



THE ADMINISTRATION OF
UNION TERRITORY OF LADAKH

RFP for

**Selection of an Agency for the Conceptualization,
Design and Fabrication of the Tableaux of UT
Ladakh at Republic Day Parade 2025**

**E-Bid Reference: UT Ladakh/Tableaux
E-Tender Portal: <https://tenders.ladakh.gov.in>
November 2024**

Issuing Authority:

Deputy Secretary/ Member Secretary – UT Ladakh Tableaux Committee
Ladakh Academy of Art, Culture & Languages, UT Ladakh

Tel. 9419199910

Email: ladakhculturecentre11@gmail.com; culture-kgl@ladakh.gov.in

NOTICE INVITING TENDER

(Selection of an Agency for the Conceptualization, Design and Fabrication of the Tableaux of UT Ladakh at Republic Day Parade 2025)

The Deputy Secretary, Ladakh Academy of Art, Culture & Languages, UT Ladakh invites e-bids for the 'Selection of an Agency for the Conceptualization, Design and Fabrication of the Tableaux of UT Ladakh at Republic Day Parade 2025.'

The details of submission of e-Bids are available in the RFP document available at the e-tender portal <https://tenders.ladakh.gov.in>. The Client reserves the right to cancel any or all the e-Bids or annul the bidding process without assigning any reason thereof.

Issuing Authority:

Deputy Secretary/ Member Secretary – UT Ladakh Tableaux Committee

Ladakh Academy of Art, Culture & Languages, UT Ladakh

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DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Deputy Secretary/ Member Secretary – UT Ladakh Tableaux Committee (herein after referred as Client) or any of their employees or advisors, is provided to Bidder(s) 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 not an agreement and is neither an offer nor invitation by the Client to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this RFP (the "Proposal").

This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees or advisors to consider the investment objectives, financial situation 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 Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) 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 Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The Client, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability 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 Bid Stage.

The Client also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Client is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Assignment and the Client reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

The Bidder 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 Client, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will be borne by the bidder. The Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

INSTRUCTIONS FOR E-TENDERING

The bidding process for this RFP will be completed online through e-Tender portal. The RFP document can be downloaded free of cost from the e-Tender portal.

The bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-Tendering system using the User Login option on the home page with the Login Id and Password with which he/she has registered.

For successful registration of DSC on e-Procurement portal <https://tenders.ladakh.gov.in> the bidder must ensure that he/she should possess Class-2/Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <https://tenders.ladakh.gov.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise even before e-Bid submission date starts.

The Bidder shall be required to use own Digital Signature while uploading its Bid. The Bidder shall be required to upload the Bid using its Digital Signature only. Failure to comply or usage of Digital signature of other firm shall be liable for rejection of the Bid.

The Bidders must upload all the required documents electronically in the PDF format except for the Financial Proposal Submission Form (BOQ) which will be electronically uploaded on the prescribed .XLS format only on e-Tender portal.

It is suggested that the PDF Files should be made in grayscale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Tender portal <https://tenders.ladakh.gov.in>. The required electronic documents for each document label of Technical (Fee details, Annexure, etc.) schedules/packets can be clubbed together to make single different files for each label. The size of single label file should not exceed 20-25 MB size.

Along with uploading the e-bids online, the demand draft for the Cost of RFP and the EMD must be submitted in original (hard copy) in a separate envelop on or before the day of technical bid opening at the address given below. The demand drafts should be drawn in favour of “**Special Officer for Culture-G1/Deputy Secretary, Ladakh Academy of Art, Culture & Languages**” and payable at “**Ladakh**”.

Deputy Secretary/ Member Secretary – UT Ladakh Tableaux Committee

Ladakh Academy of Art, Culture & Languages, UT Ladakh

Tel. 9419199910

E: ladakhculturecentre11@gmail.com; culture-kgl@ladakh.gov.in

SECTION 1: SCHEDULE OF BIDDING PROCESS

The Client would endeavour to adhere to the following schedule during the bidding process:

S. No.	Description	Date
1.	Date of Publication of e-Tender Notice and e-Tender document on e-Tender Portal https://tenders.ladakh.gov.in	13 November 2024
2.	Receipt of pre-bid queries	Until 17 November 2024, 11:00 AM
3.	Pre-bid Meeting	17 November 2024, 11:00 AM Meeting Link: XX
4.	Issue of Corrigendum, if any	17 November 2024
5.	Bid Submission Start Date	13 November 2024
6.	Proposal Due Date (Tender Closed Date)	21 November 2024, 02:00 PM
7.	Opening of Technical e-Bids	21 November 2024, 03:00 PM
8.	Technical Presentation	22 November 2024, 11:00 AM Virtual meeting link to be shared with qualified bidders
9.	Financial Bid Opening	23 November 2024,
10.	Cost of RFP Document (The scanned copy of the demand draft must be enclosed in the technical proposal and the original needs to be submitted in a separate envelop on or before the day of technical bid opening)	Rs. 5,000/- in form of demand draft in favour of "Special Officer for Culture-G1/Deputy Secretary, Ladakh Academy of Art, Culture & Languages", and payable at "Ladakh" (The bidder may also enclose the copy of courier slip in the technical bid to establish timely dispatch of the demand drafts)
11.	EMD (The scanned copy of the demand draft must be enclosed in the technical proposal and the original needs to be submitted in a separate envelop on or before the day of technical bid opening)	Rs. 1,00,000/- in form of demand draft in favour of "Special Officer for Culture-G1/Deputy Secretary, Ladakh Academy of Art, Culture & Languages", and payable at "Ladakh" (The bidder may also enclose the copy of courier slip in the technical bid to establish timely dispatch of the demand drafts)

Note: Exemption for the Cost of RFP and EMD is not allowed for MSME/ NSIC registered entity. Pre-bid queries should be submitted at ladakhculturecentre11@gmail.com

The place of opening of e-bids:

Deputy Secretary/ Member Secretary – UT Ladakh Tableaux Committee
Ladakh Academy of Art, Culture & Languages, UT Ladakh

SECTION 2: TERMS OF REFERENCE

Post abrogation of Article 370 and Article 35A in the erstwhile state of Jammu & Kashmir, in terms of Jammu and Kashmir Re-organization Act 2019, Ladakh was formed as Union Territory, separate from the rest of Jammu and Kashmir with effect from 31 October 2019.

