

2018

Central Adoption Resource Authority

Ministry of Women and Child Development

REQUEST FOR PROPOSAL

Conceptualizing, designing, fabricating and display of a Tableau of

Central Adoption Resource Authority

(a Statutory body of Ministry of Women and Child Development)

During Republic Day 2019, On the Theme of Adoption.

File No. CARA/2018-19/RD/MP- Tableau
Central Adoption Resource Authority
Ministry of Women and Child Development
West Block-8, Wing-II, 2nd Floor, R.K. Puram, New Delhi-110066.

Dated: 14 September, 2018

REQUEST FOR PROPOSAL - SHORT TENDER NOTICE

1. Bids are hereby invited under **two bids system** i.e. Technical bid & Financial bid from interested Agencies to conceptualize, design, fabricate and display a Tableau of Central Adoption Resource Authority (CARA) during Republic Day Parade 2019, on the theme of Adoption, on turnkey basis under **TWO BIDS SYSTEM**. Tender documents can be downloaded from www.cara.nic.in

2. Schedule of invitation of E-tender:

Sl. No.	Activity	Date
1.	Start date and time for viewing/downloading of tender documents	14.09.2018
2.	Last date and time for submission of bid	24. 09.2018 at 3.00 PM
3.	Date and time for opening of Technical Bid	24.09.2018 at 3.30 PM

3. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. CARA reserves the right to accept or reject any of the tenders without assigning any reasons there for.



(D.D Pandey)

Joint Director, CARA

डॉ. डी. डी. पान्डेय / Dr. D. D. Pandey
संयुक्त निदेशक / Joint Director
केन्द्रीय-दत्तक ग्रहण संसाधन प्राधिकरण
Central Adoption Resource Authority
महिला एवं बाल विकास मंत्रालय
Ministry of Women & Child Development
भारत सरकार / Government of India
पश्चिमी खण्ड-8, विंग-2, द्वितीय तल, आर.के. पुरम
West Block-8, Wing-2, 2nd Floor, R.K. Puram
नई दिल्ली / New Delhi-110066

File No. CARA/2018-19/RD/MP- Tableau
Central Adoption Resource Authority
Ministry of Women and Child Development
West Block-8, Wing-II, 2nd Floor, R.K. Puram, New Delhi-110066.

Dated: 14 September, 2018

SHORT TENDER NOTICE

TENDER DOCUMENT

Sub: Tableau of Adoption for Central Adoption Resource Authority (CARA), Ministry of Women and Child Development to be displayed during Republic Day Parade 2019.

1. Central Adoption Resource Authority (CARA), a statutory body under Ministry of Women and Child Development, Government of India, invites Sealed tenders/quotations from reputed and experienced agencies to conceptualize, design, fabricate and display a Tableau of CARA (MWCD) during Republic Day 2019 , on the theme of **Adoption** on Turnkey basis under **TWO BIDS SYSTEM.:**
2. Detailed terms and conditions, procedure for submission of bids and other instructions are given in **Annexure-I.**
3. The guidelines for preparation of Tableau proposals for participation in the Republic Day Parade - 2019 are given in **Annexure-II.**
4. Format for Technical Bid is given in **Annexure III** and the format for Financial Bid in **Annexure IV.**
5. The tender should be submitted in two sealed covers. (i) the first sealed cover super scribed as “ **Technical Bid**” with documents as mentioned in **Annexure-III.** (ii) The second sealed cover super scribed as “**Financial Bid**” with documents as per **Annexure-IV.** Both the sealed cover should be placed in the main sealed cover (third) super scribed “**Tender for Tableau of CARA for Republic Day Parade- 2019**”.
6. Interested agencies are requested to send their quotations on or before 24th September, 2018 (3.00 P.M.) with the design for the proposed Tableau along with tender to the **Joint Director, Central Adoption Recourse Authority (MWCD) West Block-8, Wing-II, 2nd Floor, R.K. Puram, New Delhi-110066.**

