



भारतीय मानक ब्यूरो

गणतंत्र दिवस परेड 2022 के लिए झांकी परिकल्पित, निर्मित और प्रदर्शित करने के लिए एजेंसी को अनुबंधित करने हेतु प्रस्ताव (आरएफपी) हेतु अनुरोध

भारतीय मानक ब्यूरो
मानक भवन
9, बहादुर शाह जफर मार्ग
नई दिल्ली - 110002
संदर्भ : पीआरडी/टैब्लू (2021-22)

विषय सूची

पैरा संख्या	विषय वस्तु	पृष्ठ संख्या
-	दावा त्याग	5
	प्रस्ताव हेतु निवेदन सूचना	6
	महत्वपूर्ण डाटा शीट	7
	अनुसूची – I बोलीदाताओं के लिए जानकारी	8
1.1	-	
1.2	परिभाषाएं	8
1.3	ऑनलाइन बोली जमा करने की प्रक्रिया	8
1.4	बोली तैयार और जमा करने की लागत	10
1.5	बोली की भाषा	10
1.6	पूर्व बोली बैठक	10
1.7	तकनीकी बोली लिफाफा	11
1.8	वित्तीय बोली लिफाफा	11
1.9	बोली प्रतिभूति घोषणा	12
1.10	कार्यनिष्पादन प्रतिभूति	12
1.11	संविदा की अवधि	12
1.12	संविदा दस्तावेज का निष्पादन	13
1.13	संशोधन	13
1.14	हित टकराव	14
1.15	सशर्त बोली	15
	अनुसूची – II- संदर्भ- शर्तें	15
2.1	रक्षा मंत्रालय के दिशा-निर्देश	15
2.2	ब्यूरो के क्रियाकलापों का संकल्पना नोट	15
2.3	ब्यूरो की झांकी का शीर्षक	15
2.4	बोलीदाता द्वारा किये जाने वाले कार्य	15
2.5	कार्यों को पूरा करने का कार्यक्रम.	17
2.6	ब्यूरो द्वारा प्रदान की जाने वाली सहायता या इनपुट	17
	अनुसूची III-पात्रता और पूर्वअर्हता मानदंड	18
3.1	पूर्वअर्हता मानदंड	18
3.2	तकनीकी मूल्यांकन का मानदंड	19
	अनुसूची IV बोलियों का मूल्यांकन	21
4.1		

4.2	पूर्व अर्हता का मूल्यांकन	21
4.3	तकनीकी मूल्यांकन	23
4.4	वित्तीय मूल्यांकन	23
4.5	अनन्त्रिम मूल्यांकन	23
4.6	संविदा देना	23
4.7	किसी भी बोली को स्वीकार करने एवं किसी बोली या सभी बोलियों को रद्द करने का अधिकार	23
	अनुसूची V : संविदा की विशेष शर्तें	25
5.1	परिभाषायें	25
5.2	संक्षेपन एवं परिवर्णी शब्द	25
5.3	संविदा के लिए पक्ष	26
5.4	संविदा दस्तावेज	26
5.5	परिनिर्धारित नुकसान खंड	27
5.6	भुगतान शर्तें	27
5.7	उपसंविदाकरण	28
5.8	नियंत्रण बोर्ड परिवर्तन	28
	अनुसूची VI अनुलग्नक	29
	अनुलग्नक I पूर्व- बोली पूछताछ फॉर्मेट	30
15.5	जुर्माने	67
	अनुलग्नक IV कार्यनिष्पादन प्रतिभूति हेतु बैंक गारंटी का फॉर्मेट	33
	अनुलग्नक V संविदा फॉर्म	34
	अनुलग्नक-VI वर्ष 2020 में रक्षा मंत्रालय द्वारा जारी दिशानिदेश	35
	अनुलग्नक VII ब्यूरो और उसकी प्रमुख गतिविधियों की अवधारणा नोट एवं प्रस्तावना	42
	अनुलग्नक VIII सामान्य वित्तीय नियम 2017 के नियम 144 (IX) के प्रावधानों का सार	47
	अनुलग्नक IX	48