The UT Ladakh Administration is going to represent the UT Ladakh Tableaux at the National level during the Republic Day Parade, 2025. In this regard, the Client intends to Select of an Agency for the Conceptualization, Design and Fabrication of the Tableaux of UT Ladakh at Republic Day Parade 2025, on the theme “**Ladakh’s Ethnic Mosaic and Progress Post UT Status**” under the umbrella theme of “**Swarnim Bharat: Virasat aur Vikas**”.

The overall theme of the tableaux for UT Ladakh is based on the following narrative:

Introduction:

The Union Territory of Ladakh takes great pride in unveiling its Republic Day tableau for the year 2025 in the capital city of New Delhi. This display is a colorful testament to the cultural mosaic formed by Ladakh's six major tribes: the Ladakhi, Purigi, Balti, Sheena, Brokpa, and Changpa. The tableau is a celebration of the enduring cultural practices and the indomitable spirit of Ladakh, while also spotlighting the region's journey towards sustainable growth since its transition to a Union Territory. In showcasing the rich cultural legacy of these tribes, we also cast a light on Ladakh's dedication to sustainable development and progress, highlighting key milestones achieved since the region's new political status.

Front Section	Middle Section	Back Section
Ladakhi and Balti Tribes	Purgi and Sheena Tribes	Brokpa and Changpa Tribes
The tableau's front section is graced by representations of the Ladakhi and Balti tribes, standing tall at an impressive 4.27 meters (14 feet), arrayed in their distinctive traditional costumes.	The tableau's central section honors the Purgi and Sheena tribes, celebrating their unique traditions and rich artistic heritage. This segment also underscores Ladakh's notable advancements in sustainability: <ul style="list-style-type: none"> ▪ Carbon Neutrality Endeavors: Ladakh's vision to achieve carbon neutrality, as announced by the Hon'ble Prime Minister. ▪ E-Vehicle Policy: Incentives ranging from 20-50% for electric vehicles to encourage eco-friendly transport. ▪ Solar Energy Initiatives: 	The tableau's rear section is a celebration of the Brokpa and Changpa tribes, highlighting their nomadic heritage and sustainable practices in the high-altitude regions of Ladakh.

	<p>Significant solar projects like the 10 GW facility in Pang and the 50 MW plant in Phyang, boosting renewable energy capacity.</p> <ul style="list-style-type: none"> ▪ Village Solar Power: More than 242 villages benefit from solar installations totaling 1.10 MW, fostering energy independence. ▪ Geo-Thermal Energy: ONGC's pioneering 1 MW project at Puga, Changthang, setting a precedent for sustainable energy. ▪ Solar Water Heating: Over 15,017 households equipped with solar water heaters, reducing carbon emissions by 18 kilotons annually. ▪ Advanced Agricultural Techniques: Polycarbonate greenhouses and solar-powered irrigation systems supporting year-round farming and water conservation. ▪ Dark Sky Sanctuary: India's inaugural reserve dedicated to wildlife conservation and astronomical tourism. ▪ Home Stay Initiative: Over 1,253 homestay owners supported, enhancing local tourism. ▪ Monastic way of life. ▪ Suru Valley. The best tourism 25 place in the world declared by Net Geo. ▪ Ladakh Fairs & Festivals: The world's highest 	
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	runway event at 19,024 ft., highlighting the enchanting appeal of Ladakh.	
<p>Ladakhi Tribe Visual Features:</p> <ul style="list-style-type: none"> ▪ Women adorned with "Perak" headgear, embellished with turquoise and coral, exemplifying Ladakh's exquisite craftsmanship. ▪ Artists in brightly colored traditional Ladakhi attire, wielding age-old musical instruments. ▪ A backdrop of Ladakhi homes with prayer flags dancing in the Himalayan breeze, symbolizing serenity and tenacity. <p>Balti Tribe Visual Features:</p> <ul style="list-style-type: none"> ▪ Artists draped in woolen robes and intricate jewelry, showcasing the fine artisanship of the Balti people. ▪ Musicians playing traditional Balti instruments like the daman and surnai. ▪ Depictions of Balti dwellings with detailed 	<p>Purig Tribe Visual Features:</p> <ul style="list-style-type: none"> ▪ Purig attire featuring woolen robes and vibrant headscarves. ▪ Displays of pottery and weaving alongside artists performing Purig folk dances. <p>Sheena Tribe Visual Features:</p> <ul style="list-style-type: none"> ▪ Embroidered caps and shawls that signify the Sheena identity. ▪ Sheena folk dances, characterized by their rhythmic elegance, performed by artists in traditional dress. 	<p>Brokpa Tribe Visual Features:</p> <ul style="list-style-type: none"> ▪ Artists donning traditional floral headgear, emblematic of Brokpa culture. ▪ Depictions of village life by the Indus River, with stone homes and communal dances. <p>Changpa Tribe Visual Features:</p> <ul style="list-style-type: none"> ▪ A portrayal of Changpa nomadic life, with Rebo tents and herds of Pashmina goats and yaks. ▪ Artisans displaying Changpa crafts, such as Pashmina shawls, and performing traditional music.

<p>woodwork and verdant apricot groves, capturing the essence of Balti life.</p>		
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Additional Highlights:

“Monastic Life and Development in Ladakh”

The tableau also pays tribute to Ladakh's monastic traditions and development initiatives:

1. **Spiritual Significance:** Monasteries as hubs for spiritual enrichment, meditation, and the preservation of Buddhist teachings.
2. **Monastic Festivals:** Celebrations like Hemis and Thiksey showcasing Ladakh's cultural and spiritual heritage.
3. **Community Contributions:** Monasteries providing educational, healthcare, and communal support.
4. **Architectural Heritage:** Monasteries featuring stupas, murals, and prayer wheels, blending spiritual and artistic traditions.
5. **Sustainable Practices:** Monasteries exemplifying eco-friendly practices through traditional farming and water conservation.
6. **Commitment to Tribal Welfare:** The Government of India, Union Territory of Ladakh, and the Ladakh Autonomous Hill Development Councils (LAHDCs) are committed to enhancing the well-being of Ladakh's tribes. The tableau highlights initiatives in education like programs to improve literacy and opportunities for tribal youth, enhancing healthcare access in remote tribal regions, and economic empowerment by promoting traditional crafts and sustainable tourism.

