

**Government of India
Ministry of Electronics &IT**

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

Information Sheet/ Critical Date Sheet

Timelines for the RFP		
Item	Date	Time
Date of Announcement	13.09.2017	
Date of Submission of Bids – All bids should have name details and contact information (address, email, telephone, mob, fax) of Agency on the outer envelop	18.09.2017	
Presentations by Bidders and Scrutiny of Technical Bids(design, theme options etc)	18.09.2017	
Declaration of Results of Technical Bids	26.09.2017	
Date of Opening of Financial Bids <i>All bid responses should be submitted at the address mentioned in the tender.</i>	29.09.2017	
Date of Announcement for the selection of Agency		

Government of India
Ministry of Electronics &IT

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

1.1 Introduction: -, **Ministry of Electronics &IT** Government of India, desires to select an agency for a Tableau in Republic Day Parade, 2018 representing Ministry of Electronics & IT

2. ELIIGIBILITY:

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

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

(ii) Minimum Annual turnover should be 5 cr in last year

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

(iii) The bidder should be solvent.

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

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

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

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

3. SCOPE OF WORK.

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

3.1 The successful bidder is required to work on theme of “**Digital Payments**”

In a paradigm shift from the past, Government of India has initiated the ‘Digital India’ programme with a vision to transform India into a digitally empowered society and knowledge economy. The major part of Digital India programme is “**Digital Payment**”. Demonetization has propelled the drive towards popularizing digital payments with the aim of offering benefits to the country. To further this, Ministry of Electronics and Information Technology (MeitY) has been given the task to evolve and lay down standards and policy guidelines, provide technical and handholding support, undertake capacity building, R&D, etc. and further evolve the Digital India vision. The aim is to enable all citizens to adopt digital transactions with ease.

The Government’s ambitious plan is to bring digital payments at par with offline payments and incentivize them. This will be an important measure to realize India's ambitions towards a less cash economy. The measures, once operationalised, will boost increase in income tax compliance with the creation of an electronic trail, reduce the cash handling cost in the system and encourage consumer habit for digital payments.

This digital boost to India’s economy has been accelerated by this Government’s historic work to drive digital payments. The Government is establishing a National Digital Payments Mission, to spread safe, convenient, and transparent digital payment mechanisms across India. The Government’s Digital Finance for Rural India: Creating Awareness and Access programme, executed under the Digi Dhan Abhiyan, have made 2 crore people financially literate in five months. The Government also launched the BHIM App, which has made more than 2 crore downloads. The Government has doubled availability of Digital Payment Acceptance infrastructure in India in just four months, starting in January 2017. 24 crore bank accounts have been enabled for mobile banking.

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

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

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

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

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

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

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

Additional Director
National e-Governance Division
Electronics Niketan,4th Floor
6.CGO complex,Lodhi Road
New Delhi-110003

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

- (a) The bidder will have to submit an EMD of Rs.50,000/- in the form of DD in favour of Media Lab Asia-NeGD. The EMD will be retained till the evaluation process is completed. (The EMD is to be submitted in the 1st envelope with the eligibility documents)
- (b) Signed and scanned copy of registration certificate of the bidding entity in support of eligibility criteria stated in Clause 2(i) above.
- (c) Signed and Scanned copy of article of association, memorandum of understanding, aims and objectives of the bidding entity. Kindly highlight the relevant clause in the said documents stating that designing / making tableau / doing similar work is a part of the activity of the bidding entity as per its article of association / memorandum of understanding.
- (d) Certificate from client in support of eligibility criteria stated in Clause 2(ii) above. Signed and Scanned copy of satisfactory work completion certificate from previous one or more clients for having produced Tableau for Republic Day Parade or any such National / International function/festival. List of name, address, telephone number, mobile no. and email id of the said client(s) also to be given.
- (e) Solvency certificate in support of eligibility at clause 2 (iii) above. Solvency Certificate for the bidder should not be dated more than one (1) month old from the last date of submission of bid.
- (f) Signed and Scanned Copy of valid registration certificate with the Service Tax Registration, PAN, TAN and GST as stated in clause 2 (iv) above.
- (g) Signed and Scanned copy of **Annexures** – I, II, and III duly filled in along with supporting documents stated therein and signed & scanned copy of **Annexure-VII** (Tender Acceptance Letter).
- (h) Signed and scanned copy of Certificate from a Chartered accountant stating the following: -
 - (i) Showing annual turnover of bidder for the years 2014-15 and 2015-16.
 - (ii) The bidder is abiding by all statutory laws / rules / regulations / guidelines as applicable from time to time including submission of Income tax return, etc.
- (i) Signed and scanned copy of audited statement of Accounts of the bidding organization and annual report for the years 2014-15 and 2015-16. **Audited accounts and Report prior to 2014-15 will not be accepted.**
- (j) Signed and Scanned copy of Board's resolution(s) in favour of authorized signatory of the bidder.
- (k) Signed and Scanned copy of Attestation of the signature of the authorized signatory of the bidder by the Company Secretary / Bank of the bidding organization.
- (l) Signed and Scanned copy of tender, corrigendum and clarification issued by NeGD to this tender, if any, duly signed and stamped on each page by the authorized signatory of the bidder as a mark of acceptance of all conditions of this tender.