The last date for submission of bid is 24.9.2018 by 3.00 PM

7. The detailed schedule of bids is given below:

Sl. No.	Activity	Date and Time	Venue
1.	Pre-bid Meeting	17.09.2018 at 11.00 AM	Conference Room, 1 st Floor, Central Adoption Resource Authority (MWCD) West Block-8, Wing-II, 2 nd Floor, R.K. Puram, New Delhi-110066
2.	Last date for Submission of Bid	24.09.2018 latest by 3.00 P.M.	Office of the Joint Director, 2 nd Floor, Central Adoption Resource Authority (MWCD) West Block-8, Wing-II, 2 nd Floor, R. K. Puram, New Delhi.
3.	Opening of Technical Bids	24.09.2018 at 3.30 P.M.	Conference Room, 1 st Floor, Central Adoption Resource Authority (MWCD) West Block-8, Wing-II, 2 nd Floor, R.K. Puram, New Delhi-110066
4.	Presentation by eligible bidders	25.09.2018 at 11.00 A.M. onwards	Conference Room, 1 st Floor, Central Adoption Resource Authority (MWCD) West Block-8, Wing-II, 2 nd Floor, R.K. Puram, New Delhi-110066
5.	Opening of Financial Bids	To be notified Separately.	To be notified separately

8. Tenders received after the closing date and time, shall not be entertained.



(D.D Pandey)

Joint Director, CARA

डॉ. डी. डी. पान्डेय / Dr. D. D. Pandey
संयुक्त निदेशक / Joint Director
केन्द्रीय-दत्तक ग्रहण संसाधन प्राधिकरण
Central Adoption Resource Authority
महिला एवं बाल विकास मंत्रालय
Ministry of Women & Child Development
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पश्चिमी खण्ड-8, विंग-2, द्वितीय तल, आर.के. पुरम
West Block-8, Wing-2, 2nd Floor, R.K. Puram
नई दिल्ली / New Delhi-110066

**DETAILED TERMS AND CONDITIONS, PROCEDURE FOR SUBMISSION OF BID
AND OTHER INSTRUCTIONS**

1. Scope of work:

- 1.1 In the Republic Day Parade 2019, Central Adoption Resource Authority (Ministry of Women and Child Development) Government of India is proposing to field Tableau on the theme of Adoption. The scope of work would include among other things, conceptualizing, designing a Tableau; preparing a 3D sketch in detail the same as presentation in 3D wire frame or other appropriate software and; 3D scale model and finally fabrication of the same as a Tableau for the Republic Day parade, and its display during the parade and dismantle after the parade. Each activity will be subject to clearance / approval by CARA, MWCD/Ministry of Defence.
- 1.2 The work has to be undertaken **on a turnkey basis** and will include all aspects of fabrication of tableau i.e. **from conceptualization, making of designs, modification of designs from time to time as per the requirement and instructions, presentation of the designs before the selection committees of the CARA (MWCD) and Ministry of Defence, fabrication of the models, modifications thereof as per requirements and instructions, presentation of the model before the committees of MWCD and Ministry of Defence and upon selection of the model, fabrication of the actual tableau and its display at the parade, as per the requirement, specification, time schedule and instructions by the Central Adoption Resource Authority/ Ministry of Defence.**
- 1.3 Providing of suitable/appropriate lyrics, composing of music, arrangements of artists and actual pre-recording of the music for use in the tableau.
- 1.4 Arrangements of choreography as per requirement including arrangements of artists etc.
- 1.5 The job will also involve actual presentation and display of tableau during the Republic Day parade, full dress rehearsal (if required) and maintenance of required services at the time of presentation during the event.

- 1.6 The turnkey project would also include any other work that may have direct or indirect bearing with the fabrication and presentation of the tableau and may facilitate the project in any manner.
- 1.7 CARA (MWCD) will have the right to modify, change, accept or reject the work in totality or any part thereof or cancel the project at any stage without assigning any reason. The copyright of the work shall vest with the CARA (MWCD) and it would have rights on the awards won, if any.
- 1.8 The specifications of the Tableau, 2D sketch and 3D scale model etc., are to be as per the specification of the Ministry of Defence (details enclosed at Annexure - II)
- 1.9 While it would be the sole responsibility of the successful bidder to whom the work is awarded to ensure appropriate and excellence aesthetic, creative and technical delivery of the Tableau, CARA (MWCD) would from time to time review, monitor and advise and if needed seek modifications to suit the needs and as deemed appropriate.