Conclusion:

The Republic Day tableau 2025 of the Union Territory of Ladakh is a dynamic homage to the diversity and fortitude of Ladakh's tribes, celebrating their cultural legacy and developmental strides. This tableau affirms Ladakh's pledge to a sustainable future, harmonizing cultural preservation with modern advancements. In line with the Hon'ble Prime Minister's vision of a carbon-neutral Ladakh, the tableau embodies the theme of "Ladakh's Ethnic Mosaic and Progress Post Union Territory Status," serving as a testament to Ladakh's dedication to a balanced and flourishing future where heritage and innovation coexist.

The objective of this endeavour is to create a compelling and captivating tableau that resonates with Ladakh's identity, composite culture and development post UT status. The focus is on ensuring the use of materials that meet international benchmarks and adhere to the norms. The tableaux of Union Territory of Ladakh shall also depict the composite culture of Ladakh and its village life 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.

Broad Brief

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 tableaux 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 tableaux. 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 tableaux. 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 tableaux will be used as part of the theme. Camouflaging the tractor should be in harmony with the main theme of the tableaux. There should be gap of about 6-7 feet between the tractor and the trailer and/ or between two trailers for turning or manoeuvring.
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 bidders may take into account the following approximate dimension of the trailers and tractors, which will be supplied to them for the fabrication of the tableaux. Specifications of the trailer are: - Length 24'-8", Width 8'-0" and Height 4'-2" approx. 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.

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

1. **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.
2. **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.
3. **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.
4. **Demo and Final Presentation:** The job will also involve actual presentation and display of the tableaux 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

The Agency must develop the design concept keeping in mind abovementioned theme. **The Agency must produce in the technical presentation at least 3 design concepts for the tableaux of UT Ladakh.**

Note: Preference will be given to artists belonging to UT Ladakh as per the minutes of meeting to deliberate improvement of tableaux quality of States / UTs for RD 2025, issued by Ministry of Defence Govt of India vide no. 1(III)/1/2024/D(Cer) dated 24 April 2024

Note: As per guidelines issued by the Ministry of Defence, Government of India, and the same also endorsed by the Administration of Union Territory of Ladakh, the Agency/ Designer/ Fabricator/ Artists to ensure that they will not be involved in fabrication of more than two tableaux including their current proposal in order to maintain the quality and avoid monotony in look/ design of the tableaux. If any Agency/ Designer/ Fabricator/ Artists is found to be involved in fabrication of more than two tableaux, the agreement automatically stands cancelled, and the Agency/ Designer/ Fabricator/ Artists shall need to pay penalty of the fully cost of the RFP and shall need to face consequence as per the applicable law.

In addition to the above scope of work, the Agency will be responsible for any task aligned to the conceptualization, design and fabrication of the tableaux of UT Ladakh at Republic Day Parade 2025, which comes under the ambit of the listed scope of work.

Note:

1. The applicants must quote in the 'financial bid' (BOQ, to be uploaded separately in .XLS file) the total cost of conceptualization, design and fabrication of the tableaux of UT Ladakh at Republic Day Parade 2025, with all its elements as defined in the scope of work.
2. Any direct and indirect cost related to the scope of work must also be included in this quote.
3. The financial quote must be inclusive of GST.

SECTION 3: INSTRUCTIONS TO BIDDERS

A. GENERAL

Scope of Proposal

- Detailed description of the objectives, scope of services and other requirements relating to services are specified in this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- Bidders are advised that the Selection of an Agency for the Conceptualization, Design and Fabrication of the Tableaux of UT Ladakh at Republic Day Parade 2025 shall be on the basis of an evaluation by the Client, through the Selection Process specified in this RFP. Bidders 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 Client decisions are without any right of appeal whatsoever.
- The Bidder shall submit its Proposal in the form and manner specified in this 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 Bidder shall be required to enter into an agreement with the Client.

Conditions of Eligibility of Bidders

- Bidders must read carefully the conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.
- To be eligible for evaluation of its Proposal, the Bidder shall fulfil the Minimum Eligibility Criteria.
- The Applicant should submit a Power of Attorney, as per the format. However, in case the Proposal is signed by an authorized signatory on behalf of the bidder, a copy of appropriate resolution certified by Company Secretary conveying such authority may be enclosed in lieu of the power of Attorney.
- Any entity which has been barred by the Central/State Government in India or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.

Intellectual Property Rights

- The Client shall remain the owner of all the content conceptualized, created and implemented by the selected agency under this RFP. All intellectual property rights in the content whether in tangible or intangible form shall belong to the Client and the selected agency has no right to assign, license, sell, or use any content conceptualized, created and implemented under this RFP and/or accompanying Master Service Agreement to any third party under any circumstances. All the content conceptualized, created and implemented by the selected agency whether in tangible or intangible form shall bear relevant copyright notices in the name of the Client.
- The Selected Agency shall insure itself against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the press clippings, photographs, A/V material or any part thereof in India or abroad.
- In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of any material or any part

thereof, the Selected Agency shall act expeditiously to extinguish such claim. If the Selected Agency fails to comply and the Client is required to compensate a third party resulting from such infringement, the Selected Agency shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Selected Agency shall provide the Client with a notice of such a claim, if made, without delay.

Conflict of Interest

The selected Bidder shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Bidder and its affiliates shall not engage in similar activities that conflict with the interest of the Client under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services under the ongoing contract. It should be the requirement of the contract that the Bidder should provide professional, objective and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Bidder shall not be hired for any assignment that would be in conflict with their prior or current obligations to the Client, or that may place them in a position of being unable to carry out the assignment in the best interest of the Client. Without limitation on the generality of the foregoing, Bidder shall not be hired, under the circumstances set forth below:

- (i) **Conflict between assigned works and services:** A Bidder that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing services related to those goods, works or services. Conversely, a Bidder concern hired to provide services for the said event and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
- (ii) **Conflict among assignments:** Neither Bidder (including their personnel and) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service Providers.
- (iii) **Relationship with Employer's staff:** Bidder (including their personnel and sub-vendors) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of bidder's work.

