

**TENDER DOCUMENT FOR SELECTING AN AGENCY IN RESPECT OF
“TABLEAU FOR REPUBLIC DAY, 2018”.**

Information Sheet/ Critical Date Sheet

Date of Tender publishing	18.07.2017 at 10:00 Hrs
Date & time of document download start	18.07.2017 at 12:00 Hrs
Seek clarification start date & time	18.07.2017 at 12:00 Hrs
Seek clarification end date & time	20.07.2017 at 17:30 Hrs
Pre Bid meeting date, time & venue	21.07.2017 at 14:00 Hrs Venue – Conference Room at MISSION DIRECTORATE-SPORTS DEVELOPMENT, Cafeteria Building, Pragati Vihar Hostel, CGO Complex, Lodhi Road, New Delhi – 110003.
Bid submission start date & time	24.07.2017 at 9:30 Hrs
Bid submission closing date & time	28.07.2017 at 14:00 Hrs
Technical Bid opening date, time & venue	29.07.2017 at 14:00 Hrs Venue – Conference Room at MISSION DIRECTORATE-SPORTS DEVELOPMENT, Cafeteria Building, Pragati Vihar Hostel, CGO Complex, Lodhi Road, New Delhi – 110003.
Bid Submission	On line (https://eprocure.gov.in/eprocure/app)
Date, Time & Venue of Financial Bid Opening	To be notified later on CPPP eProcurement website.
Details of contact person	Shri R.K. Gupta, Under Secretary (Coordination) Department of Sports, Ministry of Youth Affairs & Sports, Room No. 530 C Wing, Shastri Bhawan, New Delhi - 110001 Tel : 011- 24361823 FAX : 011-24361820 e-mail : rk.gupta69@nic.in

F.No. 14-179/2016 – SPIV CDN
Government of India
Ministry of Youth Affairs & Sports
Department of Sports

Room No. 528, C Wing
Shastri Bhawan
New Delhi- 110001
Dated: June, 2017

Invitation of Tender Documents for selecting an agency in respect of “Tableau for Republic Day, 2018”.

1.1 Introduction: - Department of Sports, Ministry of Youth Affairs and Sports, Government of India (MYAS), on behalf of President of India, desires to select an agency for a Tableau in Republic Day Parade, 2018 representing Ministry of Youth Affairs & Sports. Accordingly, **Online bids** in conformity with the tender call notice are invited herein by the Department of Sports from eligible bidders for providing requisite tableau. Instructions for online bid submission are at **Annexure X. Manual bids will not be accepted.**

Tender documents may be downloaded from CPPP e-procurement website <https://eprocure.gov.in/eprocure/app> as per the schedule given in CRITICAL DATE SHEET of this tender.

2. ELIIGIBILITY:

(i) The bidder shall be a registered company / proprietary firm in India under the Companies Act 2013 or registered under the relevant provisions/ Acts in India. The bidder has to be necessarily registered in India.

Note - **Consortium is not allowed.** Experience & credentials, etc. of 100% owned subsidiaries of the bidder will be considered. 100% owned subsidiary of the bidding company may be registered anywhere in the world. However, subsidiary is not allowed to claim experience & turnover of its holding/ parent company or sister subsidiary company.

(ii) The bidder should have successfully provided at least 1 tableau during last 5 years i.e. in the year 2013 or later in Republic day parade of India held on 26th January at Rajpath New Delhi to any organization i.e. Central / State / Union Territory Government / Public Sector undertaking, etc.

(iii) The bidder should be solvent.

(iv) The bidder should have valid registration for PAN, TAN and Service Tax / GST (as applicable).

(v) The bidder should have local offices at Delhi/ NCR to ensure satisfactory fulfilment of contractual obligations.

(vi) The bidder should not have been black-listed by Central/ State Governments/ PSUs at any point of time. There should not be any criminal proceedings / conviction against the bidder at any point of time.

(vii) None of the Full time Directors of the interested Bidder has any relative working in MYAS as defined in clause 4 of this document.

(viii) A Bidder shall submit only one proposal. IN CASE MORE THAN ONE PROPOSAL IS RECEIVED FROM THE BIDDER, ALL SUCH PROPOSALS SHALL BE DISQUALIFIED.