2. Time Frame:

The Tenderer will complete the job as per the time limit stipulated by CARA / Expert Committee of Ministry of Defence for completion of Tableaux without fail.

3. Eligibility Conditions:

- 3.1 The bidder shall be a registered company / proprietary firm registered under the relevant provisions/ Acts in India.
- 3.2 The bidder should have successfully provided at least 2 tableaux 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.
- 3.3 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.
- 3.4 A Bidder shall submit only one proposal. IN CASE MORE THAN ONE PROPOSAL IS RECEIVED FROM THE BIDDER, ALL SUCH PROPOSALS SHALL BE DISQUALIFIED.

3.5. Weightage will be given to the bidder who have won prizes/ commendation for tableau design by them in the Republic Day Parade in the previous years. (Copy substantiating the claim should be enclosed)

4. Documents required to be submitted along with the bid: The Agency bidding for the above shall furnish the following self-attested copies of documents along with the bid:

4.1 Certificates /work-orders for any theme based fabrication showing experience of conceptualization of theme, fabrication and display at Republic Day Tableau at National level over five years.

4.2 Valid GST Registration Certificate.

4.3 PAN Card along-with Income Tax return for the last five years.

4.4 Earnest Money Deposit (EMD)/ Bid Security of Rs.60,000/-(Rupees Sixty thousand only) in the form of Account Payee DD, Fixed Deposit Receipt, Banker's Cheque issued by any commercial bank in an acceptable form, in favour of Central Adoption Resource Authority, payable at Delhi/ New Delhi, valid for a period of 45 days beyond the final bid validity period. The same shall be returned to unsuccessful bidders without interest, after the tender process is completed and acceptance of contract/award by the successful bidder. The envelope containing the Earnest Money shall be deposited with the Joint Director, Central Adoption Recourse Authority (MWCD) West Block-8, Wing-II, 2nd Floor, R.K. Puram, New Delhi-110066, Website : www.cara.nic.in, e-mail : carahdesk.wcd@nic.in- before 3.00 PM of 24.09.2018.

4.5 The Bid shall be typed and be stamped & signed by a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by a written power-of-attorney accompanying the bid. The person or persons signing the bid shall initial all pages with seal/stamp.

4.6 The bid security shall be forfeited,

(a) if the bidder withdraws its bid during the period of validity specified in the bid form.

(b) if the successful bidder fails to sign contract within one week of the issue of Letter of Contract/Award.

(c) if the successful bidder fails to furnish performance security.

Note: In either case, the bidder shall not be eligible to participate in any tender initiated by CARA (MWCD) for same item for three years from the

date of issue of Notice Inviting Tender. The bidder shall not approach the court against the decision of CARA (MWCD) in this regard.

- 4.7 Failure to furnish the information and documents required as per Bid Documents may result in rejection of the Bid. All the pages of the tender document and certificates shall be duly stamped & signed by the bidder.

5. Bid Prices:

- 5.1 This will be a turnkey project. Prices quoted must be firm and fixed and shall not be subject to any upward modifications , on any account whatsoever, including modifications required to be carried out at the suggestion of the designated committee of Ministry of Defence.
- 5.2 The Bidder shall prepare the bid based on details provided in the Tender documents. The Bidder shall carry out all the tasks in accordance with the requirement of the Tender documents and it shall be the responsibility of the Bidder to fully meet all the requirements.
- 5.3 The Financial bid should clearly indicate the price to be charged including all taxes, duties, fees, levies, transportation, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out.
- 5.4 Rate should be quoted in English figures and words without any overwriting, corrections, errors, omissions etc.
- 5.5 The price quoted by the bidder shall remain fixed during the entire period of the contract and shall not be subject to variation on any account. A bid submitted with a price variation clause will therefore be treated as nonresponsive and rejected.

6. Submission of Bid:

- 6.1 The bid along with copy of the design and Earnest Money may be submitted to the to the **Joint Director, Central Adoption Recourse Authority (MWCD)** West Block-8, Wing-II, 2nd Floor, R.K. Puram, New Delhi-110066, Website : www.cara.nic.in, e-mail : carahdesk.wcd@nic.in / archna.tyagi76@nic.in
- 6.2 Any bid received after the specified time and date for submission of bids shall be rejected.

