

The Administration of Union Territory of Ladakh

Government of India

**REQUEST FOR PROPOSAL
(RFP)**

SELECTION

OF

CONSULTANT

FOR

**CONCEPTUALIZATION, DESIGN AND FABRICATION OF UT LADAKH
TABLEAUX 2022**

RFP NOTICE NO. NO.: LCA/TABLEAUX-2022/01

Disclaimer

The information contained in this Request for Proposals document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is nor an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant 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 RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends 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. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority 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 RFP. The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Invitation for Proposals

NO.: LCA/TABLEAUX-2022/01

**THE ADMINISTRATION OF UNION TERRITORY OF LADAKH
UT SECRETARIAT, LADAKH
GOVERNMENT OF INDIA**

Sub: Notice Inviting Request for Proposal for Selection of Consultant for Conceptualization, Design and Fabrication of UT Ladakh Tableaux 2022

The Administration of Union Territory of Ladakh ("Authority"), Government of India, intends to engage Consultants (Firms/Artists/Designers etc) to conceptualize, Design (preparation of designs/sketches/drawings) and fabricate 'UT Ladakh Tableaux 2022' on the theme **"Enterprising Ladakh"** for presentation at National Republic Day Parade 2022 at New Delhi.

The tableaux design shall have to: -

"Showcase 'Enterprising Ladakh' which will depict. The unique and world famous Pashmina, Apricot and Seabuckthorn, Apples, Handicrafts & Handlooms apart from the above Nomadic Life & Culture of UT-Ladakh have to be represented in an impressive and attractive manner. The background of the tableaux shall have to showcase the distinct geographic features & ethnic folk forms of dance and music of UT-Ladakh which should coalesce within the theme of the Tableaux."

Interested consultants are requested to submit their response to the RFP in a sealed envelope through Speed Post/ Registered Post or deliver by hand super scribing Request for Proposal (RfP) for Consultancy for **"Selection of Consultant for Conceptualization, Design and Fabrication of UT Ladakh Tableaux 2022"** on top of the envelope to the undersigned address provided in the table below.

| | |
|--|---|
| Tender Inviting Authority | The Administration of Union Territory of Ladakh. UT Secretariat, Ladakh |
| Name of Work | Selection of Consultant for Conceptualization, Design and Fabrication of UT Ladakh Tableaux 2021 |
| Date of publishing the RFP Document | 24/10/2021 |
| Date/Time for Pre-Bid Queries | 28/10/2021 |
| Date/ Time/ Place of Pre-Bid Conference | 01/11/2021 at 1400 hrs |
| Last date and time for submission of Proposal (Hard Copy) | 08/11/2021 at 1700 hrs |
| Date and time for opening of Technical Proposal | 09/11/2021 at 1400 hrs |
| Date and time for opening of Financial Proposal | 15/11/2021 at 1400 hrs |
| Bid Security | INR 1,00,000/- to be paid in the form of DD/ Bank Guarantee from Scheduled/ Nationalized Bank in favour of Secretary, Tourism & Culture, The Administration of Union Territory of Ladakh |

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| | payable at Leh and should be enclosed along with original documents. |
| Tender Processing Fee | INR 5,000/- to be paid in the form of DD from Scheduled/ Nationalized Bank in favour of Secretary, Tourism & Culture The Administration of Union Territory of Ladakh payable at Leh and should be enclosed along with original documents. |
| Contact Person | Deputy Secretary The Administration of Union Territory of Ladakh Ladakh Academy of Art, Culture & Languages Leh Ladakh. Ph: 9419199910, 01982-252088 Email: ladakhculturecentre11@gmail.com |

Sd/-
(Kachoo Mehboob Ali Khan), IRS
Secretary
Tourism & Culture Department, UT-Ladakh

1. INTRODUCTION

1.1 Background

1.1.1 The Post abrogation of Article 370 and Article 35 A in the state of Jammu & Kashmir, In terms of Jammu and Kashmir Re- organization Act 2019 Ladakh has been formed as Union Territory, separate from the rest of Jammu and Kashmir with effect from 31st October 2019. UT Ladakh Administration is going to represent the Second **UT Ladakh Tableaux at the National level during the Republic Day Parade, 2022.**