3. SCOPE OF WORK.

The successful bidder is required to do turn key job for Ministry of Youth Affairs & Sports for participation of a tableau of MYAS in Republic Day Parade, 2018 to be held on 26.1.18 at Rajpath New Delhi. The following tasks are indicative and not exhaustive and the successful bidder is required to successfully do all the tasks required for the same including but not limited to the following

3.1 The successful bidder is required to suggest themes to MYAS. The theme will be finalised by MYAS.

3.2 The successful bidder is required to prepare all drawings including artistic drawings, prepare model of the tableau, prepare song / tune for the tableau, give presentations to all concerned and all other tasks as per specifications of MYAS / Ministry of defence / Government of India for approval of the tableau by Ministry of defence / Government of India for participation in the Republic Day Parade, 2018 to be held on 26.1.18 at Rajpath New Delhi. The model will be the property of MYAS and handed over to MYAS.

3.3 After approval of the tableau for participation, the successful bidder will prepare the actual life size Tableau as approved as per specifications and time schedule of MYAS / Ministry of Defence / Govt. of India for demonstration, trials, rehearsals and participation in parade. Any requisite changes suggested by MYAS / Ministry of Defence will have to be done by the successful bidder. This will include all aspects of the tableau including the hoardings / displays/ theme song / arrangement of artists their dresses / costumes, their boarding and lodging, meals, transport, etc. This arrangement will be done with requisite redundancy so that in case of any un foreseen event, the participation of the tableau as approved should not be hindered in any manner.

3.4 The successful bidder will ensure participation of the tableau with artists in all the republic day parade including dress rehearsals being held from 10th January 2018 onwards and the final parade on 26.1.18.

3.5 The successful bidder will ensure security clearance for itself and its artists, support staff, etc. as per the requirement of Ministry of Defence / Government of India.

3.6 The successful bidder shall have to liaise with MYAS / Ministry of defence / Government of India, all through the project

3.7 After the event is over, the Tableau needs to be disposed off as per the specifications of MYAS / Ministry of defence / Government of India.

4. Cost of Tender and EMD value.

(i) The tender document can be **downloaded** from the website of **CPPP eProcurement website <https://eprocure.gov.in/eprocure/app>** as per the schedule as given in **CRITICAL DATE SHEET. Rs. 1,000/- (Rupees One Thousand only)** towards the processing fee is to be deposited in the form of demand draft drawn in favour of "Pay and Accounts officer (Sports), payable at **New Delhi** and same should reach **Under Secretary (Coordination), Department of Sports, Ministry of Youth Affairs & Spots, as per the address stated in the information sheet** on or before bid opening date/ time as mentioned in critical date sheet. The same will be non refundable.

(ii) The Technical Bid document should also be accompanied by the **EMD of Rs. 2 lakhs (Rupees Two lakh only)** in the form of a demand draft drawn in favour of **PAO (SPORTS) payable at New Delhi** and same should reach **Under Secretary (Coordination), Department of Sports, Ministry of Youth Affairs & Sports, as per the address given in the information sheet** on or before bid opening date/ time as mentioned in critical date sheet. In case the bidder does not accept the offer of MYAS/ does not submit performance bank guarantee within the stipulated period, then the EMD is liable to be forfeited without any communication with such bidder.

(iii) Cost of tender, EMD and PBG shall be accepted as Demand Draft only. No other mode of payment shall be accepted.

5. Definition of Relative:

5.1 Authorized signatory will give an undertaking on behalf of each of the Full time Directors of the Bidder that none of his/her near relative is working in the Ministry of Youth Affairs and Sports Govt. of India (MYAS) where the bidder is going to bid for this tender.