7. Tender Opening:

7.1 The technical bids shall be opened in the presence of the bidder or their authorized representatives , who wish to be present at the time of opening of bids on the due date, at their own cost. In case the date fixed for the opening of the bids is declared as holiday by the Government of India, the bids will be opened on the next working day at the same time.

8 Contacting the Department:

8.1 No Bidder shall contact CARA (MWCD) on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

8.2 Any effort by a Bidder to influence the Department's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

9. Evaluation of the Bids by Central Adoption Resource Authority:

9.1 The designated committee of CARA (MWCD) will open the Bids, in the presence of the representatives of the Bidder at the time and date, as mentioned in Para 2 of the tender notice.

9.2 The Bidder's names, bid withdrawals and the presence or absence of the requisite Earnest Money and such other details as CARA (MWCD) at its discretion, may consider appropriate, will be announced at the bid opening.

10. Clarifications:

10.1 When deemed necessary, CARA (MWCD) may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the bid submitted or price quoted.

11. Process and Procedure for evaluation of the bids

11.1 **Stage 1 - Short listing of eligible bidders:** All bids received in response to the tender notice shall be scrutinized by a designated committee of CARA (MWCD) to check the fulfilment of essential eligibility conditions, which are stated as

below (decision of designated committee would be subject to approval of competent authority of CARA (MWCD) :

- a) Furnishing of EMD of Rs.60,000/- (Rupees Sixty thousand only).
- b) Experience of successfully providing at least 2 tableaux 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.
- c) Only those bidders, who fulfil all the essential eligibility conditions prescribed above, shall be considered for making a presentation before a designated committee of CARA (MWCD) for detailed technical evaluation.
- d) Short listing will be made on the assessment of the technical bid, i.e. eligibility criteria and treatment of the theme and its presentation in the form of drawings and designs.

11.2 Stage-2 - Technical Evaluation: All the bidders declared eligible by the competent authority based on the recommendations of the designated committee shall be subject to detailed technical evaluation based on the information/ details / concept/ design etc. furnished in their tender/ bid as well as the presentation made before the designated committee and will be awarded marks on various parameters as detailed below:

S No.	Parameter	Marks allotted
1.	Experience of successfully providing at least 2 tableaux 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. i) 02 Tableau- 15 marks ii) More than two +5	20
2.	Prizes/ commendation for tableau design by the bidder in the Republic Day Parade in the previous years. i) One award- 10 marks ii) More than one +10	20
3.	Design and Concept.	30
4.	Presentation and understanding of Concept.	30

11.3 Stage-3 - Financial Bids: Bidders who qualify for the second stage of technical evaluation stated above will be considered for opening of financial bids. The

total marks allotted for financial bids are 30 and will be allotted as per following procedure:-

The bidder who has quoted the lowest rate (amount) for all the items taken together i.e. all material, labour, transportation, incidental charges, taxes, levies etc. for conceptualizing, designing, fabrication and presentation of Tableau of CARA (MWCD), will be awarded full 30 marks. Other bidders would be awarded marks proportionately as per following formula (marks will be counted only upto 2 decimals)

$$\frac{\text{Total amount quoted by the lowest bidder}}{\text{Total amount quoted by a particular bidder}} \times 30$$

- 11.4 **Overall Evaluation - Determination of lowest bidder:** Bidder who obtains maximum marks out of 130 (i.e. total of technical bid marks (100) and financial bid marks (30)) shall be declared as lowest bidder and selected for first stage i.e. preparation of concept/ sketch/ design etc. with modifications as suggested by the designated committee of CARA (MWCD)/ Expert Committee of CARA (MWCD), duly conforming to the guidelines of MoD etc. If the design presented by CARA (MWCD) before the Expert Committee of MoD is accepted, the bidder would be asked to proceed to the second stage i.e. preparation of the model and if the same is also accepted/ approved by the Expert Committee of MoD, with or without modifications, the bidder would be asked to proceed to the third stage i.e. fabrication of the tableau as per the approved design/ model.

12. Right to Accept Any Bid and to Reject Any or All Bids:

- 12.1 CARA (MWCD) reserves the right to accept any bid, and to annul the Tender process and reject any or all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder or Bidder of the grounds for CARA (MWCD) action.

