

**Tender document for Selection of an implementation agency to  
conceptualize, fabricate and display a tableau during Republic Day Parade  
2021**

Reference Number -DBT / 2020/TAB-21

Department of Biotechnology, Ministry of Science & Technology, Govt. of India.

CGO Complex, Lodhi Road, New Delhi - 110003

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The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Purchaser or any other costs incurred in connection with or relating to its Bid including costs relating to submission and maintenance of various fees, undertakings and guarantees required pursuant to this RFP and also any cost relating to updating, modifying or re-submitting its Bid pursuant to the RFP being updated, supplemented or amended by the Purchaser. All such costs and expenses will be incurred and borne by the Bidder and the Purchaser shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the Selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of Purchaser or to any other person in a position to influence the decision of the DBT for showing any favor in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Purchaser may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Proposal Security. Laws of the Republic of India are applicable to this RFP.

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The information contained in this document is selective and is subjected to updation, expansion, Revision and amendment. Purchaser reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this document and/or the bidding process, without assigning any reasons whatsoever.

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## Section 1: Abbreviations and Definitions

### 1.1 Abbreviations

|          |                                  |
|----------|----------------------------------|
| 1.EMD    | Earnest Money Deposit            |
| 2. INR   | Indian Rupee                     |
| 3. IA    | Implementing Agency              |
| 4. SLA   | Service Level Agreement          |
| 5. TCV   | Total Contract Value             |
| 6. T     | Date of Signing of Contract      |
| 7. RFP   | Request for Proposal             |
| 8. DIPR  | Department of Public Relations   |
| 9. QCBS  | Quality and Cost Based Selection |
| 10. CA   | Chartered Accountant             |
| 11. PAN  | Permanent Account Number         |
| 12. GSTN | Goods and Service Tax Number     |
| 13. PSU  | Public Sector Undertaking        |
| 14. FY   | Financial Year                   |
| 15. PBG  | Performance Bank Guarantee       |
| 16. UX   | User Experience                  |
| 17. CV   | Curriculum Vitae                 |
| 18. LOI  | Letter of Intent                 |
| 19. LED  | Light Emitting Diode             |
| 20.UPS   | Uninterruptible Power Supply     |

## 1.2 Definitions

|  |   |
|--|---|
| 1. Bidder                                  | An individual/company/Consortium/Joint venture that quotes a particular price, while competing with others, for providing services with respect to specific requirements in this Tender Document  |
| 2. Purchaser                               | Department of Biotechnology, Ministry of Science & Technology, GOI  |
| 3. Successful Bidder                       | The Bidder to whom contract is awarded and is fully responsible towards Purchaser for providing Services as per the requirements and terms and conditions specified in this Contract. The term shall be deemed to include the Bidder's successors, representatives (approved by the Department), heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract. |
| 4. Week                                    | Designated timeframe consisting of five days excluding any Public Holiday (as declared by Government of India), Saturday and Sunday.  |
| 5. Day                                     | Any day which is not a Saturday or Sunday or a public holiday (As declared by Government of India).   |
| 6. Total Contract Value                    | This is the maximum value payable to the successful Bidder which is agreed between the Purchaser and the successful Bidder for the Project.   |
| 7. Project                                 | This means Planning, Conceptualizing, Fabricating and Displaying tableau during Republic Day 2021.  |
| 8. Designated Authority                    | Departmental Official/ Committee who will approve all the deliverables submitted by the bidder.   |
| 9. Similar Work                            | Fabrication of the Tableau during Republic Day Parade of India at Rajpath, New Delhi  |
| 10. Central/ State Government Organization | Centre or state-run PSUs, Statutory bodies and co-operative societies.  |



## Section 2: Introduction

Department of Biotechnology, Ministry of Science & Technology, GOI(Purchaser) intends to select an Implementation agency to conceptualize, fabricate and display a Tableau during Republic Day Parade of India 2021. For this, the Bidders are invited to submit the Proposals for the event.

## Section 3: Document Control Sheet

|   |   |
|---|---|
| 1. Tender Inviting Authority<br>Designation and Address   | Department of Biotechnology, Ministry of Science<br>and Technology  |
| 2. a) Name of the Work  | Selection of an implementation agency to<br>Conceptualize, fabricate and display a tableau<br>during Republic Day Parade 2021 at Rajpath, New Delhi |
| b) Tender Reference number  | DBT/2020/TAB-21   |
| 4. Publication of Tender  | 08/ 10/ 2020  |
| 5. Date, Time & Venue for Pre Bid meeting   | 22/10/2020 at 11 am in Conference Room ,<br>816, Block No.2, 8 <sup>th</sup> Floor CGO Complex, New Delhi   |
| 7. Earnest Money Deposit (EMD)  | INR 2,00,000/- (Rupees Two Lakhs only)<br>using Bank draft in favour of DDO, DBT<br>( EMD exempted for firms / companies registered<br>with MSME)   |
| 8. Performance Bank Guarantee   | 10% of the contract Value   |
| 9. Last date for submission, Time and<br>Place of submission of Qualification<br>Bid, Technical Bid and Financial Bid | 28/10/2020 by 3.00 pm in office of the<br>Department of Bio-technology, Ministry of<br>Science and Technology, Govt. of India                       |
| 10. Date & Time for Opening of<br>Qualification Bids  | 02/11/2020 by 3.00 pm in office of the<br>Department of Bio-technology, Ministry of<br>Science and Technology, Govt. of India                       |
| 11. Date & Time for the Technical<br>Evaluation and Presentation  | Will be intimated later   |

|  |   |
|--|---|
| 12. Date & Time for Opening of Commercial Bids | To be intimated later   |
| 13. Method of Selection                        | Quality and Cost Based Selection (QCBS)<br>80:20                      |
| 14. Website for RFP Reference                  | <a href="http://www.dbtindia.gov.in/">http://www.dbtindia.gov.in/</a> |

Note: All corrigendum /addendums /clarifications regarding this RFP shall be posted on the above mentioned website only.

Authority will not be responsible in case any bidder fails to submit the bid in stipulated time for any reasons.