5.2 A person shall be deemed to be a relative of another if, and only, if,

- (a) They are members of a Hindu Undivided Family; or
- (b) They are husband and wife; or
- (c) The one is related to the other in the manner indicated below:-
 - (1) Father
 - (2) Mother (including step-mother)
 - (3) Son (including step-son)
 - (4) Son's wife
 - (5) Daughter (including step-daughter)
 - (6) Father's father
 - (7) Father's mother
 - (8) Mother's mother
 - (9) Mother's father
 - (10) Son's son
 - (11) Son's son's wife
 - (12) Son's daughter
 - (13) Son's daughter's husband
 - (14) Daughter's husband
 - (15) Daughter's son
 - (16) Daughter's son's wife
 - (17) Daughter's daughter
 - (18) Daughter's daughter's husband
 - (19) Brother (including step-brother)
 - (20) Brother's wife
 - (21) Sister (including step-sister)
 - (22) Sister's husband

6 Submission of bids: - The bids will be submitted online in 2 covers/ Packets namely Technical Bid and Financial Bid document as per details given in the critical date sheet

6.1 List of documents to be submitted in Technical Bid is as follows: -

- (a) Signed and scanned copy of Tender fee and EMD
- (b) Signed and scanned copy of registration certificate of the bidding entity in support of eligibility criteria stated in Clause 2(i) above.
- (c) Signed and Scanned copy of article of association, memorandum of understanding, aims and objectives of the bidding entity. Kindly highlight the relevant clause in the said documents stating that designing / making tableau / doing similar work is a part of the activity of the bidding entity as per its article of association / memorandum of understanding.
- (d) Certificate from client in support of eligibility criteria stated in Clause 2(ii) above. Signed and Scanned copy of satisfactory work completion certificate from previous one or more clients for having produced Tableau for Republic Day Parade or any such National / International function/festival. List of name, address, telephone number, mobile no. and email id of the said client(s) also to be given.
- (e) Solvency certificate in support of eligibility at clause 2 (iii) above. Solvency Certificate for the bidder should not be dated more than one (1) month old from the last date of submission of bid.
- (f) Signed and Scanned Copy of valid registration certificate with the Service Tax Registration, PAN, TAN and GST as stated in clause 2 (iv) above.
- (g) Signed and Scanned copy of **Annexures** – I, II, and III duly filled in along with supporting documents stated therein and signed & scanned copy of **Annexure-VII** (Tender Acceptance Letter).
- (h) Signed and scanned copy of Certificate from a Chartered accountant stating the following: -
 - (i) Showing annual turnover of bidder for the years 2014-15 and 2015-16.
 - (ii) The bidder is abiding by all statutory laws / rules / regulations / guidelines as applicable from time to time including submission of Income tax return, etc.
- (i) Signed and Scanned copy of audited statement of Accounts of the bidding organization and annual report for the years 2014-15 and 2015-16. **Audited accounts and Report prior to 2014-15 will not be accepted.**
- (j) Signed and Scanned copy of Board's resolution(s) in favour of authorized signatory of the bidder.
- (k) Signed and Scanned copy of Attestation of the signature of the authorized signatory of the bidder by the Company Secretary / Bank of the bidding organization.
- (l) Signed and Scanned copy of tender, Pre Bid Minutes, corrigendum and clarification issued by MYAS to this tender, if any, duly signed and stamped on each page by the authorized signatory of the bidder as a mark of acceptance of all conditions of this tender.
- (m) Artistic drawings of 2 concepts proposed for the tableau for this tender.

Note –Conditional tenders will not be accepted under any circumstances by the Department.

6.2 Financial Bid

(a) Signed and Scanned copy of **Annexure – V** duly filled in.

6.3 Tenders received after the due date and time will be summarily rejected. In case any bidder does not submit online any of the documents as asked for in this document, the bid is liable to be rejected.

6.4 Bid Validity will be 6 months from the last date of submission of bid.

6.5 Responsibility of timely uploading the documents and delivery of requisite documents to Under secretary (Coordination) is of the bidder.

7. Evaluation of Bid

The bids will be evaluated on Quality and Cost Based Selection (QCBS) basis as per **Annexure IV**. 60 % weightage will be given for technical bid and 40% weightage will be given for financial bid. A minimum of 50 marks shall be scored by a bidder in technical bid. The financial bid in respect of the successful technical bid only will be opened. The bidder having highest marks in total of technical and financial marks will be the H1 bidder.