13. Award of Contract:

- 13.1 CARA, will notify the successful Bidder by e-mail or in writing, by registered letter/speed post that its bid has been accepted.

- 13.2 Upon notification of the successful bidder, CARA (MWCD) will promptly notify each unsuccessful Bidder and their Earnest Money Deposit will be refunded at the earliest.

14. Signing of Contract:

- 14.1 On notifying the successful bidder, CARA (MWCD) will send the Bidder the Contract Form, incorporating all agreements between the parties.
- 14.2 Within 3 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to CARA (MWCD).
- 14.3 Signing of Agreement shall constitute the award of hiring contract on the bidder.

15. Performance Security:

- 15.1 The successful bidder shall be required to deposit Performance Security on awarding of the contract. The amount of the Performance Security would be 10 % of the value of the contract. The security may be furnished in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank in an acceptable form in favor of CARA, MWCD. Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the agency. The security shall be refunded, subject to satisfactory and timely completion of job. After receipt of Performance Security Amount, EMD amount shall be refunded to the successful bidder.

16 Terms of Payment

- 16.1 100% payment for Conceptualisation, designing, fabricating and presentation for tableau shall be made after the event is over on presentation of proper bill and proof of return of tractor and trailer and receipt of the clearance certificate from the Ministry of Defence.

Note: * Any changes notified by the MOD at any point of time will be applicable without any change in the financial bid.

17 Force Majeure

- 17.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any War, or Hostility, Acts of the public enemy, Civil commotion, Sabotage, Fires, Floods, Explosions, Epidemics, Quarantine Restrictions, Strikes, Lockouts or Act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the CARA as to whether the work has been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option, terminate the contract.
- 17.2 Provided also that if the contract is terminated under this clause, the CARA (MWCD) shall be at liberty to take over from the Agency at a price to be fixed by the CARA (MWCD) which shall be final, all un-used, un-damaged and acceptable materials, bought out components and stores in the course of manufacture in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the CARA (MWCD) elect to retain.

18. Arbitration:

- 18.1 In the event of any question, dispute or difference under the Agreement, or in connection thereof, except as to matter, the decision of which is specifically provided elsewhere under the Agreement, the same shall be referred to an Arbitral Tribunal, here in after called the "TRIBUNAL" consisting of sole Arbitrator to be appointed upon nomination made by Member Secretary, Central Adoption Resource Authority, Ministry of Women and Child Development, Government of India.
- 18.2 The venue of Arbitration shall be New Delhi. The Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996, as amended or replaced from time to time.

19. Jurisdiction:

19.1 The decision of the majority of arbitrators shall be final and binding upon both Parties. The expenses of the arbitration, as determined by the arbitrators shall be shared equally by CARA (MWCD) and the Firm. However, expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself. All Arbitration awards shall be in writing and shall state the reasons for the award.

20 Annulment of Award:

20.1 Failure of the successful bidder to comply with any of the tender/contract conditions shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event the CARA (MWCD) may make the award to any other bidder or call for new bids.

21. Rejection Criteria:

21.1 Besides other conditions and terms highlighted in the Tender document, bids may be rejected under following circumstances:

(a) Technical Bid:

(i) Incomplete bids that do not quote for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the Bidder.

(ii) Bids providing information that are found to be incorrect/misleading at any stage /time during the Tendering Process Technical Bid containing commercial details.

(iii) Bids that reveal prices in any form or by any reason before opening the financial Bid.

(b) Financial Bid:

(i) Bids where prices are not firm during the entire duration of the contract and / or with any qualifications.

(ii) Bids which do not confirm to CARA (MWCD) price bid format.

(c) Others:

- (i) Bids that do not confirm unconditional acceptance of full responsibility of executing the ' Scope of Work' of this Tender.
- (ii) Bids in which the Bidder seeks to influence the CARA (MWCD)'s bid evaluation, bid comparison or contract award decisions.
- (iii) Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- (iv) If the requisite Earnest Money Deposit in the manner does not support the tender provided therein.
- (v) If the tender is not duly signed, or not found proper or complete to the satisfaction of CARA (MWCD) in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
- (vi) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
- (vii) If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.
- (viii) Without assigning any reason thereof.