#### Section 4: Eligibility Criteria

Tender is also available on the Department of Biotechnology website i.e <http://www.dbtindia.gov.in/>. This Invitation to Bid is open to all entities meeting or exceeding all of the following minimum Qualification criteria. Any Bidder not meeting even one of the qualification criteria as mentioned below shall be summarily rejected.

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in this Document. The Bidder must also possess the administrative capability, technical know-how and the financial wherewithal with all that would be required to successfully undertake the Project for the entire period of the Contract. The Bids must be complete in all respects and should cover the entire Scope of Work as stipulated in this Tender document. Bidders who will be meeting the minimum qualifying criteria of this document will be considered for further evaluations.

| S.N | Clause  | Documents Required  |
|-----|---|---|
| 1.  | EMD should have been submitted. (There is exemption on this for firms/ companies registered with MSME)  | INR 2,00,000/- (Rupees Two Lakhs Only) using Bank draft in favor of DDO, DBT  |
| 2.  | The Bidder should be registered under the Companies Act, 1956 or Companies Act, 2013 or a partnership firm registered under Indian Partnership Act, 1932 or Limited Liability Partnership registered under Indian Limited | Copy of Certificate of Incorporation/ Partnership deed/ Registration self-certified by the Authorized Signatory of the company.<br>(In case of Joint Ventures/ Consortium Liability |

|    |   |   |
|----|---|---|
|    | Partnership Act, 2008 or Consortiums / Joint Venture between two companies registered under companies act   | Document required of both companies)  |
| 4. | The Bidder should have successfully provided At least 1 Tableau each during the last three financial years i.e. FY 17-18, FY 18-19, FY 19-20 in Republic Day Parade of India held on 26th January at Rajpath New Delhi for Central Government, State Govt. , Union Territory, PSU or Centre/State Government Organization with a successful order value of value not less than Rs. 30 Lacs (Rupees Thirty Lacs) | <ul style="list-style-type: none"> <li>* Copies of the work order along with the completion certificates.</li> <li>* Photographs of the Republic Day Tableau as proof of experience<br/>(In case of Consortium/Joint Venture the experience of only Prime Bidder Shall be consider for eligibility.)</li> </ul>   |
| 5. | The Bidder must have an average annual turnover of at least Rupees 2 Crore for last three audited financial years FY 16-17, FY 17-18, FY 18-19  | <ul style="list-style-type: none"> <li>* Audited Balance sheet and Profit &amp; Loss account statement of the Bidder for each of the last 3 audited financial years FY 16-17, FY 17-18, FY 18-19.</li> <li>* Certificate duly signed by Statutory Auditor/ CA/ Company Secretary of the Bidder mentioning the turnover from event management activities in each of the given financial years.<br/>(In case of Consortium/Joint Venture both companies have to fulfill this criteria)</li> </ul> |
| 6. | The Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Board of Directors/Partners of the Bidder to sign the Bid on their behalf.   | <p>Power of Attorney / Board Resolution executed by the bidder in favor of authorized signatory<br/>(In case of Consortium/Joint venture Prime Bidder shall be the signing authority)</p>   |
| 7. | The Bidder should have positive net worth for each of the last three audited financial years FY 17-18, FY 18-19, FY 19-20   | <p>Certificate duly signed by Statutory Auditor/ CA of the Bidder confirming the net-worth&amp; profit after Tax paid for each of the last three audited financial years FY 17-18, FY 18-19, FY 19-20<br/>(In case of Consortium/Joint Venture both companies have to fulfill this criteria)</p>  |
| 8. | Bidder should not have been black listed by Any Government or quasi-Government entity in India (Centre / State / Local Bodies, PSU or   | <p><b>A self-certified letter as per the Annexure-A</b><br/>(In case of Consortium/Joint Venture certificate required of both companies)</p>  |

any State Organization etc.) for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on date of submission of Bid.

- |     |  |  |
|-----|--|--|
| 9.  | The bidder must possess a valid GSTIN and PAN No.  | Copy of the GST Certificate and PAN;<br>(In case of Joint Ventures/ Consortium documents required of both companies)   |
| 10. | Bidder should have neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach. | <b>A self-certified letter as per the Annexure-C</b><br>(In case of Consortium/Joint ventures have to sign the letter) |

**Any Bid failing to meet the above stated Qualification criteria shall be summarily rejected and will not be considered for further Evaluation.**

Note: Hard copies for the pre-qualification bid needs to be submitted in a separate envelope clearly super-scribing, "Pre-Qualification Bid" to The Under Secretary (Admn.), Department Biotechnology, Ministry of Science & Technology, RoomNo.519, Block No.3, 5<sup>th</sup> Floor, CGO Complex, New Delhi-110003.

## **Section 5: Terms of Reference**

With reference to the display of the Tableau during Republic Day 2021, Purchaser intends to select an Implementation agency to conceptualize, fabricate and display a Tableau during Republic Day Parade of India 2021. For this, the Specifications along with the terms and conditions are mentioned below:

- 1) Bidder has to submit minimum of three Concepts/Sketches and Concept Note highlighting the different aspect relevant to the state Tableau at the time of submitting the scaled concept/design with the bid at the time of presentation, if he qualifies in the pre-qualification stage.

The proposed theme is “ **Atma Nirbhar Bharat** ”

The sketches/designs selected by the Tableau Committee of Department of Bio-Technology will be presented before the Expert committee for selection of Tableau to the Ministry of Defence, Govt. of India in its first meeting. Date and Time will be shared by the Purchaser for the same.

2) Fabricator/Designer may also have to prepare new concept/addition with Modification for the DBT Tableau according to the expert committee headed by the Ministry of Defence, Govt. of India.

3) The payment, for preparation of designs/sketches, formulation of 3-D Model, fabrication and presentation of Tableau on turnkey basis, will be made to the selected bidder only after the final approval of the Expert Committee, Ministry of Defence, Govt. of India. No payment will be made to any other firm for the submission of sketches/Designs. The Designs, Sketches & write up of these documents, so submitted documents will be the property of the Department.

4) The bidder has to quote the rate for making the Sketch/Sketches and 3-D Model in the scale of 1 Foot = 1 Inch.