Fraud and Corrupt Practices

- The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the entire project duration. Notwithstanding anything to the contrary contained herein, or in the LOA, The Client may reject a Bid, withdraw the LOA, or terminate the association with the Selected Bidder, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the

Bidder, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Client shall be entitled to forfeit and appropriate Performance Security, as Damages, without prejudice to any other right or remedy that may be available to the Client under the Bidding Documents and/ or the LOA, or otherwise.

- Without prejudice to the rights of the Client herein above and the rights and remedies which the Client may have under the LOA, or otherwise if a Bidder, is found by the Client 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 Bidding Process, or after the issue of the LOA or the project duration, such Bidder shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Bidder, 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 practices, as the case may be.
- The following terms shall have the meaning hereinafter respectively assigned to them:
 - (i) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning 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 Client, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or during the project duration, as the case may be, any person in respect of any matter relating to the Project or the LOA, who at any time has been or is a legal, financial or technical adviser of the Client in relation to any matter concerning the Project;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts, plagiarism or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - (iv) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- (v) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Unfair Competitive Advantage

Fairness and transparency in the selection process require that Bidders or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that end, the request for proposals and all information would be made available to all shortlisted bidders together.

Number of Proposals

A Bidder is eligible to submit only one proposal.

Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. The Client will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

Site Visit and Verification of Information

Applicants are encouraged to submit their respective Proposals after visiting 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.

Cost of RFP Document

The RFP Document can be downloaded free of cost from the e-Tender portal at <https://tenders.ladakh.gov.in>. However, an amount of **Rs 5,000/-** has to be paid in form of demand draft and the original (hard copy) needs to be submitted in a separate envelop on or before the day of technical bid opening. The demand drafts should be drawn in favour of “**Special Officer for Culture-G1/Deputy Secretary, Ladakh Academy of Art, Culture & Languages**”, and payable at “**Ladakh**”. **The scanned copy of the demand draft must be enclosed in the technical proposal.** No MSME exemption or any other form of exemption is permitted for the Cost of RFP.

Earnest Money Deposit (EMD)

The Bidder shall furnish as part of its Proposal, an **EMD of Rs. 1,00,000/-** to be paid in form of demand draft and the original (hard copy) needs to be submitted in a separate envelop on or before the day of technical bid opening. The demand drafts should be drawn in favour of “**Special Officer for Culture-G1/Deputy Secretary, Ladakh Academy of Art, Culture & Languages**”, and payable at “**Ladakh**”. No MSME exemption or any other form of exemption is permitted for the EMD.

- Proposals for which EMD is not received shall be rejected by the Client as non-responsive.
- The Client shall not be liable to pay any interest on the EMD and the same shall be interest free.

- EMD shall be returned to the unsuccessful Bidders within a period of one month from the date of issue of Work Order to the Successful Bidder. EMD submitted by the Successful Bidder shall be returned one week post the submission of Performance Security.
- The Bidder, by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Client's any other right or remedy hereunder or in law or otherwise, the EMD shall be forfeited and appropriated by the Client under the following conditions:
 - (i) If a Bidder engages in any of the Prohibited Practices; or
 - (ii) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time; or
 - (iii) If the Selected Bidder fails to clarify or reconfirm its commitments as required; or
 - (iv) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement; or
 - (v) If the Bidder is found to have a Conflict of Interest.

Consortiums

No Consortiums shall be allowed for this project.

Acknowledgement by Applicant

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

- (i) made a complete and careful examination of the RFP;
- (ii) acknowledged that it does not have a Conflict of Interest; and
- (iii) agreed to be bound by the undertaking provided by it under and in terms hereof.

Right to Reject any or all Proposals

- Notwithstanding anything contained in this RFP, the Client 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.
- The Client reserves the right to reject any Proposal if:
 - a) at any time, a material misrepresentation is made or uncovered, or
 - b) the Bidder does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
- Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification/rejection occur after the Proposals have been opened and the highest-ranking Bidder gets disqualified/rejected, then the Client reserves the right to consider the next best Bidder, or any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

B. DOCUMENTS

Contents of the RFP

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

INSTRUCTIONS FOR E-TENDERING

SECTION 1: SCHEDULE OF BIDDING PROCESS

SECTION 2: TERMS OF REFERENCE

SECTION 3: INSTRUCTIONS TO BIDDERS

SECTION 4: BIDDERS ELIGIBILITY AND EVALUATION CRITERIA

Appendices

Appendix I: Technical Proposal

Form 1: Letter of Proposal

Form 2: Particulars of the Bidder

Form 3: Financial Capacity of the Bidder

Form 4: Experience of the bidder as per various conditions mentioned in

Section 4

Form 5: Approach, Methodology and Work Plan

APPENDIX II: FINANCIAL PROPOSAL SUBMISSION FORM (BOQ)

Appendix III

Form 1: Draft Agreement

Form 2: Form of bank guarantee for Performance Security

Form-3: Format for Power of Attorney for signing of proposal

Clarifications from Bidders

- Bidders requiring any clarification on the RFP may send their queries to the Client in writing (by e-mail only) before the date mentioned in the Schedule of Selection Process at Section I.
- Pre-Bid Meeting shall be convened virtually on the designated date and time as specified in the Schedule of Bidding process. During the course of the Pre-Bid meeting, the bidder(s) will be free to seek clarifications and make suggestions for consideration of the Client.
- The Client reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Client to respond to any question or to provide any clarification.

Amendment / Modification of RFP

- At any time prior to the deadline for submission of Proposal, the Client may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder, modify the RFP document by the issuance of Modified RFP/ Addendum/ Amendment/ Corrigendum through posting it only on e-Tender portal.
- All such amendments/modified RFP will be posted only on the e-Tender Portal and shall not be published in any newspaper and will be binding on all Bidders.
- In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Client may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

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.