8. CLARIFICATIONS ON the Tender DOCUMENT: -

8.1 The prospective bidder Organization requiring any clarification on this document shall notify MYAS on **CPPP eprocurement website** <https://eprocure.gov.in/eprocure/app> and latest by the date and time as indicated in Critical Date Sheet of this document. Clarifications sought, are to be asked in the following format:-

S. No.	Clause No. of the tender	Query / Clarification sought

8.2 A pre bid meeting will be held with the prospective Bidders at the date, time and venue as stated in the Critical Date Sheet of this document and pre-bid minutes/ corrigendum/ clarification will be uploaded on **CPPP eprocurement website** <https://eprocure.gov.in/eprocure/app>.

8.3 Pre Bid Minutes, corrigendum/ clarifications issued by MYAS, if any, shall be uploaded on **CPPP eprocurement website** <https://eprocure.gov.in/eprocure/app> website and shall form an integral part of this document and shall amount to an amendment of relevant clauses of this document or be additional clauses to this document. In case of any change mentioned in the date/ time in Critical date sheet the same will also be on CPPP website. As such the prospective bidders are required to see the CPPP eprocurement website regularly.

9. Opening of Technical Bid:

9.1 MYAS shall open the technical bid online at the date, time and venue as stated in the Critical Date Sheet of this document in the presence of representatives from participating Organization, who choose to attend. The date fixed for opening of Proposals, if subsequently declared as holiday by the Government, the proposals will be opened on the next working day, time and venue remaining unaltered.

9.2 The representatives of bidders who wish to be present at the time of the opening of proposals are required to bring Bid acknowledgement slip or they can view bid opening live at their remote end.

10. EVALUATION:

10.1 The proposals received in time will be screened based on their responsiveness (i.e. submission of all the requisite documents as asked for in this tender) and eligibility criteria.

10.2 Financial bids of the organisation successfully meeting the eligible criteria of Technical Bid stated in Para 7 above shall be opened online at the date, time and venue as intimated later on CPPP eprocurement website <https://eprocure.gov.in/eprocure/app> for successfully Technically Evaluated Qualified Venders. The authorized signatories / representatives of such bidders who wish to attend the financial bid opening may please do so. The representatives of bidders who wish to be present at the time of the opening of financial proposals are required to bring Bid acknowledgement slip.

10.3 The successful bidder will be given an offer letter and will be asked to submit Performance Bank Guarantee (PBG) @ 5% of the work order as per **Annexure VIII**. The bidder is required to submit unconditional acceptance of the said offer letter and PBG as required. These will be required to be submitted within 3 working days of issue of the offer letter. In case of non submission of the same, EMD of the bidder is liable to be forfeited and the bidder blacklisted apart from any other action which MYAS may take as deemed fit by competent authority.

11. **Period of Contract:-** The period of contract will be valid till the completion of the event and settlement of accounts.

12. MYAS reserves the right to:

- i. Accept / Reject any of the tender in full or part thereof.
- ii. Revise the requirement at the time of placing the order.
- iii. Modify, relax or waive any of the conditions stipulated in the tender specification, wherever deemed necessary.
- iv. Reject any or all the tenders in part or full without assigning any reason thereof.
- v. Award contracts to one or more bidders for the items covered by the tender.

13. GENERAL CONDITIONS OF CONTRACT:

13.1 Award of Contract:

13.1.1 Department of Sports, Ministry of Youth Affairs & Sports will issue a letter of Award of Contract to H1 for this work.

13.2 The terms of payment are as per **Annexure VI**.

14. Auditing of the accounts of the successful bidder:

The accounts of the successful bidder shall be open to the Employer for auditing by Controller Auditor General of India or any of his designated representative at any time and upto five years after expiration or termination of the contract

15. Disclaimer

15.1 The information contained in this tender or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of Department of Sports, MYAS or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.

15.2 This TENDER is not an agreement. The purpose of this TENDER is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this TENDER. This TENDER includes statements, which reflect various assumptions and assessments arrived at by the Department of Sports, MYAS in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This tender may not be appropriate for all persons, and it is not possible for the Department of Sports, MYAS, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in this tender, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this tender and obtain independent advice from appropriate sources. Information provided in this tender to the Bidders is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Department of Sports, MYAS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

15.3 Department of Sports, MYAS, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the tender and any assessment, assumption,

statement or information contained therein or deemed to form part of this tender or arising in any way in this Selection Process.