1.1.2 The UT-Ladakh Tableaux committee held a meeting on 12th of October, 2021 under the chairmanship of the Advisor to Hon'ble Lieutenant Governor and has decided that the UT-Ladakh Tableau for the year 2022 will be under the theme of **"Enterprising Ladakh"**

2 The committee suggested that this year the theme of UT Ladakh Tableaux on the theme **'Enterprising Ladakh'** in which "Showcase 'Enterprising Ladakh' which will depict, the unique and world famous Pashmina, Apricot and Seabuckthorn, Apples, Handicrafts & Handlooms apart from the above Nomadic Life & Culture of UT-Ladakh have to be represented in an impressive and attractive manner. The background of the tableaux shall have to showcase the distinct geographic features & ethnic folk forms of dance and music of UT-Ladakh which should coalesce within the theme of the Tableaux."

2.1.1 The tableaux of Union Territory of Ladakh shall also depict the composite culture of Ladakh and its village life of the Union Territory with major landmarks of the respective regions appearing in the backdrop of the UT's tableaux, the designs are to be decorated with landscape specific to the regions.

2.1.2 In pursuance of the above, the Authority has decided to carry out the process for selection of a Consultants (Firms/Artists/Designers etc) to conceptualize, Design (preparation of designs/sketches/drawings) and fabricate 'UT Ladakh Tableaux 2022' on the aforementioned theme in accordance with the Terms of Reference specified at Schedule-1 (the **"TOR"**).

1.2 Request for Proposals

The Authority invites proposals (the **"Proposals"**) for selection of Consultant (the **"Consultant"**) who shall conceptualize, Design (preparation of designs/sketches/drawings) and fabricate 'UT Ladakh Tableaux 2022'in conformity with the TOR (collectively the **"Consultancy"**).The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Invitation for Proposals.

1.4 Sale of RFP Document

RFP document can be downloaded from the Official Website of the Authority www.ladakh.nic.in. the Applicant shall submit Tender Processing Fee of Rs. 5,000 (Rupees five thousand only) in the form of a demand draft drawn on any Scheduled Bank/ Nationalized Bank in India in favour of **Secretary** and payable at **Ladakh** on Proposal Due Date.

1.5 Brief description of the Selection Process

The Authority has adopted a **Quality- and Cost-Based Selection (QCBS)** two-stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected for negotiation (the “**Selected Applicant**”) while the second ranked Applicant will be kept in reserve.

1.6 Currency conversion rate and payment

- 1.6.1 For the purposes of technical evaluation of Applicants, Rs. 75 (Rupees Seventy-Five) per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
- 1.6.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.7 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

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|--|--|
| Tender Inviting Authority | The Administration of Union Territory of Ladakh. UT Secretariat, Ladakh |
| Name of Work | Selection of Consultant for Conceptualization, Design and Fabrication of UT Ladakh Tableaux 2021 |
| Date of publishing the RFP Document | 24/10/2021 |
| Date/Time for Pre-Bid Queries | 28/10/2021 |
| Date/ Time/ Place of Pre-Bid Conference | 01/11/2020 at 1400 hrs (Cultural Academy Leh Ladakh) |
| Last date and time for submission of Proposal (Hard Copy) | 18/11/2020 at 1700 hrs |
| Date and time for opening of Technical Proposal | 09/11/2020 at 1400 hrs |
| Date and time for opening of Financial Proposal | 15/11/2020 at 1400 hrs |
| Letter of Award (LOA) and Signing of Agreement | Within 2 days of Opening of Financial proposal |

1.8 Pre-Proposal visit to the Ladakh

Applicants are required to make its own arrangements for visit to Ladakh for meetings.

1.9 Pre-Bid Conference

The venue of Pre-Proposal Conference shall be:

Deputy Secretary

The Administration of Union Territory of Ladakh

Ladakh Academy of Art, Culture & Languages Leh Ladakh.

Ph: 9419199910, 01982-252088

Email: ladakhculturecentre11@gmail.com

1.10 Communications

1.10.1 All communications including the submission of Proposal should be addressed to:

Deputy Secretary

The Administration of Union Territory of Ladakh

Ladakh Academy of Art, Culture & Languages Leh Ladakh.