5) Bidders are to quote the rates on lump sum basis which should include all the necessary charges for new concepts/corrections/modification/minor or major changes in the Sketch/Design, 3-D model, fabrication of the tableau and the studio recorded musical tapes/CDs as per the direction of the expert committee of the Ministry of Defence, Govt. of India.

6) The Bidder will have the responsibility to justify and explain the thematic concept and design to the Expert Committee of the Ministry of Defence, Govt. of India.

7) The Bidder should be prepared to work under the guidance and instructions of the Expert Committee of Ministry of Defence and should be prepared to add/incorporate, change any of the elements of the Tableau as per the instructions of the Expert Committee, the Ministry of Defence, Government of India till the final presentation without any extra payment.

8) The Platforms constructed on the Tableau must be so strong that all performing Artists should be able to perform actions without any damage.

9) Basic structure and extension work of the Tableau should be fabricated in angle iron and with proper support. Wooden structure will be raised only where necessary.

10) The arrangements and selections of the best pieces of live and artificial vegetation for use in the landscaping will have to be made much in advance, so that the Tableau participation can be done properly during press preview, full-dress rehearsal and final parade.

11) Successful bidder will have to cooperate with Technicians and provide them sufficient space for their comfortable sitting, keeping and fixing of sound system equipment and Mechanical devices etc. on the Tableau at the time of fabrication.

12) The bidder to whom the work is allocated shall have to show daily progress of work as per fixed schedule given by the Purchaser.

13) Bidder has to ensure that quality material i.e. kail wood, plywood, thick boards, salwood, Bellies for support and extension of the tractors and trailers, thermocol, fevicol, jute mat, chatar mat, plastic emulsion paint, strong nuts-bolts, clumps, silencer, fixing wire net, decoration material etc. is being used for the Tableau. In addition, bidder has to provide caption writing on all the four sides of the trailer in Hindi/English language along with some unforeseen material.

14) Tableau and Ground elements/ participating artists have to be arranged by the fabricator only and technicians duly cleared from the security angle along with their costumes etc. and sound system /music recording will be provided by the Successful bidder and will be in position by 10th January, 2021. The Successful bidder will have to supply requisite manpower like Carpenters, technicians, tableau artists etc., to accompany the tableau in the rehearsal and final parade, after getting police verification cleared by the competent authority well in time. Choreography for action composing and all tableau performing artists and their costumes to be arranged by the successful bidder. Sound and music system shall be arranged/changed as per the directions of the Defence Expert committee. The successful bidder shall arrange the rehearsal of the tableau artists and music system at camp location and at Rajpath.

If the expert committee changes the above arrangements due to low quality, the successful bidder shall carryout the necessary changes at his own cost.

15) All unforeseen material required in the Tableau as per demand of the authority will be supplied by the Successful bidder. In addition, successful bidder has to ensure safe and flawless participation of the tableau, full dress rehearsal and final parade on 26th January, 2021.

16) Choreographers, Music, Live Elements and necessary Vehicles for the fabrication will have to be arranged by the Successful bidder and Purchaser will not have no responsibility to arrange the same under any circumstances.

17) Bidder has to ensure that the sketch provided should be simple, easy to comprehend and should avoid statistical data and unnecessary details. It should be able to convey the theme by itself through visual impact and should not require any explanation, writing or elaboration. It should have visual symmetry from both sides.

18) The number of performers on the Trailer should be kept to the minimum. Normally, on one trailer not more than 10 persons should be performing. No Performer are generally permitted to be on the tractor component of the tableau. Attractive ground elements, however, can be considered on a limited number of tableau only if it goes with the theme.

19) Since the theme of the tableau is cultural, bidder has to ensure that colors, designs, costumes, material etc. used should be authentic.

20) The Successful bidder has to return the trailer and the tractor to the camp authority without any nail or damage.

#### **Section 6: Payment Schedule and Deliverables**

Payment to successful bidder shall be released as per the below milestones:

| <b>SN</b> | <b>Milestones</b>  | <b>Payment</b><br>(% of total cost of Project value) |
|-----------|--|--|
| 1.        | Approval of sketches/ designs and 3D Model by the expert committee headed by Ministry of Defence, Govt. of India   | 30%  |
| 2.        | Complete construction of Tableau for Republic Day Parade 2021 - this payment will be released post submission of construction photographs and satisfaction certificate by the Purchaser.   | 30%  |
| 3.        | Showcasing of the tableau on 26th January 2021 Republic day parade - this payment will be released post submission of activity photographs, satisfaction certificate by the Purchaser, receipt of the certificate of the full and final payments made to his workers, private dealers, technicians, artists, laborers etc. duly attested by the Defence Authorities i.e., officer in charge Tableau camp, New Delhi. | 40%  |

Note: DBT will not be responsible for making any payment to any other party other than the successful bidder.

Note:

1. Payment will only and only be released to the successful bidder post submission of the Performance Bank Guarantee to the Purchaser.
2. The Purchaser reserves the right to deduct portion of the agreed fee of the successful Bidder, in case of any deficiency in the services rendered as per the Section 14 of this document.
3. Successful Bidder has to submit the complete breakup of the commercials (as per his own calculation) after the award of the contract to the Purchaser and before signing of the agreement.

## Section 7: Technical Bid Evaluation

Bidders should score minimum of 70% and submit all the relevant documents to be shortlisted for the commercial bid opening.