15.4 Department of Sports, MYAS accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this tender.

15.5 Department of Sports, MYAS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender.

15.6 Department of Sports, MYAS reserves the right to accept or reject any or all proposal (s) or to annul the tender process in totality and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of MYAS's action.

15.7 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Department of Sports, MYAS or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the Bidder and the Department of Sports, MYAS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bids, regardless of the conduct or outcome of the Selection Process.

15.8 In case the sample model provided by the successful bidder is not accepted by Ministry of Defence, New Delhi leading to non-participation of Ministry of Youth Affairs & Sports in the Republic Day Parade on 26.01.2018, the contract shall stand terminated forthwith. The payment to the successful bidder will be restricted only for the work done by him up to that time.

15.9 Any effort by a Bidder to influence the Bid comparison / evaluation / work award decision by way of overt / covert canvassing shall result in non consideration / rejection of its Bid.

15.10 Department of Sports, MYAS reserves the right to change the schedule of dates / time stated in this tender. Changes, if any, will be displayed on the website of MYAS. Further, any communication with regard to this tender shall be placed on MYAS website only. As such, the Bidders are requested to check the MYAS website regularly.

15.11 In case of any dispute, Jurisdiction of courts in New Delhi will apply.

15.12 The responsibility of giving truthful information without concealing any facts is that of the Bidder(s). In case, at any stage, it is found that any information given by the Bidder(s) is false / incorrect / concealed, then Department of Sports, MYAS shall have the absolute right to take any action as deemed fit including but not limited to dropping the Bidder from consideration for award of work / blacklisting etc. without incurring any liability to the affected bidder(s) on the ground of MYAS's action.

15.13 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not

foreseeable. Such events may include, but are not limited to, acts of the Procurer either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Successful bidder shall promptly notify the Procurer in writing of such conditions and the cause thereof. Unless otherwise directed by the Procurer in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15.14 The Procurer may at any time terminate the Contract by giving written notice of 1 month to the Successful bidder, if the Successful bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Procurer.

15.15 The Procurer and the Successful bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, the Procurer and the Successful bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms (as per Dispute Settlement Mechanism at **Annexure-IX**).

15.16 The successful bidder is required to have an office in Delhi / NCR for execution of terms and conditions of this contract and will assign a nodal officer and alternate nodal officer for the same. In case of any change in the said officers, the same will be intimated to MYAS prior to making the said change along with their contact details as per **Annexure III**.

15.17 The bidder shall fully indemnify, hold harmless and defend MYAS / MYAS and its officers / employees / agents / stockholders / Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of or relate to (1) any breach of any representation or warranty of the bidder contained in the tender, (2) any breach or violation of any covenant or other obligation or duty of the bidder under this tender.

15.18 The responsibility of giving truthful information without concealing any facts is that of the Bidder. In case, at any stage, it is found that any information given by the Bidder is false / incorrect / concealed, then Department of Sports, MYAS shall have the absolute right to take any action as deemed fit including but not limited to dropping the Bidder from consideration for award of work / blacklisting, forfeiture of EMD / PBG, etc. without incurring any liability to the affected bidder(s) on the ground of MYAS's action.

(R.K. Gupta)
Under Secretary to the Govt. of India
Tel: 011- 23386416

Undertaking by the Bidder

1. This is to certify that I on behalf of M/s before signing this tender have read and fully understood all the terms and conditions of this tender read along with clarifications and undertake that M/s will abide by them un conditionally and to the satisfaction of MYAS.

2. M/shave not been black-listed by Central/ State Governments/ PSUs at any point of time. There have been no criminal proceedings / conviction against the bidder at any point of time.

3. None of the Full time Directors of the Bidder has any relative working in MYAS as defined in clause 5 of this document.