Ph: 9419199910, 01982-252088

Email: ladakhculturecentre11@gmail.com

Fax: 1.10.2 The **Official Website** of the Authority is:

<http://www.ladakh.nic.in> and www.ladakhculture.in

- 1.10.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP Notice No. LCA/Tableaux-2022/01

**Proposal for Selection of Consultant for Conceptualization, Design and Fabrication of UT Ladakh
Tableaux 2022**

2. INSTRUCTIONS TO APPLICANTS

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case a Consultant (Firms/Artists/Designers etc) possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “**Sole Firm**”) or as lead member of a consortium of firms (the “**Lead Member**”) in response to this invitation. The term applicant (the “**Applicant**”) means the registered Artist / Designer / Sole Firm or the Lead Member, as the case may be.
- 2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Part-2 of the RFP. The Technical Proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

2.2 Conditions of Eligibility of Applicants

- 2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:
- (A) **Qualification Capacity:** The Applicant shall be **registered Artist / Designer / Firm (A Private Limited Company / Limited Company / Limited Liability Partnership registered under the Companies Act, 1956 / 2013 / under the Partnership Act of 1932)** in India or a proprietary firm or an international firm registered under equivalent law in the country of its incorporation can submit Proposal. If the Applicant is a JV/Consortium, then the JV/Consortium and its members shall comply with the following conditions:
- (i) The number of members in such JV / Consortium shall not exceed 3 (three).
 - (ii) Sub-contracting is allowed by the Applicant for services such as fabrication of specific parts / costumes / design of specific elements, performances etc.

- (iii) The members of the JV / Consortium shall undertake that they shall be jointly and severally responsible and liable for meeting all of the Consultant obligations in relation to the Project, in accordance with the Agreement.

(B) **Technical Capacity:** The Applicant shall have, as specified in Section 3 – Criteria for Evaluation.

2.2.6 An Applicant or its Associate should have, during the last three years, 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 or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making do provision for incorporation of the requested information.

2.3 Conflict of Interest

2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and always hold the Authority’s interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium.

2.5 Cost of Proposal

The Applicants shall be responsible for all the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation,

visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the Ladakh and acquiring required information or any other matter considered relevant by them. Applicants shall be responsible for all the costs associated for such visits.

2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or because of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

- 2.8.3 As per guidelines issued by Ministry of Defence, GOI, & the same also endorsed by the Administration of Union Territory of Ladakh the Designer/Fabricator/Artists make sure that they will not involved in fabrication of more than two Tableaux including their proposal in order to maintain the quality and avoid monotony in look/design of the Tableaux, if any Designer/Fabricator/Artists later found (involved in fabrication of more than two Tableaux) than the agreement automatically cancelled and the Designer/Fabricator/Artists may need to pay penalty of the fully cost of the Tender & may need to face consequence as per law. The Authority reserves the right to reject.
- 2.8.4 To involve mechanism to ensure that the Agency deployed for design/ fabrications of the Tableau remains associated with the job till finally to enable incorporating the originally

2.9 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

| | |
|----------|------------------------------------|
| 1 | Introduction |
| 2 | Instructions to Applicants |
| 3 | Criteria for Evaluation |
| 4 | Fraud and corrupt practices |
| 5 | Pre-Proposal Conference |
| 6 | Miscellaneous |
| | Schedules |
| | Terms of Reference |
| | Appendices |

2.10 Clarifications

- 2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by speed post/ courier/ special messenger or by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

"Queries concerning RFP Proposal for Selection of Consultant for Conceptualization, Design and Fabrication of UT Ladakh Tableaux 2022"

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by e-mail. The Authority will post the reply to all such queries on the Official Website without identifying the source of queries.

- 2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RFP

- 2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.
- 2.11.2 The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.
- 2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

2.12 Language

The Proposal with all accompanying documents (**the “Documents”**) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

- 2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly

marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copies of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail.