Purchaser reserves the right to cross verify the documents/ credentials with the bidder. The Documents submitted by the Bidder should clearly depict the credential/criteria as required, failing which the document shall not be considered for evaluation.

| Criteria  | Marks  | Max. Marks     | Supporting Document  |
|---|--|----------------|--|
| <b>Organizational Experience/Projects Experience</b>  |  |                |  |
| The Bidder should have successfully provided at least 1 Tableau each during the last three financial evidence, along years i.e. FY 17-18, FY 18-19, FY 19-20 in Republic Day Parade of India held on 26th January at Rajpath New Delhi for Central Government, State Government, UT Government, PSU or Centre/State Government Organization with a successful order value of value not less than Rs. 30 Lacs (Rupees Thirty Lacs) | * 1 order of at least 30 Lacs -<br><br>* 2 order of at least 30 Lacs - 15 Marks<br><br>* 3 orders of at least 30 lacs - 20 Marks | 20<br>10 Marks | Documentary<br><br><br>with client contact details, in the form of Work Order/ purchase order along with satisfactory Work Completion Certificates     |
| No. of tableaux participated in Republic Day Parade at Rajpath during last five years till 26/01/2020   | 1 Marks for each tableau   | 15             | Documentary evidence, along with client contact details in the form of Work Order/ purchase order along with satisfactory Work Completion Certificates |



|   |                                 |    |                      |
|---|---------------------------------|----|----------------------|
| No. of tableaux participated in Republic Day Parade at Rajpath during last five years till 26/01/2020 which were awarded by Government of India | 1 <sup>st</sup> Prize – 3 marks | 15 | Copies of the awards |
|   | for each tableau                |    |                      |
|   | 2 <sup>nd</sup> Prize – 2 marks |    |                      |
|   | for each tableau                |    |                      |
|   | 3 <sup>rd</sup> Prize – 1mark   |    |                      |
|   | for each tableau                |    |                      |

**Note : In case of Consortium/Joint Venture experience of only Prime Partner shall be consider for eligibility and marking**

## **B. Technical Presentation**

|              |   |    |                          |
|--------------|---|----|--------------------------|
| Presentation | *Understanding of the work and presentation to the committee of Department of Bio Technology, Ministry Of Science and Technology, GOI | 30 | Power Point Presentation |
|--------------|---|----|--------------------------|

Note: Only those bidders whose absolute technical score is 70 % or more shall be considered by Purchaser for further evaluation. In addition, Evaluations will be based on documentary evidence submitted by the Bidders/Applicants and presentation before the Purchaser.

## **Section 8: Financial Bid Evaluation**

The bids will be evaluated on Quality and Cost Based Selection method (QCBS) basis with 80% weightage on technical score and 20% weightage on financial score.

FINANCIAL SCORE =  $100 \times \text{FINANCIAL PROPOSAL OF LOWEST BIDDER} / \text{FINANCIAL PROPOSAL OF BIDDER UNDER CONSIDERATION}$

THE COMPOSITE SCORE SHALL BE COMPUTED AS FOLLOWS:

COMPOSITE SCORE =  $(\text{TECHNICAL SCORE} / 80) + (\text{FINANCIAL SCORE} / 20)$

Note: Technical score is the technical marks scored by the bidder in the technical bid.

## **Section 9: Instructions to Bidders**

### **9.1 General**

- \* All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by Purchaser on the basis of this tender.
- \* No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Purchaser may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of Purchaser.
- \* This RFP does not constitute an offer by Purchaser. The bidder's participation in this process may result in Purchaser selecting the bidder to engage towards execution of the contract.

### **9.2 Validity of the bids**

- \* Bids shall remain valid till February 2021 from the date of submission of bids. Purchaser reserves the right to reject a proposal valid for a shorter period as non-responsive.
- \* In exceptional circumstances, Purchaser may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its Bid.
- \* Purchaser reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

### **9.3 Tender Document Fees**

The bidder may download the tender document from the website as mentioned in document control sheet. The bidder shall furnish tender document fees, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet. Any processing fees associated with the tender document fees needs to be borne by the bidder. This fee is non-refundable.

### **9.4 Amendment to the Tender document**

- \* Amendments necessitated due to any reasons, shall be made available on website only as provided in the document control sheet. It shall be the responsibility of the bidders to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website. Purchaser shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the tender document and notified through the website.

\* The corrigendum (if any) & any other related communication regarding this tender shall be posted only on the website and no separate communication either in writing or through email will be made to any interested/ participating bidders.

\* Any such corrigendum(s) or addendum(s) or clarification(s) shall be deemed to be incorporated into the tender document.

\* Purchaser, at its discretion and at any moment of time, may extend the last date for the receipt of Bids.

### **9.5 Clarifications on Submitted bids**

During process of evaluation of the Bids, Purchaser may, at its discretion, ask Bidders for clarifications on their bids. The Bidders are required to respond within the prescribed time frame given for submission of such clarification.

### **9.6 Earnest Money Deposit (EMD)**

\* The bidder shall furnish EMD, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.

\* The EMD shall be in Indian Rupees and bidder has to pay through online mode.

\* EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.

\* EMD of all unsuccessful bidders would be refunded by Purchaser as promptly as possible after signing of the agreement with the successful bidder.

\* The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.

\* The Earnest Money will be forfeited on account of one or more of the following reasons:-

- Bidder withdraws its bid during the validity period specified in the RFP.
- Bidder does not respond to requests for clarification of its bid.
- Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
- In case of a successful bidder, the said bidder fails to sign the contract in time; or furnish Performance Bank Guarantee in time.

\* The EMD is exempted for companies / Firms registered with MSME  
(in case of Consortium/ Joint Venture both the companies/firms should have MSME registration)

## 9.7 Preparation of Bid

The Bidder must comply with the following instructions during the preparation of Bid:

- \* The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and conditions and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at Bidder's own risk and may be liable for rejection.
- \* The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the Bid.
- \* The bid shall only be submitted in two separate envelopes clearly super-scribing, "Technical bid" and "Financial bid" to The Under Secretary (Admn.), Department of Bio- technology, Ministry of Science & Technology, Room No.519, 5<sup>th</sup> Floor, Block No.3, CGO Complex, Lodhi Road, New Delhi – 110003 latest by 3.00 pm on 28<sup>th</sup> October, 2020.
- \* All payments / deposits / fees with respect to this tender shall be in Indian Rupee only.
- \* No bidder shall be allowed to modify, substitute, or withdraw the Bid after last date of its submission.
- \* The bidder shall be responsible for all costs incurred in connection with participation in the Bid process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by Purchaser to facilitate the evaluation process, in negotiating definitive "Successful bidders" and all such activities related to the bid process. Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- \* Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.
- \* Failure to comply with the below requirements shall lead to the Bid rejection:-
  - Comply with all requirements as set out within this RFP.
  - Submission of the forms and other particulars as specified in this RFP and respond to each element in the order as set out in this tender.
  - Non-submission of all supporting documentations specified in this RFP, corrigendum or any addendum issued.