Signature of the authorised signatory of the Bidder with Seal

Name:
Designation:
Address:
Phone No.:
Mobile No. :
Email ID :
FAX :

CHECKLIST OF DOCUMENTS SUBMITTED**(To be duly filled in by the Bidder and submitted as a part of the technical bid)**

S. N.	Documents to be submitted	Submitted	Not Submitted	Remarks
1.	Demand Draft of Rs 1000/- as cost of tender document.			
2.	Demand Draft for EMD for bidding in the tender.			
3.	Copy of registration certificate of the bidding entity in support of eligibility criteria stated in Clause 2(i) above.			
4.	Copy of article of association, memorandum of understanding, aims and objectives of the bidding entity. Kindly highlight the relevant clause in the said documents stating that designing / making tableau / doing similar work is a part of the activity of the bidding entity			
4.A.	Clause highlighted as Per Para 4 above.			
5.	Copy of Service Tax Registration			
6.	Copy of PAN Card			
7.	Copy of TAN Card			
8.	Copy of GST registration			
9.	Annexure – I duly filled in			
10.	Annexure – II duly filled in			
11.	Annexure – III duly filled in along with all supporting documents asked for therein.			
12.	List of supporting documents attached			
13.	Annexure-VII (Tender Acceptance letter) and clarifications issued by MYAS to this tender, if any, duly signed and stamped on each page by the authorized signatory			
14.	Certificate from client in support of eligibility criteria stated in Clause			

	2(ii) above. Signed and Scanned copy of satisfactory work completion certificate from previous one or more clients for having produced Tableau for Republic Day Parade or any such National / International function/festival. List of name, address, telephone number, mobile no. and email id of the said client(s) also to be given.			
15.	List of name, address, telephone number. Mobile no. and email id of the said client(s) whose Satisfactory work completion certificate have been submitted.			
16.	<p>Certificate from a Chartered accountant stating the following :-</p> <p>(i) Showing annual turnover of bidder for the years 2014-15 and 2015-16.</p> <p>(ii) The bidder is abiding by all statutory laws / rules / regulations / guidelines as applicable from time to time including submission of Income tax return, etc.</p> <p>(iii) Solvency certificate in support of eligibility at 2 (iii) above. Solvency Certificate for the bidder should not be dated more than one (1) month old from the last date of submission of bid.</p>			
17.	(iv) Copy of audited statement of Accounts of the bidding organization. i.e. report for the years 2014-15 and 2015-16. Report prior to 2014-15 will not be accepted.			
18.	Board's resolution(s) in favour of authorized signatory of the bidder.			
19.	Attestation of the signature of the authorized signatory of the bidder by the Company Secretary / Bank of the bidding organization.			
20.	Has each page of the technical bid			

	document been numbered?			
21.	Has the authorised signatory attested copies of all supporting documents?			
22.	Has each of the page of the bid document submitted been signed and stamped by the Authorized Signatory of the Bidder?			
23.	In case any show cause notice was ever issued by any Government Agency to the bidder then please attach the copies of communications, if any.			
24.	Detailed profile of bidding entity			
25.	Artistic drawings of 2 concepts proposed for the tableau for this tender.			

Signature of the authorised signatory of the Bidder with Seal

Name:
Designation:
Address:
Phone No.:
Mobile No. :
Email ID :
FAX :

PROFORMA FOR TECHNICAL BID

S. No	Particulars	To be filled by the Bidder
1.	Name of the Bidder	
2.	Registered address of the bidder with Office Telephone Number and Fax Number	
3.	Detailed office address of the Bidder at Delhi / NCR which will be the nodal office complying of terms and conditions as asked for in this tender. (For execution of the work by the successful bidder for the entire duration of contract)	
4.	Nodal contact person for execution of the work by the successful bidder for MYAS at the office as stated in S.No. 3 above with his office Telephone Number, Fax Number, Mobile Number, email id.	
5.	Alternate Nodal contact person for MYAS for execution of the work by the successful bidder at the office as stated in S. No. 3 above with his office Telephone Number, Fax Number, Mobile Number, email id. Bidder is required to ensure that either Nodal officer or alternate nodal officer are available for contact on 24x7 basis for contact by MYAS.	
6.	Name and details of each of the Directors of the bidding firm (Address, contact telephone Number, Mobile number, FAX No., Email IDs, DIN No. of each of the Directors)	
7.	Certificate from client in support of eligibility criteria stated in Clause 2(ii) above. Signed and Scanned copy of satisfactory work completion certificate from previous one or more clients for having produced Tableau for Republic Day Parade. List of name, address, telephone number, mobile no. and email id of the said client(s) also to be given.	
8.	Detailed profile of bidding entity	
9.	Whether any show cause notice was ever issued by any Government Agency? If so, details thereof (please attach the copies of	