- 2.13.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the "**Authorised Representative**") as detailed below:

(a) Lead registered Designer / Artist

(b) by the proprietor, in case of a proprietary firm; or

(c) by a partner, in case of a partnership firm and/or a limited liability partnership; or

(d) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or

(e) by the Authorised Representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

- 2.13.4 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 1.8. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.24.

2.14 Technical Proposal

- 2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the "**Technical Proposal**").

- 2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

(a) The Bid Security is provided;

(b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;

(c) Power of Attorney, if applicable, is executed as per Applicable Laws;

- (d) Profile of all Professional Personnel have been included;
 - (e) they meet the Conditions of Eligibility laid down at Clause 2.2 of the RFP;
 - (f) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
 - (g) all documents have been recently signed and dated in blue ink by the respective Personnel;
 - (h) Professional Personnel proposed have good working knowledge of English language;
 - (i) Key Personnel would be available for the period indicated in the TOR;
 - (l) the proposal is responsive in terms of Clause 2.22.3.
- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.
- 2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.6 The proposed team shall be composed of Artists and Designers (the “**Professional Personnel**”) in their respective areas of expertise and support staff (the “**Support Personnel**”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The Profile of each such Professional Personnel, if any, should also be submitted in the format at Form-10 of Appendix.
- 2.14.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such Sub-Consultants should be submitted in Form-10 of Appendix-I.
- 2.14.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material

misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15 Financial Proposal

2.15.1 Applicants shall submit the financial proposal in the formats at Appendix (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal.
- (iii) Costs (including break down of costs) shall be expressed in INR.

2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Applicant as per the terms of the RFP. The Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded

document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

- 2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, Consultancy name as indicated at Clauses 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall bear on top, the following:

“Do not open, except in presence of the Authorised Person of the Authority”

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

- 2.16.3 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked **‘Technical Proposal’** and the other clearly marked **‘Financial Proposal’**. The envelope marked “Technical Proposal” shall contain:

- (i) Application in the prescribed format (Form-1 of Appendix-I) along with all forms of Appendix and supporting documents; and
- (ii) Bid security as specified in Clause 2.20

The envelope marked “Financial Proposal” shall contain the Financial Proposal in the prescribed format.

- 2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.

- 2.16.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

- 2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

- 2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the project deliverables by the Authority and discharge of all obligations of the Consultant under the Agreement.

2.17 Proposal Due Date

- 2.17.1 Proposal should be submitted on the Proposal Due Date as specified in Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

- 2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification/ substitution/ withdrawal of Proposals

- 2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.
- 2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.20 Bid Security

- 2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of **Rs. 1,00,000 (One lakh only) in the form of a Demand Draft or Bank Guarantee** (Refer Appendix) issued by one of the Nationalised/ Scheduled Banks in India in favour of the Secretary/ Commissioner, The Administration of Union Territory of Ladakh payable at Leh (the "Bid Security"), returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.25.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.
- 2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.20.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority

for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant submits a non-responsive Proposal;
- (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

2.21 Performance Security

2.21.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- (c) if the Selected Applicant commits a breach of the Agreement.

2.21.2 **An amount equal to 5% (five per cent) of the Agreement Value** shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.

2.22 Evaluation of Proposals

2.22.1 The Authority shall open the Proposals at on the Proposal Due Date, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

2.22.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.22.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject

any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- (a) the Technical Proposal is received in the form specified at Appendix-I;
- (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
- (c) it is accompanied by the Bid Security as specified in Clause 2.20.1.
- (d) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
- (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- (f) it contains all the information (complete in all respects) as requested in the RFP;
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

2.22.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.22.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.22.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.22.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.23 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who

have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.24 Clarifications

2.24.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.24.2 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

2.25 Negotiations

2.25.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as, understanding of the RFP, methodology and quality of the work shall be discussed during negotiations. A Key Personnel (Lead designer/Artist) who did not score 60% (sixty per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.25.2 The Authority will examine the Profiles of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.25.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.26 Substitution of Key Personnel

2.26.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel (Lead designer) as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

- 2.26.2 The Authority expects all the Key Personnels and sufficient support staff for management, procurement, fabrication and installation to be available during the design and fabrication process. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 2.26.3 Substitution of the Lead designer / Artist will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.27 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.28 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 2 (two) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

2.29 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement right away. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.30 Commencement of assignment

The Consultant shall commence the Services after signing of agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.31 Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal, or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 70 (seventy) marks or more out of 100 (one hundred) shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (ST).