Format and Signing of E-Bids

The Bidder shall provide all the information as per this RFP Document. The Client would evaluate only those Proposals that are received in the required format and are complete in all respect. The Bidder shall prepare the electronic copy for the e-Bids (in pdf format) and upload the e-Bids on e-Tender Portal <https://tenders.ladakh.gov.in> through the bidder’s Digital Signature Certificate (DSC). Each Proposal shall comprise the following:

Technical Proposal

- Scanned copy of the demand draft for Cost of RFP Document.
- Scanned copy of the demand draft for Earnest Money Deposit.
- Letter of Proposal in the format.
- Details of the Bidder in the format. The Bidder has to declare the Company profile such as Memorandum & article of Association of the company, etc. The documents to be submitted should also include the following:
 - a) Self-attested copy of Registration.
 - b) Self-attested copy of PAN card.
 - c) Self-attested copy of the GSTIN Number
 - d) Self-attested copy of company profile along with the list of prominent clients.
 - e) A Statutory auditor/ Chartered Accountant certificate specifying the average annual turnover of INR 1 Crore for the last three financial years (i.e. 2021-22, 2022-23 and 2023-24) in the format.
 - f) Power of Attorney as per the format, authorizing the signatory of the Proposal to commit the Bidder.
 - g) Other details comprising:
 - Project data Sheets in the format with supporting proof. Separate form should be provided for each project.
 - Technical Presentation in the format.
- Financial Proposal
Financial Proposal will be uploaded on the e-tendering website and marked as Part II Submission.

Each page of the technical e-Bid shall be numbered and signed by an authorized signatory of the Bidder holding the Power of Attorney (the “Authorized Representative”). A copy of the Power of Attorney certified under the hands of a director of the Bidder or a notary public on the specified form shall accompany the Proposal.

Submission of e-Bids

- The Bidders should submit their bids online only in the Submission module of e-Tender Portal <https://tenders.ladakh.gov.in>. The Bids shall be submitted only from the Bid Submission Start Date till the Bid Submission End Date and time given in the e-Tender Portal <https://tenders.ladakh.gov.in>. Therefore, Bidders are advised to submit the e-Bids well advance in time.
- All proposals and accompanying documentation will become the property of the Client and will not be returned. The bidders should submit their e-Bid considering the Server time displayed on the e-Tender Portal <https://tenders.ladakh.gov.in>. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission of e-Bids indicated in the e-tender schedule.
- Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. The bidders shall only be held responsible for any delay and whatsoever reason in non-submission of e-Bid.
- The procedure for submission of e-Bids by the bidders on e-Tender Portal <https://tenders.ladakh.gov.in> is already available on the Portal and has also been explained in the RFP above under Instructions for e Tendering.
- It shall be deemed that prior to the submission of the Proposal, the Bidder has:
 - a) Made a complete and careful examination of terms and conditions/ requirements, and other information as set forth in this RFP Document;
 - b) Received all such relevant information as it has requested from the Client, and;
 - c) Made a complete and careful examination of the various aspects of the Project.

The Client shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

Late Bids

The server time indicated in the Bid Management window on the e-Tender portal <https://tenders.ladakh.gov.in> will be the time by which the e-Bids submission activity will be allowed till the permissible date and time scheduled in the e-Tender. Once the e-Bids submission date and time is over, the Bidder cannot submit his/her Bid. Bidder has to start the e-Bid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/her e-Bid is not submitted in time due to any reasons.

Withdrawal and Resubmission of e-bids

- At any point of time, a Bidder can withdraw his/her e-Bids submitted online before the e-Bids submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <https://tenders.ladakh.gov.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to

click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

- The Bidder can resubmit his/ her e-Bid as and when required till the Bid submission end date and time. The new one bid will replace the e-Bids submitted earlier. The payment made by the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of the revised e-Bids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the e-Tender procurement portal <https://tenders.ladakh.gov.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents by following the methodology provided.
- The Bidders can submit their revised Bids as many times as possible by uploading their e-Bids documents within the scheduled date & time for submission of e-Bids.
- No e-Bids can be resubmitted subsequently after the deadline for submission of e-Bids.
- The Client may, in exceptional circumstances, and at its sole discretion, extend the above Proposal Due Date by issuing an Addendum.

Receipt and Opening of e-Bids

- Bidders are advised to submit their e-Bids in 'Two-Bid' system with Technical and Financial bids separately on e-Tender portal. Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on e-Tender portal, the Technical Proposals will be opened at the date, time and venue mentioned in Schedule of Bidding Process in Section 1 of this RFP.
- The Client will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend the Bid Opening, at date, time and venue mentioned in Schedule of Bidding Process in Section 1 of this RFP. The bidder's representatives who are present shall record their attendance on the attendance sheet. In the event of the specified date of e-Bid opening being declared a holiday for the Client, the e-Bids shall be opened at the appointed time and place on the next working day.
- The bidder's names & the presence and other details as the Client at its discretion may consider appropriate, will be announced at the opening of the e-Bids. The names of such bidders not meeting the qualification requirement shall be notified subsequently.
- After evaluation of technical e-Bids, the Client shall notify those bidders whose e-Bids were considered non-responsive to the Conditions as mentioned in this RFP Document and not meeting the Qualification Requirements indicating that they did not technically qualify for this project. The Client will simultaneously notify on the e-Tender portal <https://tenders.ladakh.gov.in>, whose technical e-Bids were considered

acceptable and have been shortlisted for the presentation and opening of their financial e-Bids.

- The Client reserves the right to reject any Proposal not submitted on time and which does not contain the information/documents as set out in this RFP Document.
- To facilitate evaluation of Proposals, the Client may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

Technical Proposal

- Bidders shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”).
- While submitting the Technical Proposal, the Bidder shall, in particular, ensure that all necessary documents fulfilling the eligibility criteria, duly signed by the authorized signatory have been submitted.
- Failure to comply with the requirements shall make the Proposal liable to be rejected.
- The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- The Client reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Failure of the Client to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Client there under.
- 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 Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Agency either by issue of the LOA or entering into of the Agreement, and if the Bidder 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 Client without the Client being liable in any manner whatsoever to the Applicant or the Agency, as the case may be. In such an event, the Client shall forfeit and appropriate the EMD as mutually agreed pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, without any other right or remedy that may be available to the Client.

Financial Proposal

- Bidders shall submit the financial proposal in a separate excel sheet of Commercial bid format has also been published along with the RFP as per format at Appendix-II (the “**Financial Proposal**”) clearly indicating the total lump-sum cost of the services in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- While submitting the Financial Proposal, the Bidder shall ensure the following:
 - a) All the costs associated with the assignment shall be included in the Financial Proposal, unless specified otherwise. The total amount indicated in the Financial Proposal shall be without any condition 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.

- b) The Financial Proposal shall take into account all expenses inclusive of GST as per applicable laws.
- c) Costs shall be expressed in INR.
- The Financial proposal shall be firm throughout the period of performance of the assignment up to and discharge of all obligations of the Selected Agency under the Agreement.

