledge of the Secretary, MoC immediately.
4. (i) That I/We shall intimate the name of persons working in MoC related to your employees who are working with me/us in any capacity or are subsequently employed by me/us.
(ii) That none of any employees is a removed/dismissed employee of the MoC.
5. That I/We am/are aware that any breach of the condition would render the contract liable for termination along with cancellation of any other existing contract and forfeiting of my/our Earnest Money Deposit /Security deposit held by The Secretary, MoC.
6. If at any time, it is found that the information given in the above appendix is incorrect/incomplete, the contract is liable to be terminated without assigning any reason and the Security Deposit shall be forfeited and the legal actions shall be initiated without any prejudice to the rights of the Secretary, MoC to debar the firm from entering into future contracts.

Place:

Signature:

Date:

Name:

(Capacity in which he is signing)_____

Note: The term relatives means wife/husband/parents and grandparents/children/grandchildren/brothers/sister/uncles/aunts/cousins and their corresponding in-laws.

ANNEXURE-IX

PRE RECEIPT

FOR REFUND OF EARNEST MONEY

Received with thanks from Ministry of Culture, Government of India, a sum of
Rs. _____/-

(Rupees _____ only).

Towards refund of Earnest Money Deposit paid in respect of the Tender Document

No: _____ dated.....

Date:

Place:

Signature of Bidder

(On one Rupee Revenue Stamp)

Name & Address: -----

Note: Earnest Money will be returned to unsuccessful Bidder only after finalization/completion of the tender.

CHECKLIST OF DOCUMENTS/INFORMATION FOR TECHNICAL BID.

S.No.	Criteria	Whether minimum eligibility criteria fulfilled (Yes/No)	Whether Details of supporting documents attached (Page no.)
1.	The agency should be a registered legal entity with atleast five years standing. (Pleaseattach copyof registration).		
2.	The agency should have experience of theme baseddesign and fabrication, i.e. conceptualization andexecution of themes, fabrication of working modeland displays either of Republic Day Tableaux atNational level or State level exhibitions for at leastfive years. (Pleaseattach relevant documents, work orders, workcompletion certificate in support of the claims.)		
3.	The agency should have minimum Annual Turnoverof Rs.2.0 crore and above for the last five years. (Pleaseattach documentary proof.)		
4.	The agency should have experienced creative personnel like visualizer, concept director,fabricators etc. either on the rolls of Agency or onretainer basis.(Pleaseattach list of such personnel)		
5.	Prizes/commendations, if any, won for tableau designed by the Agency in the Republic Day paradein the previous years and/or having experience offabricating tableaux forsocial sector/Departments/Ministries. Production ofdocuments in this regard is essential. Simpledeclaration of bidders shall not suffice. (Pleaseattachcopies of prizes/commendations certify		
6.	Pleaseattach the following documents:		

	<p>a) Concept proposal along with a sketch/ design of how you will treat and visually present the theme 'Mahatma Gandhi' and MoC's objectives.</p> <p>b) A brief note on your understanding of Mahatma Gandhi" and MoC's objectives.</p>		
7.	GST Registration/PAN Number. (Please attach copies.)		
8.	Earnest Money Deposit (EMD)/ Bid Security of Rs.50,000/-{Rupees fifty thousand only} enclosed in the form of Account Payee, DD, Banker's Cheque, in favour of the "PAO, Ministry of Culture, payable at Delhi, valid for a period of 45 days beyond the final bid. (Please furnish details of EMD like DD No, Name of issuing Bank, date etc.)		
9.	The Bid shall be type written and shall be signed by a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by a written power-of-attorney accompanying the bid. The person or person assigning the bid shall initial all pages with seal/stamp. All the pages of the tender document should be signed by the authorized signatory. (Please attach the required Power of Attorney.)		
10.	Along with Technical Bid, the sample design(s) of the Tableau should also be submitted. (Please attach sample designs(s))		
11.	Photographs/ CDs of earlier work.		
12.	The Bidder shall intimate the official mailing address, place, email and telephone number to which all correspondence shall be sent Ministry of Culture.		
13.	Information sheet about the bidding Agency as per Annexure-V .		
14.	Declaration as given in Annexure-VI .		
15.	Declaration of Non-tampering of Documents in case of downloaded tender, in the format given in Annexure- VII .		

16.	Certificate of Near Relative not working in MoC, in the format given in Annexure-VIII .		
17.	Pre-receipt for refund of EMD in the format given in Annexure-IX .		
18.	Agency registered under Micro, Small and Medium Enterprises (MSME) Act should submit a copy of registration certificate.		