3.1.2 The applicant individual, company, team must score a minimum of 60 % in the Technical evaluation to be considered for further evaluation.

3.1.3 The scoring criteria to be used for evaluation shall be as follows.

| Item Code | Parameter | Maximum Marks | | |
|-------------|--|---------------|----|-------------------------|
| 1. | Relevant Experience of the Applicant | 40 | | |
| 2. | Proposed Methodology, Work Plan and presentation | 60 | 20 | Presentation |
| | | | 40 | Work Plan & Methodology |
| Grand Total | | 100 | | |

3.1.4 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, design, fabrication and execution consultancy shall be deemed as eligible assignments (the "Eligible Assignments"):

| Item | Eligibility Parameter | Maximum Marks |
|------|--|---------------|
| 1. | <p>Experience in Tableau(or similar exercise) design, Fabrication and presentation</p> <p>Each Eligible Assignment will carry maximum 5 marks.</p> <p>Maximum Assignments – 8</p> <p><i>Definition of 'Similar exercise':</i></p> <p><i>Any tableaux, set designing or vehicle mounted Props and group of models or motioned figures representing a scene for</i></p> <ul style="list-style-type: none"> <i>Festivals Celebrated</i> <i>Cultural heritage including any aspect of the life of the people</i> | 40 |

| | | |
|--|---|--|
| | <ul style="list-style-type: none"> • Event for social/economic development • Parade | |
|--|---|--|

Provided further that if the Applicant firm is taking credit for an Eligible Assignment, such assignment shall have been completed prior to PDD. The Applicant should furnish Work Order/ Agreement/ Reference Certificate from Client clearly highlighting the scope of work and duration of contract. The Applicant can submit CA/ SA certificate for determining payment of consultancy fee towards the Eligible Assignment.

3.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, not more than 5 (five) shall be pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 60 (sixty) points even if such Applicant(s) do(es) not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

3.3 Evaluation of Financial Proposal

- 3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (S_F).
- 3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal, excluding Additional Costs, will be considered. Additional Costs shall include items specified as such in Form-2 of Appendix-II.
- 3.3.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other Proposals will be computed as follows: $S_F = 100 \times F_M/F$

(F = amount of Financial Proposal)

3.4 Combined and final evaluation

- 3.4.1 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.80 and 0.20 respectively.

- 3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for

negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in Clause 2.0, as the case may be.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-PROPOSAL CONFERENCE

- 5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;

- (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

Selection of Consultant for Conceptualization, Design and Fabrication of UT Ladakh Tableaux 2022

Terms of Reference (TOR)

Terms of Reference (TOR)

1. Terms and Conditions

1. The Draft design (sketch, drawing or visual media) should be simple and easy to comprehend. 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.
2. Almost all the components on the tableau shall be having moving parts, sound and animation.
3. The tableaux will be mounted on the tractor/trailers provided by the Ministry of Defence, free of charge.
4. No performers are permitted on the tractor component of the tableau. Attractive ground elements/performers, however, can be considered on a limited number maximum twenty only if it goes with the theme. The number of performers on the float should be kept minimum. i.e. not more than 10 persons should be performing on the tableau. Alternatively, provision can be done for depiction through sculptures.
5. The colours, designs, costumes, materials, etc used should be authentic and shall represent cultural heritage as discusses in design development process.
6. The design sketch / visual media should clearly depict as to how the tractor pulling the tableau will be used as part of the theme. Camouflaging the tractor should be in harmony with the main theme of the tableau. There should be gap of about 6-7 feet between the tractor and the trailer and/ or between two trailers for turning or maneuvering.
7. It should be ensured that the selected dance is a genuine folk dance, the costumes and musical instruments are traditional and authentic.
8. While preparing the sketches and subsequently, three dimensional models, the participants may take into account the following approximate dimension of the trailers and tractors, which will be supplied to them for the fabrication of the tableau. Specifications of the trailer are: - Length 24'-8', Width 8'-0" and Height 4'-2" aprox. and load carrying capacity 10 tones.
9. The length, breadth and height of a single tableaux should not exceed 45' X 12' and 16' High respectively.