(m) Artistic drawings of 2 concepts proposed for the tableau for this tender.

5. Financial Bid

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

5.1 Tenders received after the due date and time will be summarily rejected.

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

6. Evaluation of Bid

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

7. Opening of Technical Bid:

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

8. EVALUATION:

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

8.2 Financial bids of the organisation successfully meeting the eligible criteria of Technical Bid stated in Para 6 above shall be opened

8.3 The successful bidder will be given an offer letter and will be asked to submit Performance Bank Guarantee (PBG) @ 10% of the work order as per **Annexure VIII**. The bidder is required to submit unconditional acceptance of the said offer letter and PBG as required. These will be required to be submitted within 3 working days of issue of the offer letter. In case of non submission of the same, EMD of the bidder is liable to be forfeited and the bidder blacklisted apart from any other action which NeGD may take as deemed fit by competent authority.

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

10. NeGD reserves the right to:

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

11. GENERAL CONDITIONS OF CONTRACT:

11.1 Award of Contract:

11.1.1 Ministry of electronics and IT /NeGD will issue a letter of Award of Contract to H1 for this work.

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

14. Disclaimer

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

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

14.3 NeGD, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or

tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way in this Selection Process.

14.4 NeGD accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this tender.

14.5 NeGD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender.

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

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

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

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

14.10 NeGD reserves the right to change the schedule of dates / time stated in this tender. Changes, if any, will be displayed on the website of ,NeGD. Further, any communication with regard to this tender shall be placed on NeGD/DI/MeitY website only. As such, the Bidders are requested to check these websites regularly.

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

14.12 The responsibility of giving truthful information without concealing any facts is that of the Bidder(s). In case, at any stage, it is found that any information given by the Bidder(s) is false / incorrect / concealed, then NeGD shall have the absolute right to take any action as deemed fit including but not limited to dropping the Bidder from

consideration for award of work / blacklisting etc. without incurring any liability to the affected bidder(s) on the ground of NeGD's action.

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

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

14.15 The Procurer and the Successful bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of High Court at Delhi/ New Delhi

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

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

Undertaking by the Bidder

1. This is to certify that I on behalf of M/s before signing this tender have read and fully understood all the terms and conditions of this tender read along with clarifications and undertake that M/s will abide by them un conditionally and to the satisfaction of NeGD.
2. M/shave not been black-listed by Central/ State Governments/ PSUs at any point of time. There have been no criminal proceedings / conviction against the bidder at any point of time.

Signature of the authorised signatory of the Bidder with Seal

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

CHECKLIST OF DOCUMENTS SUBMITTED

(To be duly filled in by the Bidder and submitted as a part of the technical bid)

S. N.	Documents to be submitted	Submitted	Not Submitted	Remarks
1	Demand Draft for EMD for bidding in the tender.			
2	Copy of registration certificate of the bidding entity in support of eligibility criteria stated in Clause 2(i) above.			
3	Copy of article of association, memorandum of understanding, aims and objectives of the bidding entity. Kindly highlight the relevant clause in the said documents stating that designing / making tableau / doing similar work is a part of the activity of the bidding entity			
4	Clause highlighted as Per Para 3 above.			
5	Copy of GST no			
6	Copy of PAN Card			
7	Copy of TAN Card			
8	Copy of GST registration			
9	Annexure – I duly filled in			
10	Annexure – II duly filled in			
11	Annexure – III duly filled in along with all supporting documents asked for therein.			
12	List of supporting documents attached			
13	Annexure-VII (Tender Acceptance letter) and clarifications issued by MYAS to this tender, if any, duly signed and stamped on each page by the authorized signatory			
14	Certificate from client in support of eligibility criteria stated in Clause 2(ii) above. Signed and Scanned copy of satisfactory work completion certificate from previous one or more clients for having produced Tableau for Republic Day Parade or any such National / International function/festival. List of name, address, telephone number, mobile			