22. Dispute Settlement:

- 22.1 Performance of the Contract is governed by the terms and conditions of the Contract. In case any dispute arises between the Parties regarding any matter under the Contract, either Party of the Contract may send a written Notice of Dispute to the other Party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within fifteen (15) days after receipt. If that Party fails to respond within fifteen (15) days, or the dispute cannot be amicably settled within thirty (30) days following the response of that Party, clause 22 of above shall become applicable.

23. Indemnity:

- 23.1 The Agency shall indemnify the CARA (MWCD) in respect of any damages, claims, loss or action against CARA (MWCD) for acts of commission or omission on the part of the Agency, its agents or servants.

24. Breach of Contract:

- 24.1 The breach of contract is the failure or refusal to perform the said contract. Any breach of contract by one party to it gives the other party an immediate cause of action and a right to damages as compensation for loss following from the breach of contract. A breach occurs where a party to the contract repudiates or fails to perform one or more of the obligations imposed upon him by the contract. The failure to perform may take place when the time for performance has arrived or even before that. Thus, the "Breach of Contract" mentioned above covers (a) the Anticipatory Breach and (b) the Present Breach.
- 24.2 The CARA (MWCD) may without prejudice to its right against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:
- (a) If the Contractor having been given by the CARA (MWCD), a notice in writing to rectify, reconstruct or replace any defective work or that the work is be inefficient or otherwise improper or un-workman like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the CARA (MWCD) (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.
 - (b) If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
 - (c) If the contractor commits breach of any of the terms and conditions of this contract.
 - (d) If contractor commits any act mentioned in Clause 22.
 - (e) If contractor commits any fraud with the CARA (MWCD), or any fraudulent motive is detected in his action.
 - (f) If contractor demands undue charges not stipulated in this contract.

25. Termination of Contract:

25.1 The Member Secretary & CEO, CARA (MWCD) may, without prejudice to any other right/remedy for breach of contract, terminate the contract in whole or in parts.

(a) If the Agency fails to arrange the supply of any or all of the deliverables within the period specified in the contract or any extension thereof granted by the CARA (MWCD).

(b) If the Agency fails to perform any other obligations under the contract agreement.

(c) The Member Secretary & CEO, CARA (MWCD) may, without prejudice to any other rights under the law or the contract provided, get the hiring done at the risk and the cost of the Agency, in the above circumstances.

(d) Notwithstanding anything contained herein, the Member Secretary & CEO, CARA (MWCD) also reserves the right to terminate the contract at any time or stage during the period of contract, by giving notice in writing without assigning any reason and without incurring any financial liability to the service provider/Agency.

26. Termination for Insolvency:

26.1 The Member Secretary & CEO, CARA (MWCD) may also by giving written notice and without compensation to the service provider /Agency terminate the contract, if the Agency becomes unwilling , bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

27. Other Miscellaneous Conditions:

27.1 The Member Secretary & CEO, CARA (MWCD) reserves the right to counter offer price against price quoted by the bidder.

27.2 The Member Secretary & CEO, CARA (MWCD) reserves the right to disqualify such bidders for a suitable period who fail to honour their bid without sufficient ground.

- 27.3 The tenderer must read carefully all the terms, conditions and specifications before filling up the tender schedule and his quotation.
- 27.4 In respect of the matters pertaining to this contract, tenderer shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organization. All disputes, differences, clarifications etc. arising out of this contract will be represented by tenderer himself or by his legal representative at Delhi only.
- 27.5 The tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document.
- 27.6 It may be noted that the tender notice is only for fixing a contract and shall not be construed as invitation to bid for providing the job i.e. there is no guarantee for award of work without assigning any reason whatsoever may be.
- 27.7 Any tenderer participating in this tender should make sure that he will be able to carry out the work in the contract in time bound manner.
- 27.8 It is implied that the tenderer has obtained all necessary information directly or indirectly affecting the contract such as legal stipulation , possible delays and hindrance or interference in executing the contract and has satisfied him/her before making the offer. Unexpected difficulties or expenses shall NOT be considered excuses for difficulties in performing the contract. The rates quoted should take all factors into consideration.
- 27.9 The tenderer acknowledges that he assumes all risks contingent upon the nature of the contract to be actually encountered by him in executing the contract, even though such actual conditions may result in the tenderer performing more or less work than that originally anticipated.
- 27.10 The tenderers who are confident of executing the contract in time by employing the required resources, men and materials should only participate in this tender offer.
- 27.11 The tender schedule shall be read in conjunction with Specifications, General Instructions, and Conditions of Contract and Additional Conditions. The tenderer shall be deemed to have carefully examined all these documents. It is further understood and agreed that the tenderer by careful examination satisfied him with the terms and conditions of the tender document.