	communications, if any).	
10.	Page No. and Clause No. of Articles and Memorandum of Association/ aims/ objectives of the bidder organization for the work stated in this tender / similar work.	
11.	No. of Tableaux prepared by the bidder which participated in Republic day parade at Rajpath till 26.1.17. Year-wise scanned copy of satisfactory work completion certificate from each client for having produced Tableau for Republic Day Parade. List of name, address, telephone number, mobile no. and email id of the said client(s) to be given.	
12.	No. of clients for whom the tableau was prepared which participated in Republic day parade at Rajpath till 26.1.17 Scanned copy of satisfactory work completion certificate from each client for having produced Tableau for Republic Day Parade. List of name, address, telephone number, mobile no. and email id of the said client(s) to be given. Give year of Republic Day for each client.	
13.	No. of Tableaux participated in Republic day parade at Rajpath till 26.1.17 which were adjudged best / top 3 by Government of India Attach certificate in support of each such claim	

Signature of the authorised signatory of the Bidder with Seal

Name:
Designation:
Address:
Phone No.:
Mobile No. :
Email ID :
FAX :

Evaluation Criteria**Technical Bids**

Item Code	Parameter	Maximum Marks
1.	Financial Strength:	30 marks
(i)	Annual turnover in the year 2014-15 and 2015-16 (The marks will be awarded on pro-rata basis. Highest total turnover of the said 2 years will score maximum marks)	30
2.	Relevant Experience:	70 marks
(i)	Total No of Tableaux prepared by the bidder which participated in Republic day parade at Rajpath till 26.1.17 (The marks will be awarded on pro-rata basis. More no. of Tableau will score maximum marks).	15
(ii)	Total No. of clients for whom the tableau was prepared which participated in Republic day parade at Rajpath till 26.1.17 (More no. of clients will score maximum marks. However, 1 tableau will be considered to be on 1 client tableau only) (The marks will be awarded on pro-rata basis. More no. of clients will score maximum marks).	15
(iii)	No. of Tableaux participated in Republic day parade at Rajpath till 26.1.17 which were adjudged best / top 3 by Government of India (The marks will be awarded on pro-rata basis. More no. of such Tableaux and better ranking will score maximum marks).	20

Item Code	Parameter	Maximum Marks
iv	Artistic drawings of 2 concepts proposed for the tableau for this tender.	20
Total (1 and 2) : 100 Marks		
Minimum 50 marks will be required to qualify in Technical Bid.		
60 % weightage will be given on the marks scored in Technical Bid.		

FINANCIAL BID

To

**The Under Secretary (Coordination),
Department of Sports,
Room No. 528, C Wing Shastri Bhawan
New Delhi- 110001.**

Subject: Quotation for award of contract for “Tableau for Republic Day, 2018”.

Sir,

With reference to your tender published in _____ on _____ on the subject mentioned above, on behalf of M/s, I / We quote the following rates: -

S. No.	Particulars	Rates
1.	Price for entire scope of work in the tender	Rs./- (Rupees in words : -)
40% weightage will be given to Financial Bid.		