## 9.8 Disqualifications

Purchaser may at its sole discretion and at any time during the evaluation of Bids, disqualify any Bidder, if the Bidder has:

- \* Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- \* Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- \* Failed to provide clarifications related thereto, when sought;
- \* Submitted more than one Bid (directly/in-directly);
- \* Declared ineligible by the Government of India/State/UT Government for corrupt or fraudulent practices or blacklisted.
- \* Submitted a bid with price adjustment/variation provision.
- \* Documents are not submitted as specified in the RFP document.
- \* Suppressed any details related to bid.
- \* Submitted incomplete information, subjective, conditional offers and partial offers submitted or Not submitted documents as requested in this document
- \* Submitted bid with lesser validity period
- \* Any non-adherence/non-compliance to applicable RFP content

## 9.9 Deviations

Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders must ensure that pre-bid meeting is attended by their authorized representatives so that all clarifications and assumptions are resolved before bid submission.

## 9.10 Clarification on Tender Document

The bidders requiring any clarification on the bid/ RFP document may submit its queries on or before the pre bid meeting as mentioned in the Document Control Sheet in the following format in a MS Excel file:

| S.No | Page No. | RFP Clause No. | Clarification Sought |
|------|----------|----------------|----------------------|
| 1.   |          |                |                      |
| 2.   |          |                |                      |

### **9.11 Bid Opening**

\* Purchaser will constitute a committee to evaluate the Bids submitted by Bidders. A three stage process, as explained hereinafter, will be adopted for evaluation of Bids. No correspondence will be entertained outside the process of evaluation defined by the Purchaser.

\* The Bids submitted will be opened at time & date as specified in the document control sheet by Purchaser or any other officer authorized by Purchaser, in the presence of bidders or their representatives who may wish to be present at the time of bid opening.

\* Only two persons for each participating bidder's shall be allowed to attend the Bid opening meetings.

\* The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidders to establish their identity for attending the bid opening and pre bid meetings.

\* Purchaser may, at its discretion, call for additional information from the bidder(s) through email/fax/telephone/meeting or any other mode of communication. Such information has to be supplied within the set out time frame as asked by Purchaser, otherwise Purchaser shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection. Seeking clarifications cannot be treated as acceptance of the bid. For verification of information submitted by the bidders, the Purchaser may visit bidder's offices at its own cost. The bidders shall provide all the necessary documents, samples and reference information as desired by the Purchaser.

### **9.12 Bid Evaluation**

The bid evaluation will be carried out in a three stage process as under:

\* Pre-qualification / eligibility evaluation.

\* Technical evaluation.

\* Commercial bids evaluation.

### **9.13 Pre-Qualification/ Eligibility Evaluation**

\* The evaluation of the bidders will be carried out by the Purchaser as per the pre-qualification / eligibility criteria defined in this tender document.

\* Only the bidders who fulfill the given pre-qualification / eligibility Criteria shall be eligible for next round of evaluation i.e. Technical evaluation.

\* Non-conforming bids will be rejected and will not be eligible for any further processing.

\* The eligibility criteria is mentioned in the Section 4 of this document.

#### 9.14 Technical Evaluation

\* The evaluation of the bidders will be carried out by the Purchaser as per the Technical Evaluation criteria defined in the RFP document. Bidders who qualify in the technical evaluation round shall only be eligible for next round of evaluation i.e. Commercial Bid Opening. Bids of the bidders, who do not qualify in the technical evaluation stage, will be rejected and will not be eligible for any further processing.

\* The technical evaluation of the bidders shall be done based on the parameters defined in Section 7 of this document.

\* Only those bidders whose absolute technical score is 70% or more shall be considered by Tender Committee for further evaluation.

#### 9.15 Commercial Bid Evaluation

\* Commercial bids would be opened only for those Bidders, who secure the qualifying 70% marks in the Technical Evaluation as explained above, on the prescribed date in the presence of bidder's representatives.

\* The Bidders shall quote price as per commercial Bid format mentioned in **Annexure-D** of this document

\* A contract will be signed with "Successful bidder" which will be based on the highest composite score

\* Failure to abide the RFP conditions may result into forfeiture of EMD & PBG.

\* Any conditional commercial bid will lead to disqualification of the entire bid and forfeiture of the EMD.

\* Bidder quoting negative rates will be treated as non-responsive and will result in forfeiture of the EMD.

\* Errors & Rectification:

- If there is a discrepancy between words and figures in the financial bid, the amount in figures will prevail.

- If the bidder doesn't accept the correction of error(s) as specified, its bid will be rejected and EMD will be forfeited.

#### 9.16 Notification of Award of Contract

Purchaser will notify the Successful Bidder in writing about acceptance of their bid. The notification of award will constitute the formation of the contract after submission of performance bank guarantee.

#### 9.17 Performance Bank Guarantee

Performance Bank Guarantee equivalent to 10% of the total contract value rounded off to the nearest thousand Indian Rupees from a Scheduled Commercial Bank in India in favour of Department of Bio-Technology, Ministry of Science & Technology, Govt. of India. It should be in the form of an unconditional, irrevocable and continuing Bank Guarantee as per the **Annexure B** and would remain valid until March 2021 from the day contract is signed. The claim period and other details of the Performance Bank Guarantee are

as per Section 14.3 of this document. The Performance Bank Guarantee shall be submitted within 7 (Seven) days from the day contract is signed.

Performance Bank Guarantee would be returned only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract.

EMD of successful bidder will be returned on the submission of performance bank guarantee.

### **9.18 Signing of the Contract**

- \* The Successful Bidder will sign the contract with Purchaser within 7 working days of the release of notification and submission of Performance Bank Guarantee.
- \* After signing of the contract, no variation in or modification of the terms of the contract shall be made except by mutual written amendment signed by both the parties.

### **9.19 Fraud and Corrupt Malpractices**

All the Bidders must observe the highest standards of ethics during the process of selection of "Successful Bidder" and during the performance and execution of contract.