GUIDELINES FOR PREPARATION OF TABLEAUX PROPOSALS FOR PARTICIPATION IN THE REPUBLIC DAY PARADE – 2019 (as per MoD)

1. Suggested theme

Adoption, with “Gandhi Connect” as per the new directives of MOD for 150th birth anniversary commemoration of Mahatma Gandhi.

2. Selection Process of the tableaux by the Ministry Of Defence MoD

(a) The tableaux proposals received from various organizations/ agencies are evaluated in a series of meetings of the Expert Committee consisting of prominent persons in the field of art, culture, painting, sculpture, music, architecture, choreography, etc. In the first phase of selection the sketch/design proposals are scrutinized and suggestions, if considered necessary, are given to carry out modifications in the sketch/ design. Once the sketches/designs are approved by the committee, the participants are asked to come up with three-dimensional models of their proposals. However, entering into the model stage it does not mean selection. The models are thereafter examined by the Committee for final selection depending upon various considerations. Not more than one tableau from an organization participates in the parade.

(b) Adequate time is given to the concerned agencies to make arrangements for attending the meetings of the Expert Committee. Non-attendance in any meeting means withdrawal and concerned agency will not be invited in subsequent meetings. All cost for attending the meetings is to be borne by the concerned agency. All interaction with the members of the committee will be made by the official representative of the organization concerned. The artists/designers, etc. may accompany the official representative to suitably take note of the suggestions given by the Committee to carry out modifications in their respective sketch / design / model. They will, however, not directly interact with the members of the Expert Committee unless they are specifically authorized by the Committee to do so to explain any specific point.

3. Preparation of Sketch / Design

The sketch/design drew (preferably" in graph) on a scale of 1:1" should be simple, colorful, and easy to comprehend and should avoid statistical data and unnecessary details. It should be able to convey, whatever it presents, by itself

and should not require any explanation, writing or elaboration. Writing or use of logos on tableaux is not allowed except the name of States/UTs presenting which is allowed in Hindi in the front, in English on the back and in Regional language on the sides of the tableau. Similarly, in case of Ministries /departments and other agencies, name of the Ministry/Department/Organization is to be given in Hindi in the front and in English on the back.

4. **Points to be kept in view while drawing up the proposal**

(a) The sketch should clearly depict as to how the tractor pulling the tableau will be used as a part of the theme. Camouflaging the tractor should be in harmony with the main theme of the tableau. There should be a gap of about 6-7 feet between the tractor and the trailer and /or between two trailers for turning or manoeuvring. This should be taken into account while designing the tableau.

(b) In case, a tableau is proposed to be integrated with a folk dance, it should be ensured that the selected dance is a genuine folk dance and the costumes and musical instruments are traditional and authentic. The tableau and the choreography should also have thematic unity. The strength of the dance party, excluding those who are to perform on the tableau, should not exceed 25 persons. The video clippings of the dance may also be sent along with the proposals.

5. **Dimensions**

(a) While preparing the sketches and subsequently, three dimensional models, the following approximate dimensions of the trailers and tractors, which will be supplied to them for the fabrication of the tableau, may be kept in view:

		Trailer
i.	Length	: 24' 8"
ii.	Width	: 8'
iii.	Height	: 4' 2"
iv.	Load carrying capacity	: 10 tons

(b) The length, breadth and height of a single tableau should not exceed 45', 14' and 16' (from the ground level) respectively. If it is proposed to use any

other vehicles under own arrangements, particulars thereof should be indicated in the proposal.

6. Facilities to be provided by the Ministry of Defence

During the meetings of the Expert Committee, the facilities such as a PC, LCD projector, DVD Player and an overhead projector would be made available by the Ministry of Defence. Should there be any other support requirements, the Ministry may be informed in advance.