Note :-

- 1. Taxes as applicable will be over and above the rates quoted above.**
- 2. Evaluation of financial bid will be on the basic rate excluding taxes.**
- 3. MYAS reserves the right to recover / deduct tax(es) as per the law of land before making any payment to the successful bidder(s).**

Yours faithfully,

(Authorised Signatory)
(with name/designation, contact No.& seal)

ANNEXURE VI

Terms of Payment

(a)	1 st instalment - 0.5% of the total approved cost	On submission of drawings to MYAS and after all presentations as required by MYAS and the selection committee of Ministry of Defence / Government of India for consideration of approval of tableau for participation in the said Republic day parade.
(b)	2 nd instalment - 0.5% of the total approved cost	On submission of modified drawings if any, model, theme song, etc. to MYAS and after all presentations as required by MYAS and the selection committee of Ministry of Defence / Government of India for consideration of approval of tableau for participation in the said Republic day parade.
(c)	3 rd instalment of 25% of the total approved cost	After approval of the model of the tableau for participation in the said Republic day parade.
(d)	4 th instalment of 35% of the total approved cost	After preparation of tableau and participation in first dress rehearsal for republic day parade at Rajpath in 2018 to the satisfaction of MYAS.
(e)	Final payment (39%) of the total approved cost.	After successful participation of the tableau in the said Republic day parade and completion of entire scope of work in completion of the event and submission of all requisite bills / supporting documents.

Note: - In case the Tableau is not approved then the total payment will be limited to 1% of the approved cost.

EMD will be returned on submission of PBG in respect of the successful bidder.

ANNEXURE-VII
TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc ..), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Format of Performance Bank Guarantee

Whereas Ministry of Youth Affairs and Sports, Government of India (hereafter referred to as MYAS has issued an Advance Order (AO) vide letter no. Dated/...../20..... (herein referred to as agreement) awarding the work of tableau for Republic day parade at New Delhi to M/s having its registered office at (hereafter referred to as “Bidder”)

and MYAS has asked the bidder to submit a performance guarantee in favour of MYAS of Rs./- (hereafter referred to as “P.G. Amount”) valid up to/...../20.....(hereafter referred to as “Validity Date”)

Now at the request of the Bidder, We BankBranch having (Address) and Regd. office address as (Hereinafter called ‘the Bank”) agreed to give this guarantee as hereinafter contained:

2. We, “the Bank” do hereby undertake and assure to the MYAS that if in the opinion of the MYAS, the Bidder has in any way failed to observe or perform the terms and conditions of the agreement or has committed any breach of its obligations thereunder, the Bank shall on demand by MYAS and without any objection or demur pay to the MYAS the said sum limited to P.G. Amount or such lesser amount as MYAS may demand without requiring MYAS to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same. The decision of MYAS in these counts shall be final and binding on the bank.
3. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and MYAS regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the MYAS shall have the full liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by MYAS against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of MYAS or any indulgence by MYAS to Bidder or any other

matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.
7. The Bank undertakes not to revoke this guarantee during its currency except with the previous consent of both member secretary MYAS in writing.
8. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the MYAS under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
9. In case MYAS demands for any money under this bank guarantee, the same shall be demanded by MYAS with request addressed to(designation) having office at (postal address) and having Phone No. as,email ID as, FAX No. as and Mobile Phone No. as The said demand shall be paid by the Bank through banker's Cheque in favour of "PAO (Sports) " payable at New Delhi.
10. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.
11. The contact details of the officer for en-cashing / invoking this bank Guarantee are (Name and address of branch, contact details of branch, designation of officer, etc. .. complete details)

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank
Authorized Power of Attorney Number:
Name of the Bank officer:
Designation:
Complete Postal address of Bank:
.....
Telephone Numbers
Fax numbers
Email ID

DISPUTE SETTLEMENT MECHANISM

LAW GOVERNING THE CONTRACT:

The Contract shall be considered and made in accordance with the law of the Republic of India. This Contract shall be governed by and interpreted in accordance with the Laws of Republic India for the time being in force.

ARBITRATION:

All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions.

- i) Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to the Secretary, Department of Sports, Ministry of Youth Affairs & Sports, and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- ii) The sole Arbitrator shall have its seat in Delhi
- iii) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof and the award of such Arbitration Tribunal shall be enforceable in Indian courts only.
- iv) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- v) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.
- vi) Arbitration will be in English Language.

Applicable Law and Jurisdiction

All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of High Court at Delhi/ New Delhi.

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

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

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of

the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk **0120-4200462, 0120-4001002** Mobile : **+91 8826246593**.