. For this purpose, definitions of the terms are set forth as follows:

- \* "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Purchaser or its personnel in contract executions.
- \* "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or noncompetitive levels and to deprive Purchaser - of the benefits of free and open competition.
- \* "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work.
- \* "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- \* Purchaser will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent, unfair trade or Coercive practices.



Purchaser will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent, unfair trade or Coercive practice in competing for, or in executing, the contract at any point of time.

#### **9.20 Waivers**

Purchaser may waive any minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided. Such waiver does not prejudice or affect the relative ranking of any Bidder.

#### **9.21 Confidentiality**

The Successful Bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the Purchaser or operations without the prior written consent of the Department.

#### **9.22 Duties, Taxes and Statutory Levies**

1) The Bidder shall bear all personal taxes levied or imposed on account of payment received under this Contract.

2) The Bidder shall bear all corporate taxes, levied or imposed on account of payments received from Purchaser for the work done under this Contract.

3) Bidder shall bear all taxes and duties etc. levied or imposed under the Contract including but not limited to GST, Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax and Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him for the work done under the Contract. It shall be the responsibility of the Bidder to submit to the concerned tax authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide such information to the Purchaser from time to time, as it may be required in regard to the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by Purchaser shall at all times be in accordance with Indian Tax Law and will furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.

4) If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by the Purchaser for providing the goods and services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Successful Bidder in performing the Services, then the remuneration and reimbursable expense otherwise payable to the Successful Bidder under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made. However, in case of any new or fresh tax or levy imposed after submission of

the proposal, the Successful bidder shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

5) The Bidder shall be solely responsible for the payment /fulfillment of its tax liabilities and obligations under the Income Tax Act and other such laws in force and Purchaser shall not bear responsibility for the same.

## **Section 10: Award of Contract**

### **10.1 Notification to Bidder**

Purchaser will notify the successful Bidder online that its proposal has been accepted. The notification of award, termed as Letter of Intent or LOI in sections to follow, will lead to signing of the Contract. Upon the successful Bidder's furnishing of performance bank guarantee, Purchaser will promptly notify each unsuccessful Bidder online and EMD will be returned as per the RFP.

### **10.2 Signing of the Contract**

Purchaser shall enter into a Contract, incorporating all Agreements, as specified in this document, with the successful Bidder. Successful bidder shall sign the agreement within 7 business days of award of contract.

### **10.3 Validity of the Contract**

The Contract / Agreement will be valid till February 2021, with the provision for extension based on requirement. The contract may be extended for a further period at the same terms and conditions subject to mutual consent.

### **10.4 Expenses for the Contract**

The incidental expenses of execution of Contract shall be borne by the successful Bidder.

### **10.5 Failure to abide by the terms of Contract**

Failure of the successful Bidder to agree with the Terms & Conditions of the Contract shall constitute sufficient reason for the annulment of the award, in which Purchaser may forfeit the EMD, Performance Bank Guarantee or both. In this case, an offer will be made to bidder with the second highest composite score, else, Tendering will be done.

### **10.6 Invoicing**

The Successful bidder needs to obtain Approval from Purchaser after every deliverable. Following this, the Successful bidder shall submit invoice to Purchaser along with successful certificate.

## **Section 11: General Contract Conditions**

### **11.1 Standards of Performance**

The Successful Bidder shall deliver the services and carry out their obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Successful Bidder shall always act in respect of any matter relating to this contract as faithful Successful bidder to the Purchaser. The Successful bidder shall always support and safeguard the legitimate interests of the Purchaser, in any dealings with the third party. The Successful bidder shall confirm to the standards laid down in the RFP in totality.

### **11.2 Contract Period**

The contract signed with “Successful Bidder” shall be valid February 2021 from the date of signing of contract. If the services of the Successful Bidder are found satisfactory, contract may be extended by mutual consent on the same terms & conditions.

### **11.3 Prices**

\* The service charges quoted in the commercial bid shall be inclusive of all statutory duties & taxes.

\*The prices shall remain valid for the complete contractual period. No upward revision in prices will be accepted after opening of the bids and during the validity of the contract. However, the “Successful Bidder” will pass on the benefit of any downward revision in the prices to the Purchaser. Such downward revision in prices (or a better price offer by the Successful bidder) must be intimated to the Purchaser in writing. Such downward revision in prices shall be in proportion (or higher) to decrease in the publicly declared rates of the Successful Bidder or its sub-contractors/ partners/ vendors. Purchaser will validate the downward revision of prices and notify the new prices to the successful bidder. The revised prices, once notified by Purchaser, shall apply for all in-force and subsequent work orders. All invoices of in-force work orders too shall make immediate reference to the revised rates from the date on which the Successful bidder intimates the Purchaser.

\* In case it comes to the notice of the Purchaser that there has been a significant decrease in prices in the market, the Purchaser may request the concerned “Successful Bidder”, to revise the prices accordingly.

\* Once the contract is awarded, successful bidder will have to provide the complete break- up of the commercial bid to the Purchaser.

### **11.4 Applicable Law**

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Government of India.

## 11.5 Termination of Contract or Work Orders

### 11.5.1 Termination of Contract for default:

The Purchaser without prejudice to any other remedy for breach of Contract, by a written notice of not less than 7 (Seven) days sent to the Successful Bidder may terminate the Contract/ blacklist in whole or in part for any of the following reasons:

- If the Successful Bidder fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or
- If the Successful Bidder fails to respond to three consecutive times given by the Purchaser without assigning any satisfactory reason to Purchaser in writing or on email; or
- If the Successful Bidder fails to perform any other obligation(s) under the contract; or
- Laxity in adherence to standards laid down by the Purchaser; or
- Discrepancies/deviations in the agreed processes and/or Services; or
- Violations of terms and conditions stipulated in this RFP.
- In the event the Purchaser terminates the Contract in whole or in part for the breaches attributable to the Successful Bidder, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Successful Bidder shall be liable to the Purchaser for any increase in cost for such similar Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.
- If the contract is terminated under any termination clause, the Successful Bidder shall handover all documents/ executable/ Purchaser data or any other relevant information to the Purchaser in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Purchaser.
- During the transition, the Successful bidder shall also support the Purchaser on technical queries/support on process implementation or in case of any provision for future upgrades.
- The Purchaser right to terminate the Contract will be in addition to the penalties / Liquidated damages and other actions as deemed fit.
- In the event of failure of the Successful Bidder to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Purchaser at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Purchaser shall give prior notice to the existing Successful Bidder.