Proposal Due Date

Proposal should be submitted within the Proposal Due Date Specified at Section I in the manner and form as detailed in this RFP. The Client may, in its sole discretion, extend the Proposal Due Date by issuing a Corrigendum.

Proposal validity

The Proposal shall remain valid for a period of 180 days from the Proposal Due Date (Proposal Validity Period). The Client reserves the right to reject any Proposal, which does not meet this requirement.

Late Proposals

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

Modification/ substitution/ withdrawal of Proposals

No Proposal shall be modified, substituted, or withdrawn by the Bidder after bid submission end date and time as mentioned in Section I.

D. EVALUATION PROCESS

Evaluation of Proposals

- The Client shall open the Proposals on date, time and venue mentioned in Schedule of Bidding Process in Section 1 of this RFP or thereafter on the Proposal Due Date, and in the presence of the Bidders who choose to attend. The Technical Proposal shall be opened first. The Financial Proposal shall be opened at a later date, time and venue mentioned in Schedule of Bidding Process in Section 1 of this RFP.
- Evaluation of Technical Bids:
 - a) Constitution of Tender Evaluation Committee (TEC) - The evaluation of the e-Bids shall be carried out by Tender Evaluation Committee (TEC). The TEC will evaluate the tenders in two stages i.e. Technical & Financial.
 - b) The Technical presentation shall be done to the Tender Evaluation Committee (TEC).
 - c) Technical bids should be analysed and evaluated by the Tender Evaluation Committee (TEC). Technical bids in the following conditions will be summarily rejected as being non- responsive:
 - Technical Bids of those bidders, who do not meet the eligibility criteria.
 - Technical bids unsigned and incomplete, not responding to the TOR fully and properly and those with lesser validity than that prescribed in the RFP.

- Evaluation of Financial e-Bids
 - a) The financial e-Bids shall be opened by TEC of the bidders which score more than **70 marks** in the Technical Evaluation criteria. The Bids shall be opened in presence of representative of the technically qualified Bidders who chooses to attend. The names of the Bidders and the proposed prices shall be read and recorded when the financial proposals are opened.
 - b) The Bidders shall upload the Financials in the Commercial bid section of the e-Tender portal. It is mandatory to furnish the cost against all the particulars failing which the proposal shall be liable to be rejected. A separate excel sheet of Commercial bid format has also been published along with the RFP as per Appendix-II. The same is to be used to submitting commercial bid. Completely filled commercial bid in .XLS format shall have to be submitted on the e-Tender portal. Evaluation will be done on the basis of total cost (inclusive of GST) quoted by the bidder and not on item-wise cost.
 - c) If there are conditions attached to any financial e-Bids, which shall have bearing on the total cost, the Tender Evaluation Committee, will reject any such e-Bids as non-responsive financial proposal. However, if the TEC feels it necessary to seek clarifications on any financial proposals regarding Taxes, duties or any such matter, the TEC may do so by inviting responses in writing.

Negotiations

Normally, there would be no post RFP negotiations. In case of it is required, negotiations may be carried out in with the H1 Bidder in the interest of the project.

Award of Contract

In a particular case of selection, the bidder would be technically evaluated out of 100 marks. **Bids receiving 70 marks and above would qualify for Financial Evaluation and the weightage of the Technical Bids and Financial Bids as 80:20.** The Selected bidder shall be the first ranked bidder (having the highest combined score).

As an example, the following procedure can be followed. In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 60, 80 and 90 marks respectively. The minimum qualifying marks were 60. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal	Evaluated cost
A	Rs. 120
B	Rs. 100
C	Rs. 110

Using the formula $LEC \times 100/EC$, where LEC stands for Lowest Evaluated Cost and EC stands for Evaluated Cost, the committee gave them the following points for financial proposals:

$$A: 100 \times 100 / 120 = 83 \text{ points}$$

B: $100 \times 100 / 100 = 100$ points
C: $100 \times 100 / 110 = 91$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined Technical and Financial score as under:

Proposal A: $60 \times 0.80 + 83 \times 0.20 = 64.6$ points

Proposal B: $80 \times 0.80 + 100 \times 0.20 = 84$ points

Proposal C: $90 \times 0.80 + 91 \times 0.20 = 90.2$ points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 64.6 points, H3

Proposal B: 84 points, H2

Proposal C: 90.2 points, H1

Proposal C at the evaluated cost of Rs. 110 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

- Bidders are advised that Selection will be entirely at the discretion of the Client. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.
- Any information contained in the Proposal shall not in any way be construed as binding on the Client, its agents, successors or assigns, but shall be binding against the Bidder if the work is subsequently awarded to it.

Confidentiality

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

The Agency and its Personnel shall not, either during the term of contract or within two years after the expiration or termination of the Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Client to the Agency, and a Personnel of the Agency any information provided by or relating to the Client, its technology, technical processes, business affairs or finances or any information relating to the Client's employees, officers or other professionals or suppliers, customers, or contractors of the Client; and any other information which the Agency is under an obligation to keep confidential in relation to the assignment, the Services or the Agreement ("**Confidential Information**"), without the prior written consent of the Client.

Notwithstanding the aforesaid, the Agency, and its Personnel may disclose Confidential Information to the extent that such confidential Information:

- a) was in the public domain prior to its delivery to the Agency and its Personnel or becomes a part of the public knowledge from a source other than the Agency, and its Personnel.
- b) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that before any such disclosure, the Agency, shall give the Client, written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment.

Clarifications

- To facilitate evaluation of Proposals, the Client may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Client for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- If a Bidder does not provide clarifications sought within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Client may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Client.

E. APPOINTMENT OF THE AGENCY

Selected Bidder

The first ranked Bidder (the “**Selected Bidder**”) may, if necessary, be invited for clarifications and reconfirmation of commitments and its obligations under this RFP, methodology, execution plan and quality of the work plan.

Substitution of Team Members

The Client will not normally consider any request of the Selected Bidder for substitution of team member of the project execution team. Substitution, will, however be permitted if the team member 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 Client.

Indemnity

The Selected Bidder shall, subject to the provisions of the Agreement, indemnify the Client for any direct loss or damage that is caused due to any deficiency in services.