2. Scope of Services

The work must be undertaken on a turn-key basis and will include all aspects of fabrication of tableau listed below:

Conceptualization and Design: Development of concepts, raw designs, modification of designs from time to time as per the requirement and instructions, presentation of designs before the selection committee of Ministry of Defence,

Fabrication: fabrication/procurement of components/models, modifications thereof as per requirements and instructions, presentation of the model before the committee of Ministry of Defence. Upon selection of the model, fabrication of the actual tableau as per the requirement, specification, time schedule and instructions by Ministry of Defence.

Installation of Media props/Components: Providing suitable/appropriate lyrics, composing music, arrangements of artists and actual pre-recording of the music for use in the tableau. Arrangements of any choreography as per requirement including arrangement of artists, folk dance troupes etc shall be done.

Demo and final presentation/display: The job will also involve actual presentation and display of the tableau during the republic day parade, full dress rehearsal (if required) and maintenance of required services at the time of presentation during the event. The turnkey project would also include any other work that may have direct or indirect bearing with the Tableaux Committee

3. Time and Payment Schedule

3.1 The total duration of the Project shall be **2(two) months**.

3.2 Time schedule for important Deliverables (the “Key Dates”) of the Consultancy and the payment schedule linked to the specified Deliverables is given below:

| # | Stages as per ToR | Deliverables | Deliverable Milestone(in Days) | Payment Schedule (%age) |
|----|---|---|--------------------------------|-------------------------|
| 1. | Development of Design Concepts | Designs, Sketches, Walkthrough (Software based) or any other media to explain the design | D+7 | 10 % |
| 2. | Procurement and Fabrication of Components and Tableux | Fabricated model and Additional props / components (Installation of Media props/Components) (This will be an interactive process and will include multiples changes) | D+20 | 20 % |
| 3. | Arrangement of Media props/Components: | Finalized Fabricated model and performance (complete model) | D+40 | 10 % |

| | | | | |
|----|--|--|---------------------------|-------|
| | suitable/appropriate lyrics, music, artists etc. | (This will be an interactive process and will include multiples changes) | | |
| 4. | Final Tableaux | Fabricated model mounted on Tractor/Trailer Along with choreography (arrangement of artists, folk dance troupes etc) full demo to the satisfaction of ministry | D+50 | 20 % |
| 5. | Successful display and presentation at Republic Day parade | As per guidelines of Defence Ministry | Republic Day Parade | 20 % |
| 6. | Dismantling and removing the materials | | After Republic Day parade | 20 % |
| | | | | 100 % |

- 3.3 20% of the Agreement Value has been earmarked as Final Payment to be made to the Consultant after dismantling and removing the materials as per the prescribed time schedule of the Defence Ministry and shall be liable to pay any demurrage that might be imposed by Ministry of Defence for non-compliance of dismantling schedule
- 3.4 Failure to meet the time schedules will invite penalty @ 5% of the contract value per day
- 3.5 The dismantling and removal of the materials have to be done by agency at its own cost and hence the same may be factored in the financial quote.

4. Reporting

- 5.1 The Consultant will work closely with the Authority. A designated Project Director of the Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
- 5.2 The Consultant will make visual presentations for discussion with the Authority at various meetings.
- 5.3 Regular communication with the Authority and the Project Director is required in addition to all key communications.

APPENDICES

TECHNICAL PROPOSAL
Form-1-Letter of Proposal
(On Applicant's letter head)

(Date and Reference)

To,

.....
.....
.....