The existing Successful Bidder shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Successful Bidder shall render all reasonable assistance to the new Service Provider within such period prescribed by the Purchaser, at no extra cost, for ensuring smooth switch over and continuity of services. If existing Successful bidder is breach of this obligation, they shall be liable for paying a penalty of as provided in Penalty Section of this document, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee. Purchaser or the "Successful

Bidder” can terminate the contract in the event of default of terms and conditions of this RFP or the contract by the other party by giving 1 month written notice.

#### **11.5.2 Termination of contract for Convenience:**

11.5.2.1 The Purchaser may at any time terminate the Contract for any reason by giving the Successful bidder a notice of termination that refers to this clause.

11.5.2.2 Upon receipt of the notice of termination under this clause, the Successful bidders shall either as soon as reasonably practical or upon the date specified in the notice of termination:

- (a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Clause 11.5.2.2 (d) (ii) below;
- (c) remove all Successful Bidder Equipment from the site, repatriate the Successful Bidder and its Subcontractors’ personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;
- (d) In addition, the Successful Bidder shall:
  - (i) deliver to the Purchaser the parts of the System executed by the Successful Bidder up to the date of termination;
  - (ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Successful Bidder to the System, or Subsystem, as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Successful Bidder and its Subcontractors;
  - (iii) deliver to the Purchaser all non-proprietary drawings, specifications, and other documents prepared by the Successful Bidder or its Subcontractors as of the date of termination in connection with the System.

#### **11.5.3 Termination of contract for Insolvency, Dissolution, etc.:**

Purchaser may at any time terminate the Contract by giving written notice to the Successful bidder, if the concerned “Successful bidder” becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. 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 Purchaser.

### **11.6 Loss of Property and/or Life**

Any loss of property and / or life during preparations of the event and the event itself would be borne entirely by the Successful Bidder and Purchaser shall not be held liable for any claims. The Successful Bidder shall be responsible for the payments arising out of any Third Party claims. The Successful Bidder shall procure insurance for meeting such liabilities at his own expense.

The Successful bidder shall maintain the ecological balance by preventing deforestation, water pollution and defacing of natural landscape.

The Successful bidder shall abide by all the acts/laws prevalent in the country.

### **11.7 Representations and Warranties**

The Successful Bidder represents and warrants that all services performed under this Agreement shall be of professional quality conforming to generally accepted industry practices. If in the opinion of the purchaser, any work done or supply made or service rendered by the successful bidder is deficient in any manner in comparison to the prescribed standards, purchaser shall be at liberty to impose penalty on the successful bidder.

### **11.8 Force Majeure**

\*The Successful Bidder shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

\* "Force Majeure" means an event beyond the control of the Successful Bidder and not involving his fault or negligence, and unforeseeable. Such events may include, but are not restricted to, acts of wars or revolutions, riot or commotion, earthquake, fire, floods, epidemics, and quarantine restrictions.

\*If a Force Majeure situation arises, the Successful Bidder shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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.

### **11.9 Resolution of Disputes**

If any dispute arises between parties, then these would be resolved in following ways:

\*Amicable Settlement: Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will

consider the Notice and respond to it in writing within 7 days after receipt. If that party fails to respond within 7 days, or the dispute cannot be amicably settled within 10 days following the response of that party, then the second Sub clause of resolution of disputes shall become applicable.

\* Arbitration: In case dispute arising between the parties, which has not been settled amicably, the “Successful bidder” can request Purchaser to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Arbitrator which shall be decided by the Purchaser. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings.

\* Arbitration proceedings will be held at Chandigarh. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by Purchaser and the “Successful bidder”. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

#### **11.10 Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh, India only.

#### **11.11 Other Information**

\* The successful bidder needs to ensure that blueprint of the event is approved by the purchaser. Post approval of the blue print, successful bidder need to showcase the trial run of the event which has to be verified and approved by the Purchaser before making it live.

\*The successful bidder will have to get all the creatives, scripts, videos or any material going live for the event, approved from the Purchaser; failure to which will lead to Penalty.

\* The ownership of any creative content / props / material etc. such as print / outdoor / on-line creative, TV commercials, radio jingles/spots, event set up material for which Purchaser has paid and any publicity material produced or designed through the Successful Bidder will at all-time rest with Purchaser and the Agency/copy writer/photographer/ producer, etc. will have no proprietary or other rights in respect of the same. This would include full copyright for all time use of the images used in the creative and publicity material.

\* The Successful Bidder will provide all creative and publicity & promotional material in necessary formats as would be required and conveyed by the Purchaser.

\* Raw Stock / unmixed versions/ unused footage and photographs of the TV commercials / creative will be the property of Purchaser and the same are required to be handed over to the Purchaser.

\* The Successful Bidder will be responsible for copy right issues concerning usage of images, footage, text material, etc. obtained through various sources. Purchaser will not be a party to any disputes arising out of copyright violation by the Successful Bidder.

\* The Successful Bidder will be responsible for obtaining any permission that may be required for undertaking work as detailed in this RFP document. Purchaser may assist the Successful Bidder in this regard, wherever possible.

\* The Successful Bidder will at no time resort to plagiarism. Purchaser will not be a party to any dispute arising on account of plagiarism resorted to by the Successful Bidder. The Successful Bidder will indemnify Purchaser against any claim, laws, damages, etc. arising out of the Successful Bidder having resorted to plagiarism or violation & IPR of any third party.

\* The Successful Bidder has to ensure that place of the event should not be littered and it should be handed over to the Purchaser in a neat and clean manner.