Award of Work

After selection, a Letter of Award (the “LOA”) shall be issued by the Client to the Selected Bidder and the Selected Bidder shall, within 3 (three) working days of the receipt of the LOA accept the same. In the event of non-receipt of acceptance of the LOA by the Selected Bidder by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, forfeit the EMD of such Applicant, and the next eligible Bidder may be considered.

Performance Security

Upon receipt of Letter of Award (LOA) from the Client, the successful Bidder shall at its own expense furnish the **Performance Security of an amount equal to 5% of the fee by way of Bank Guarantee** for the due performance of the Contract in the format of Performance Security Form within a fortnight from the date of signing of agreement. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the project satisfactorily. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of 06 (six) months, the Performance Bank Guarantee may be discharged/ returned by the Client upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.

Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within a fortnight from the date of issuance of LOA. The Selected Bidder shall not be entitled to seek any deviation in the Agreement. If the Selected Bidder fails to submit the Performance Security and fails to sign the Agreement, its EMD shall be forfeited and appropriated by the Client. In such an event, the Client may invite the Second Ranked Bidder for negotiations and may issue LOA to him.

Period of Contract:

The duration of the project would start from the date of issue of the LOA and would include the time period preceding the event, duration of the event and submission of post-event observations.

Extension of Contract:

There is no provision of extension of the contract, after the successful execution of the project.

Penalty Clause:

If the progress of assignment is found to be non-satisfactory or delayed at any point of time, the Client reserves the right to impose penalty. The total amount of penalty shall not exceed 20% of total assignment fee.

Payment to Selected Bidder

- The payment will be made to the successful bidder upon completion of the project, and submission of the post project report and invoices.
- The payment shall be made to the selected bidder on completion of satisfactory performance (to be decided by the Client) of all activities/roles/duties as per mutually agreed deliverables. The quality of deliverables will be decided by the Client and if not found to its satisfaction, the Client may deduct the Agency's payment for that deliverable.

F. FORCE MAJEURE

Definition

- For the purposes of this assignment, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- The Client will decide the eventuality of Force Majeure which will be binding on both the parties.

No breach of Agreement

The failure of a Party to fulfil any of its obligations shall not be considered to be a breach of, or default under, the Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

Measures to be taken

- A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period. Such expenses will be approved by the Client. The agency will have to provide proper justification and certificate from their auditors for such expenses on the format as may be decided by the Client.

Consultation

Not later than thirty (30) days after the agency has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

Suspension of Agreement

The Client may, by written notice of suspension to the Agency, without any obligation (financial or otherwise) suspend all the payments to the Agency hereunder if the Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Agency to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.

Termination of Agreement

The Client may terminate the Contract in whole or part without assigning any reason if:

- a) The qualified Bidder fails to perform any of the obligation(s) under the Contract.
- b) If the Bidder is in material breach of the representations and warranties contained in their bid.

The termination of contract shall be made by prior written notice of default sent to the Bidder. The bidder is not authorized to terminate the agreement before its maturity.

G. DISPUTES RESOLUTION

Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event of a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.

Arbitration

In case the dispute is not resolved as indicated in Clause 3.48, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by the Client and other appointed by the Agency and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Leh and following are agreed:

- The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

- The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).
- When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

H. MISCELLANEOUS

- The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at the Union Territory of Ladakh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- The Client, 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 Bidder in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Bidder; 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 Bidder.
- It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Client, 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.

SECTION 4: BIDDERS ELIGIBILITY AND EVALUATION CRITERIA

Each Proposal shall be evaluated as per the following criteria and grant a score. If the score is less than **70 marks** as per the scoring criteria mentioned below, then the bidder will not qualify for financial evaluation. The bidder shall be disqualified, and the financial bid of those disqualified bidders shall not be opened.

S. No.	Criteria	Max. Marks
1.	<p>Legal Entity The Applicant should be a company registered in India under the Companies Act 2013 or any other previous Companies Act or a Limited Liability Partnership registered under the Indian Partnership Act, 1932, or registered as a society under the Societies Act, 1860 or a Proprietorship firm. The firm should be in existence for the minimum 03 years, with mandatory GST registration and PAN card.</p> <p>Documentary Evidence:</p> <ul style="list-style-type: none"> • Incorporation certificate under companies act 1956/2013, and/or partnership act 1932 • PAN card & GST details • Article of association & Memorandum of association, as applicable • Other relevant documents supporting the incorporation status 	10 Marks
2.	<p>Financial Capacity Minimum average annual turnover of INR 1 Crore for the last three financial years (2021-22, 2022-23, 2023-24).</p> <p>Documentary Evidence:</p> <ul style="list-style-type: none"> • CA certificate (original), or the audited balance sheets for the last three financial years (2021-22, 2022-23, 2023-24) to support the claim 	10 Marks
3.	<p>Technical Capacity Number of successfully executed projects of conceptualization, design and fabrication of the tableaux for Republic Day Parade, either at the National or at the State/ UT level, in the last seven (7) years, with State/ Central Government / PSUs.</p> <p>Documentary Evidence:</p> <ul style="list-style-type: none"> • LOA/ Agreement/ Contract/ Work Order, duly certified by the Authorized Signatory of the bidding company • literature, designs and images, public pages to validate the work credential 	40 Marks 1 project for 5 marks, up to a max. of 40 marks for 8 projects
4.	<p>Blacklisting (Mandatory) The Applicant must not be blacklisted / terminated / debarred by any State or Central Government or their agencies and should not</p>	Mandatory

	have been found guilty of any criminal offence by any court of law, in the last 5 years.	
5.	<p>Technical Presentation (to be provided as part of technical proposal)</p> <ul style="list-style-type: none"> • Previous similar work of design and fabrication of Republic Day tableaux • Understanding of scope of work and comprehension of the theme • At least 3 design concepts for UT Ladakh tableaux on the defined themes • Structural design of the tableaux, integration of all required elements within the tableaux, décor, ambience creation, etc. • Integration of Ladakhi elements in structural design and ambience creation • Material to be used for fabrication, which exhibits a Ladakhi traditional architecture • Images of all the elements to be placed inside the tableaux • Execution plan for other listed elements of the scope of work like logistics support, on-ground support, etc. • Any other innovative idea/ strategy 	40 Marks
Total Marks		100

Evaluation of Financial Proposal

In the second stage, each financial proposal will be assigned a financial score (SF).