Sub: **Request for Proposal for Selection of Consultant for Conceptualization, Design and Fabrication of UT Ladakh Tableaux 2022**

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the Project. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, 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 contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or

restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. The Bid Security of Rs. (Rupees) in the form of a Demand Draft/ Bank Guarantee is attached, in accordance with the RFP document.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

17. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
18. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name and seal of the Applicant / Lead Member)

APPENDIX-I

Form-2 -Particulars of the Applicant

(To be provided on Letter Head)

| | |
|-----|--|
| 1.1 | Title of Project: Request for Proposal for Selection of Consultant for Conceptualization, Design and Fabrication of UT Ladakh Tableaux 2022 |
| 1.2 | State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium Note: In case of consortium, the consortium agreement shall be provided as provided |
| 1.3 | State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address: Note: The Applicant should provide documentary evidence. |
| 1.4 | If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms including sub consultants: |

| | |
|--|---|
| | <p>(i) Name of Firm:</p> <p>(ii) Legal Status and country of incorporation</p> <p>(iii) Registered address and principal place of business.</p> <p>Note: In case of consortium, all members of consortium should provide documentary evidence.</p> |
| | <p>(Signature, name and designation of the authorised signatory)</p> <p>For and on behalf of</p> |

APPENDIX-I

Form-3 - Deleted

APPENDIX-I

Form-4 -Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for Preparation of Project, proposed to be developed by the (the “**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.*

- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-I

Form-4A -Format for Power of Attorney For Lead Member Of Consortium

Whereas the ("the Authority") has invited Bids from interested parties for the Project (the "Project").

Whereas,,,and (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,having our registered office at, and having our registered office at, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Contract is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For.....

For.....

(Signature)

.....

(Name & Title)

For.....

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

(Signature)

.....

(Name & Title)

For.....

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX-I

Form-5 Financial Capacity of the Applicant

| S. No. | Financial Year | Annual Revenue (Rs. Cr.) |
|--------|----------------|-----------------------------|
| 1. | | |
| 2. | | |
| 3. | | |

Certificate from the Statutory Auditor^{\$}

This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

^{\$} In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

APPENDIX-I

Form-6 - Proposed Methodology, Work Plan and Presentation

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages)

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than three pages)

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence and locations of important activities and provide a quality assurance plan for carrying out the Consultancy Services.

3. Presentation

The Applicant will submit a presentation which shall include Photographs/Videos/Graphics of the Tableaux designs prepared in the past.

APPENDIX-I

Form-7 - Abstract of Eligible Assignments of the Applicant

| S.No | Name of Project | Name of Client | Key Activities performed related to Project |
|------|-----------------|----------------|---|
| (1) | (2) | (3) | (4) |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |

- The Applicant should provide details of only those projects that have been undertaken by it under its own name.
- Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

APPENDIX-I

Form-8 - Experience of the Applicant for Technical Evaluation

(Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.)

| | | |
|--|----------------------------------|---|
| Assignment Name: | | Country: |
| Location within Country: | | Professional Staff Provided by Your Firm/entity (Profiles): |
| Name of Client: | | No. of Staff: |
| Address: | | Duration of Assignment: |
| Start Date (Month/Year): | Completion Date (Month/Year): | Approx. Value of Services (In Rs./ US\$): |
| Name of Associated Bidder, if any: | | |
| Name of Staff involved and functions performed: | | |
| Narrative Description of Project: | | |
| Description of Actual Services Provided by Your Staff: | | |

Note: Work order / Work completion certificate / Agreement/ Satisfactory Certificate / Reference Letter shall be submitted along with the reference.

APPENDIX-I

Form-9 - Particulars of Key Personnel

| S. No. | Key Personnel Position | Name | Educational Qualification | Length of Professional Experience | Present Employment | | Eligible Assignments |
|-----------|------------------------------|------|------------------------------|---|-----------------------|-------------------|-------------------------|
| | | | | | Name of Firm | Employed Since | |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) |
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| 5. | | | | | | | |
| 6. | | | | | | | |

APPENDIX-I

Form-10 - Curriculum Vitae (CV) /Profile of Key Personnel

| | | | | |
|--|---------------|----|---------|---------------|
| Photo of the Expert | Name | | | |
| | Position | | | |
| | Date of Birth | | | |
| | Education | | | |
| Employment Record | From | To | Company | Position Held |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total Years of Experience | | | | |
| Years of Experience Relevant to the proposed role | | | | |
| Brief Profile | | | | |
| Languages | | | | |
| Work Undertaken that Best Illustrates Capability to Handle the Task Assigned | | | | |
| Name of assignment of project: Year- From: To: Location: Client: Main project features: Positions held: Activities performed: | | | | |
| Certification I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged. Additionally, I also certify that I shall be available for the entire duration of the contract. Signature of staff member Date: | | | | |

APPENDIX-I

Form-11 Deleted

APPENDIX-I

FORMAT FOR JOINT BIDDING AGREEMENT

(To be executed on Stamp paper)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20....