## **Section 12: Reporting of Issues**

The successful Bidder needs to provide the contact numbers, email ID and addresses of atleast 2 representatives. Any issue encountered with respect to any event mentioned as per the scope of work will be reported to the respective successful bidder representative by Purchaser or its officials via email or phone. It is the responsibility of successful Bidder to track the incident and ensure resolution for the same. Once incident has been resolved, confirmation email needs to be sent back to the person who reported the issue originally with a copy to Purchaser.

In case there is a change in the process for reporting issues, it will be appropriately communicated to successful Bidder. The representatives should be available during the normal business hours i.e. 10 am to 6 pm during all working days of the week. For January 2021, availability of the bidder representatives will need to be increased for which timings will be confirmed by the department at the time of event.

The Bidder representatives would have to perform various activities including:

1) Understanding the query/issue in the reported request. Query could be related to the following:

- . Technical Issue
- . Mismanagement
- . Non availability of the material
- . Required Representatives not available on the field at the time of the event etc.

2) Providing information/clarification on the spot in case of an informational query or providing necessary troubleshooting assistance in case of a logged issue.



3) Forwarding the case to concerned representative of the successful bidder if the issue cannot be instantly resolved on the call and is related to something else which needs discussion.

4) In case of technical issues for which a resolution is not possible instantly, the representative will submit the request into the system for escalation and further action by the successful bidder's team.

### **Section 13: Service Level Agreement**

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service, which shall be provided by the Selected Bidder to Purchaser for the duration of this Contract. Purchaser may regularly review the performance of the services being provided by the Selected Bidder and the effectiveness of this SLA.

#### **13.1 Penalties**

1. Any damage caused to the reputation of the Purchaser or Department of Bio Technology due to any mismanagement in the event handling or execution of the event by the Successful Bidder or its representatives, it will be liable to pay 10% the cost of the total contract value event to the Purchaser within 15 days from the date of the reported issue or else Purchaser will take legal action against the Successful Bidder.
2. If the Successful Bidder uses the brand/name of the Purchaser for any other commercial purpose without its permission, Successful bidder will be liable to pay the penalties imposed by the Purchaser. Penalty will be decided by the Purchaser in this case.
3. If the Successful bidder after taking up the work for an event, leaves it incomplete/ delayed due to any reason, the successful bidder would have to pay 20% of the total contract value to the Purchaser. Purchaser is also liable to take legal action against the Successful bidder in this case and can also go ahead with the forfeiture of the PBG.
4. In case any pre-approved resource/ personnel is changed during the course of engagement, prior approval of the Purchaser is required before his deployment in the project. Additionally, a penalty amounting to Rs. 50,000 will be imposed for each such instance.
5. If in the opinion of the purchaser, any work done or supply made or service rendered by the successful bidder is deficient in any manner in comparison to the prescribed standards, purchaser shall be at liberty to impose penalty on the successful bidder. The Purchaser shall decide on the penalty to be imposed on the violation/ non-adherence to the service levels.

6. The successful bidder will have to get all the creatives, scripts, videos, project plans, logistics plan or any material going live etc. for the event, approved from the Purchaser; failure to which will lead to Penalty. Penalty will be decided by the Purchaser in this case.

7. Returning of the Trailer and Tractor to the camp authority with nails or damages. Penalty will be decided by the Purchaser in this case.

## Section 14: Annexures

### Annexure – A : Self-Declaration on not being blacklisted

On company Letter head

Date: XX/XX/XXXX

To,  
The Secretary,  
Department of Bio-Technology,  
Ministry of Science & Technology,

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Subject: Declaration on not being blacklisted by any State/Central Government department, agency, corporation, urban local body, or Quasi Government agencies of PSU

Dear Sir,

I/We hereby declare that as of date, (Name of the firm/company) is not blacklisted by any state /central /Local Government or quasi-government entity, department, agency, corporation, body, or PSU in India for breach of any applicable law or violation of regulatory prescriptions or breach of agreement / Contract.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

**Annexure-B : Format for Performance Bank Guarantee**  
**(Hard copy required post contract is awarded)**

Performance Bank Guarantee (Draft Format)

Ref: \_\_\_\_\_ Date: \_\_\_\_\_

Bank Guarantee No.: \_\_\_\_\_

To,  
The Secretary,  
Department of Biotechnology,  
Ministry of Science & Technology,

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Dear Sir,

PERFORMANCE BANK GUARANTEE – For Selection of a Creative & Execution Company  
for Planning, Conceptualizing and Fabricating Tableau for Republic Day Parade 2021 at Rajpath, New Delhi

WHEREAS

M/s. (name of Successful Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated ..... (herein after, referred to as “Contract”) with you for Selection of a Creative & Execution Company for Planning, Conceptualizing and Fabricating Tableau for Republic Day Parade 2021 at Rajpath, New Delhi in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Successful Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favor for an amount of 10% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 10% of the Total Contract Value i.e.,.....<in words> without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till March 2021 from the date of signing of Contract, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until March 2021 from the date of signing of Contract.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights:

- i. Requiring to pursue legal remedies against the Department; and
- ii. For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of the Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

This Performance Bank Guarantee shall be valid only till March 2021 from the date of signing of Contract.

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before March 2021.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated ..... this ..... day ..... 2020.

Yours faithfully,  
For and on behalf of the ..... Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

Note: In case of additional order, separate 10% Performance Bank Guarantee of the total value of raised quantity will have to be submitted/deposited by the selected bidder.

**Annexure-C : Self-Declaration** On company Letter head

Date: XX/XX/XXXX

To,  
The Under Secretary (Admn.)  
Department of Biotechnology,  
Ministry of Science & Technology,

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Subject: Declaration on neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.

Dear Sir,

I/We hereby declare that as of date, (Name of the firm/company) is neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.

Sincerely Yours,  
(Signature of Authorized Signatory)  
Name:  
Title:



## **Annexure – D : Commercial Bid format**

Department of Biotechnology, Ministry of Science & Technology,

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### **Financial Bid**

#### **Particulars**

**Total cost for conceptualizing, fabricating and displaying  
a Tableau during Republic Day 2021**

Total price in INR  
(Inclusive of all taxes)  
in figures

Total price in INR  
(Inclusive of all taxes)  
in words

Name of the Firm :  
Address:

Authorised Signatory :