TECHNICAL, BID FOR CONCEPTUALIZATION, DESIGNING, FABRICATION AND DISPLAY OF TABLEAU OF CENTRAL ADOPTION RESOURCE AUTHORITY (MWCD) DURING REPUBLIC DAY PARADE 2019

1. Name of Agency/Organization:
2. Name and designation of the authorized signatory and his/her contact details
3. Complete office address (with telephone/mobile & e-mail):
4. The bidder should have successfully provided at least 2 tableaus 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. (Enclose relevant documents, work orders, work completion certificate in support of the claims).
5. Photographs / CDs of earlier work:
6. Awards/ medals / prizes won (with details including copies of the certificates)
7. Certified copies of the Chartered Accountants indicating the turnover of the agency for the last three financial years.
8. Particulars of the latest PAN No (attach a photo copy)
9. Furnish details of EMD like DD No, Name of Issuing Bank, date etc.
10. Please attach the following documents:
 - 10.1 Concept proposal along with a sketch/ design of how you will treat and visually present the theme.
 - 10.2 A brief note on your understanding of the concept/background (For this purpose, you can see the website of Central Adoption Resource Authority www.cara.nic.in and may contact Dr Archna Tyagi, contact no. 8587938201, or email to archna.cara@gmail.com during office hours on any working day for sourcing information on the tender.
 - 10.3 Declaration regarding the near relative as per Annexure V

“I undertake to abide by the terms and conditions as laid down in the tender documents and also follow the instructions given by the Tableaux Committee of CARA (MWCD) as well as Expert Committee of Ministry of Defence, Govt. of India from time to time to be read along-with terms and conditions”.

Date:

Signature of Authorized Signatory

ANNEXURE-IV

FINANCIAL BID

Subject: Quotation for award of contract for "Tableau for Republic Day, 2019".

Sir,

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

S. No	Description of Job	*Financial Bid to be filled in
I.	Conceptualization, Design, Drawing, Fabrication and Presentation and Tableau at the Republic Day Parade 2019. This will be a turnkey project	INR.....

This rate includes all material, labour, transportation, incidental charges, taxes, levies etc. for conceptualizing, designing, fabrication and presentation of Tableau of CARA (MWCD) at Republic Day Parade 2019 at Rajpath. New Delhi.

*Note: (i) Total cost mentioned at S.No. I above will be taken into account for the purpose of calculating marks obtained in the Financial Bid.

(ii) CARA(MWCD) reserves the right to cover/ deduct tax (es) as per the law of land before making any payment to the successful bidder(s).

Yours faithfully,

(Authorised Signatory)

(Name/Designation, Contact No. & Seal)

DECLARATION REGARDING NEAR RELATIVES

I/We declare,

1. That I or any of my partner am/is neither working in any capacity anywhere in the CARA (MWCD), nor am/is removed/ dismissed from service of CARA (MWCD).
2. That none of my near relatives are working in any capacity in CARA (MWCD) nor am/is removed/ dismissed from service of CARA (MWCD).

Or

The details of my near relatives working in CARA (MWCD) are as under:

Sl. No.	Name and Address	Capacity in which working	Office in which working
3.			

That in case of change of partners or change in constitution of the firm, I shall abide by the conditions of the contract and shall bring any change to the knowledge of the Member Secretary & CEO, CARA (MWCD) immediately.

4. (i) That I /We shall intimate the names of persons working in CARA (MWCD) related to our employees who are working with me /us in any capacity or are subsequently employed by me/us.
 (ii) That none of my employees is a removed /dismissed employee of CARA (MWCD) .
5. That I/ We am/are aware that any breach of the condition would render the contract liable for termination along with cancellation of any other existing contracts and forfeiting of my/our Earnest Money Deposit /Security deposit held by the Member Secretary & CEO, CARA.
6. If at any time, it is found that the information given in the above Appendix is incorrect/ incomplete, the contract is liable to be terminated without assigning any reason and the Security Deposit shall be forfeited and legal actions shall be

initiated without any prejudice to the rights of the Member Secretary & CEO, CARA (MWCD) to debar the firm from entering into future contracts.

Place:

Signature:

Date:

Name:

(Capacity in which he is signing)_____

NOTE: The term "relatives" means wife/husband/parents and grandparents /children/ grandchildren / brothers/ sister /uncles/aunts/cousins and their corresponding in- laws.