	no. and email id of the said client(s) also to be given.			
15	List of name, address, telephone number. Mobile no. and email id of the said client(s) whose Satisfactory work completion certificate have been submitted.			
16	<p>Certificate from a Chartered accountant stating the following :-</p> <p>(i) Showing annual turnover of bidder for the years 2014-15 , 2015-16 & 2016-17.</p> <p>(ii) The bidder is abiding by all statutory laws / rules / regulations / guidelines as applicable from time to time including submission of Income tax return, etc.</p> <p>(iii) Solvency certificate in support of eligibility at 2 (iii) above. Solvency Certificate for the bidder should not be dated more than one (1) month old from the last date of submission of bid.</p>			
17	Copy of audited statement of Accounts of the bidding organization. i.e. report for the years 2014-15 ,2015-16 & 2016-17. Report prior to 2014-15 will not be accepted.			
18	Board's resolution(s) in favour of authorized signatory of the bidder			
19	Attestation of the signature of the authorized signatory of the bidder by the Company Secretary / Bank of the bidding organization.			
20	Has each page of the technical bid document been numbered?			
21	Has the authorised signatory attested copies of all supporting documents?			
22	Has each of the page of the bid document submitted been signed and stamped by the Authorized			

	Signatory of the Bidder?			
23	In case any show cause notice was ever issued by any Government Agency to the bidder then please attach the copies of communications, if any.			
24	Detailed profile of bidding entity			
25	Artistic drawings of 2 concepts proposed for the tableau for this tender.			

Signature of the authorised signatory of the Bidder with Seal

Name:

Designation:

Address:

Phone No.:

Mobile No. :

Email ID :

FAX :

PROFORMA FOR TECHNICAL BID

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

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

Signature of the authorised signatory of the Bidder with Seal

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

Evaluation CriteriaTechnical Bids

Item Code	Parameter	Maximum Marks
1.	Financial Strength:	20 marks
(i)	Annual turnover in the year 2014-15 and 2015-16 & 16-17 Less than 5 cr = 0 5cr to 10 cr = 10 Above 10 cr = 20	20
2.	Relevant Experience:	80 marks
(i)	Total No of Tableau prepared by the bidder which participated in Republic day parade at Rajpath till 26.1.17 Less than 1 = 0 1 – 2 = 10 3 and above = 20	20
(ii)	Total No. of clients for whom the tableau was prepared which participated in Republic day parade at Rajpath till 26.1.17 Less than 1 = 0 1 – 4 = 10 5 and above = 15	15
(iii)	No. of Tableaux participated in Republic day parade at Rajpath till 26.1.17 which were adjudged best / top 3 by Government of India	15

	1 award = 05	
	2 award = 10	
	3 award = 15	

Item Code	Parameter	Maximum Marks
iv	Artistic drawings of 2 concepts proposed for the tableau for this tender.	30

Total (1 and 2) : 100 Marks

Minimum 50 marks will be required to qualify in Technical Bid.

40 % weightage will be given on the marks scored in Technical Bid.

FINANCIAL BID

To

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

Sir,

With reference to your tender published in _____ on _____ on the subject mentioned above, on behalf of M/s

....., I / We quote the following rates: -

S. No.	Particulars	Rates
1.	Price for entire scope of work in the tender	Rs. /- (Rupees in words : -)
60% weightage will be given to Financial Bid.		

Note :-

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

Yours faithfully,

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

Terms of Payment

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

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

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

ANNEXURE-VII
TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

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

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Format of Performance Bank Guarantee

Whereas NeGD has issued an Advance Order (AO) vide letter no. Dated/...../20.... (herein referred to as agreement) Awarding the work of tableau for Republic day parade at New Delhi to M/s having its registered office at (hereafter referred to as "Bidder")

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

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

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

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

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

Place:

Date:

(Signature of the Bank Officer)

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