- For financial evaluation, the total cost indicated in the Financial Proposal will be considered.
- The Client 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, inclusive of GST. 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 Bidder.
- The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other Proposals will be computed as follows: $S_F = 100 \times F_w/F$ (F = amount of Financial Proposal)

Combined and Final Evaluation

- 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.

- 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, as the case may be.

Letter of Proposal
(On Bidder's letterhead)

Dated:

To,

Deputy Secretary

Ladakh Academy of Art, Culture & Languages, UT Ladakh

Subject: Selection of an Agency for the Conceptualization, Design and Fabrication of the Tableaux of UT Ladakh at Republic Day Parade 2025

Dear Sir/ Madam,

1. With reference to your RFP document dated, we, having examined the Bidding Documents and understood their contents, hereby submit our Proposal for the aforesaid Assignment. This proposal is unconditional.
2. All information provided in the **Proposal** and in the Appendices, is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for undertaking the Assignment.
4. We shall make available to the Deputy Secretary, Ladakh Academy of Art, Culture & Languages, UT Ladakh any additional information it may find necessary or require supplementing or authenticate the Bid.
5. We acknowledge the right of the Deputy Secretary, Ladakh Academy of Art, Culture & Languages, UT Ladakh to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part nor blacklisted by any State/ Central Government or their agencies including Central/State Level Public Enterprises.
7. We declare that:
 - A. We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Deputy Secretary, Ladakh Academy of Art, Culture & Languages, UT Ladakh;
 - B. We do not have any conflict of interest in accordance the RFP document;
 - C. 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 the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Deputy Secretary, Ladakh Academy of Art, Culture & Languages, UT Ladakh or any other public-sector enterprise or any government, Central or State; and
 - D. We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the

Bidders to Bid for the Assignment, without incurring any liability to the Bidders, in accordance with the RFP document.

9. We declare that we are not a Member of any other firm submitting a Proposal for the Assignment.
10. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
11. 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. 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. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Deputy Secretary, Ladakh Academy of Art, Culture & Languages, UT Ladakh of the same immediately.
14. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Deputy Secretary, Ladakh Academy of Art, Culture & Languages, UT Ladakh in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Assignment and the terms and implementation thereof.
15. In the event of our being declared as the successful Bidder, we agree to enter into an Agreement in accordance with the draft that has been provided to us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
16. We have studied all the Bidding Document carefully. 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 Deputy Secretary, Ladakh Academy of Art, Culture & Languages, UT Ladakh or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
17. The Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement.
18. We offer an EMD of Rs. 1,00,000/- and Cost of RFP of Rs. 5,000/- to the Deputy Secretary, Ladakh Academy of Art, Culture & Languages, UT Ladakh in accordance with the RFP document
19. The EMD and Cost of RFP in the form of demand draft is already sent to the required physical address and the scan copy of the demand drafts is enclosed in the technical bid, as per the details provided in the RFP document.
20. We agree and understand that the Proposal is subject to the provisions of the Bidding Document. In no case, we shall have any claim or right of whatsoever nature if the assignment is not awarded to us or our Proposal is not opened.

21. We agree to keep this offer valid for 180 (One hundred eighty) days from the Proposal Due Date specified in the RFP.
22. We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)
Name and seal of Bidder

Particulars of the Bidder

1. Name of the Company:
2. Registered Office:
3. Date of Incorporation:
4. Constitution of Bidder Company:
5. GSTIN (Copy to be enclosed):
6. PAN (Copy to be enclosed)
7. Experience in the field of Republic Day Tableaux design and fabrication:
8. Date of first assignment:
9. Presence in India:
10. Artist/ Curator Engaged:
11. Details of contact persons:
12. Any other details:

Name:

Designation:

Contact tel. No.:

Mobile no.:

Fax no.:

Email id:

Postal address:

(Signature of Authorized signatory)

Financial Capacity of the Bidder

Bidder:			
Financial Year	FY 2021-22	FY 2022-23	FY 2023-24
Annual Turnover			
Average annual turnover for the last three financial years (2021-22, 2022-23, 2023-24)			

(Signature of Authorized signatory)

This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal & Membership No. of Chartered Accountant

Technical Presentation

(To be provided as part of technical proposal)

- Previous similar work of design and fabrication of Republic Day tableaux
- Understanding of scope of work and comprehension of the theme
- At least 3 design concepts for UT Ladakh tableaux on the defined themes
- Structural design of the tableaux, integration of all required elements within the tableaux, décor, ambience creation, etc.
- Integration of Ladakhi elements in structural design and ambience creation
- Material to be used for fabrication, which exhibits a Ladakhi traditional architecture
- Images of all the elements to be placed inside the tableaux
- Execution plan for other listed elements of the scope of work like logistics support, on-ground support, etc.
- Any other innovative idea/ strategy

Financial Proposal Submission Form (BOQ)

NOTE: Financial Proposal (quote) shall have to be given on the .xls format file of the e-Tender Portal <https://tenders.ladakh.gov.in>. Separate Excel Sheet has been provided for Financial Proposal (BOQ).

Note:

- The applicants must quote in the 'financial bid' (BOQ, to be uploaded separately in .XLS file) the total cost of conceptualization, design and fabrication of the tableaux of UT Ladakh at Republic Day Parade 2025, with all its elements as defined in the scope of work.
- Any direct and indirect cost related to the scope of work must also be included in this quote.
- The financial quote must be inclusive of GST.

Format for Power of Attorney for Signing of Proposal

(On a Stamp Paper of Rs. 100/-)

Know all men by these presents, we

_____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the **Selection of an Agency for the Conceptualization, Design and Fabrication of the Tableaux of UT Ladakh at Republic Day Parade 2025** including signing and submission of all documents and providing information/ responses to the Deputy Secretary, Ladakh Academy of Art, Culture & Languages, UT Ladakh, representing us in all matters before the Deputy Secretary, Ladakh Academy of Art, Culture & Languages, UT Ladakh in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

(Signature)

(Name, Title and Address)

I Accept

_____ (Signature)

(Name, Title 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). Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Agency.
- In case the Proposal is signed by an authorized signatory on behalf of the bidder, a copy of appropriate resolution certified by company secretary conveying such authority may be enclosed in lieu of the power of Attorney.