AMONGST

1. Limited, a company incorporated under the Companies Act, 2013 and having its registered office at (hereinafter referred to as the “First Party” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Limited, a company incorporated under the Companies Act, 2013 and having its registered office at (hereinafter referred to as the “Second Party” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 2013 and having its registered office at (hereinafter referred to as the “Third Party” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above-mentioned parties of the FIRST, SECOND AND THIRD PARTY are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

(A) [Name of Authority], represented by its [xxx] and having its principal offices at [Address], INDIA (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bids”) by its Request for Proposal No. dated (the “RFP”) for “Selection of Consultant to(Project name)”

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP, and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

4. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- i. require any consent or approval not already obtained;
- ii. violate any Applicable Law presently in effect and having applicability to it;
- iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
- iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c. This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d. There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

5. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the execution of the Project is achieved under and in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not qualified or upon return of the Bid Security by the Authority to the Applicant, as the case may be.

6. Miscellaneous

6.1 This Joint Bidding Agreement shall be governed by laws of India.

6.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Transaction Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

| | |
|------------------------------|------------------------------|
| SIGNED, SEALED AND DELIVERED | SIGNED, SEALED AND DELIVERED |
| For and on behalf of | For and on behalf of |
| LEAD MEMBER by: | LEAD MEMBER by: |
| (Signature) | (Signature) |
| (Name) | (Name) |
| (Designation) | (Designation) |
| (Address) | (Address) |
| SIGNED, SEALED AND DELIVERED | SIGNED, SEALED AND DELIVERED |
| For and on behalf of | For and on behalf of |
| LEAD MEMBER by: | LEAD MEMBER by: |
| (Signature) | (Signature) |
| (Name) | (Name) |
| (Designation) | (Designation) |

| | |
|---------------------------------|-----------|
| (Address) | (Address) |
| In the presence of: 1. 2. | |

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX-II

**FINANCIAL PROPOSAL
Form-1 Covering Letter**

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Dear Sir,

Subject: Request for Proposal for Selection of Consultant for Conceptualization, Design and Fabrication of UT Ladakh Tableaux 2021

We undersigned, offer to provide services for ".....(name of project) in accordance with RFP dated xx/xx/xxxx and our Technical Bid. Our attached financial bid is lump sum of INR _____[Insert amount(s) in words and figures] exclusive of GST INR _____[Insert amount(s) in words and figures] and any other applicable taxes.

The total cost for the services shall be INR _____[Insert amount(s) in words and figures].

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

APPENDIX-II

Form-2

Estimate of Costs

| Sno | Item | Cost |
|-----|--|------|
| 1 | Conceptualization and Design | |
| | (Details of Sub components) | |
| | (Details of Sub components) | |
| | (Details of Sub components) | |
| 2 | Fabrication: | |
| | (Details of Sub components) | |
| | (Details of Sub components) | |
| | (Details of Sub components) | |
| 3 | Installation of Media props/Components: | |
| | (Details of Sub components) | |
| | (Details of Sub components) | |
| | (Details of Sub components) | |
| 4 | Demo and final presentation/display: | |
| | (Details of Sub components) | |
| | (Details of Sub components) | |
| | (Details of Sub components) | |
| | (Details of Sub components) | |
| 5 | Others (PI specify in details) | |
| | (Details of Sub components) | |
| | (Details of Sub components) | |
| | (Details of Sub components) | |
| | Total Cost | |

APPENDIX-III

Bank Guarantee for Performance Security

To

[Authority]

.....

In consideration of acting on behalf of the [.....] (hereinafter referred as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the “**Consultant**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the “**Agreement**”) the assignment for consultancy services in respect of the Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the “**Bank**”) at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

3. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be

required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. Lakh (Rupees Lakh) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [..... (indicate the date falling 365 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated theday of, 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) *The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.*
- (ii) *The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.*