	बोलीदाता के लैटरहेड पर कालीसूची, मुकद्दमेबाजी एवं अपराधिक इत्यादि की घोषणा	
	अनुलग्नक X पिछली संविदा एवं हितटकराव के समापन संबंधी घोषणा	49
	अनुलग्नक XI जन खरीदी में निष्ठा संहिता द्वारा अनुपालन घोषणा (सीआईपीपी)	50
	अनुलग्नक XII निष्ठा संधि	51
	अनुसूची VII संविदा की सामान्य शर्तें	53
1.1	परिभाषित शर्तें	53
2	संविदा	54
2.1	व्याख्याएं एवं सामान्य मामलें	54
2.2	संशोधन/परिशोधन/छूटें और क्षमा	55
2.3	छूटे और क्षमाएं	55
2.4	पक्ष	55
3 & 3.1	शासी कानून एवं विधि क्षेत्र	55
3.2	श्रम कानून एवं संबद्ध देयताएं	55
4 & 4.1	पत्राचार	56
4.2	पत्राचारों का व्यक्तिगत हस्ताक्षरण	56
4.3	अन्य पक्ष द्वारा पत्राचार भेजने के लिए पक्षों का पता	56
5	संविदाकार की देयताओं और इसके अधिकारों संबंधी प्रतिबंध	56
5.1	संविदाकार के कार्यों में बदलाव	56
5.2	योग्यता एवं अर्हता अनुरक्षण हेतु देयताएं	56
5.3	संभावित हित टकराव संबंधी प्रतिबंध	57
5.4	संविदाकार द्वारा उल्लंघनों के परिणाम	57
5.5	ब्यूरो क्षतिपूर्ति की देयता	57
5.6	गोपनीयता, गुप्तता एवं आईपीआर अधिकार	57
5.7	कार्यनिष्पादन बांड/ प्रतिभूति	58
5.8	बीमा	58
5.9	अनुमतियां, अनुमोदन एवं लाइसेंस	59
6 & 6.1	सेवा के विषयक्षेत्र	59
6.2	संविदा अवधि के विस्तार के वैकल्पिक खंड	59
7	कार्य निष्पादन मानक एवं गुणता आश्वासन	59
7.1	कार्य निष्पादन मानक	59
7.2	गुणता नियंत्रण एवं त्रुटि देयता	59
8	स्रोतों की नियुक्ति	59
8.1	प्रतिभूति व्यवस्थाएं	59

8.2	पूर्णता संबंधी साइट की निकासी	60
8.3	प्रमुख कर्मी	60
8.4	प्राधिकृत अधिकारी के आदेश संबंधी कार्मिक को हटाना	60
8.5	सुरक्षा मुद्दे	60
9	सेवाओं की डिलीवरी एवं देरियां	60
9.1	कार्यक्रम	60
9.2	प्राधिकृत निर्देशों का अनुपालन	60
	अनुलग्नक II निविदा स्वीकार्य पत्र	31
	अनुलग्नक III वित्तीय बोली फॉर्मेट	32
	अनुलग्नक IV	33

9.3	सेवाओं की शुरूआत	34
9.4	सेवाओं एवं उनके विस्तार की डिलीवरी समय	35
9.5	न तो ब्यूरो न ही संविदाकार के कारण देरी में विस्तार	42
9.7	संविदाकार के कारण देरी के लिए समय	47
10	सेवाओं के निलंबन	62
10.1	प्राधिकृत	62
10.2	प्रतिपूर्ति एवं समय विस्तार	62
10.3	अप्रत्याशित घटना	62
11	मूल्यों एवं भुगतान	62
11.1	मूल्य	62
11.2	कर एवं शुल्क	62
11.3	भुगतान की शर्तें एवं प्रकार	63
11.4	अंतिम भुगतान	64
11.5	समयवर्जित दावों के विरुद्ध भुगतान	64
11.6	“नो क्लेम” प्रमाणपत्र का हस्ताक्षरन	64
12	विवाद- समाधान	64
12.1	विवाद का निपटान:	64
13	जीसीसी एवं अन्य संविदा दस्तावेजों की शर्तें	64
14	संविदा डिफॉल्ट, भंग समापन एवं समाप्ति	64
14.1	भंग, डिफॉल्ट, एवं दिवालियापन के कारण समापन एवं समाप्ति	64
14.2	सहूलियत एवं निष्फलता के लिए समापन	65
14.3	संविदा समाप्ति	66
15	लोक खरीद एवं गंभीर दुराचार में निष्ठा संहिता	66
15.1	निष्ठा संहिता	66
15.2	देयताओं एवं प्रोएक्टिव प्रकटन	66
15.3	भावीहित टकरावों संबंधी प्रतिरोध	67

15.4	गंभीर दुराचार	67
------	---------------	----



BUREAU OF INDIAN STANDARDS

**Request for Proposal (RFP) for Engagement of Agency
for Conceptualizing, Fabricating and Displaying a Tableau for Republic Day Parade 2022**

**Bureau of Indian Standards
Manak Bhawan
9, Bahadur Shah Zafar Marg
New Delhi- 110002**

Reference: PRD/Tableau (2021-22)

TABLE OF CONTENTS

PARA NUMBER	CONTENT	PAGE NUMBER
-	DISCLAIMER	5
	NOTICE OF REQUEST FOR PROPOAL	6
	CRITICAL DATE SHEET	7
	SCHEDULE – I INFORMATION TO BIDDERS	8
1.1	-	
1.2	DEFINITIONS	8
1.3	PROCEDURE OF ONLINE BID SUBMISSION	8
1.4	COST OF BID PREPARATION AND SUBMISSION	10
1.5	LANGUAGE OF BID	10
1.6	PRE-BID MEETING	10
1.7	TECHNICAL BID ENVELOPE	11
1.8	FINANCIAL BID ENVELOPE	11
1.9	BID SECURITY DECLARATION	12
1.10	PERFORMANCE SECURITY	12
1.11	PERIOD OF CONTRACT	12
1.12	EXECUTION OF CONTRACT DOCUMENT	13
1.13	AMENDMENT	13
1.14	CONFLICT OF INTEREST	13
1.15	CONDITIONAL BIDS	14
	SCHEDULE – II-TERMS OF REFERENCE	15
2.1	GUIDELINES OF MINISTRY OF DEFENCE	15
2.2	CONCEPT NOTE OF THE ACTIVITIES OF THE BUREAU	15
2.3	THE THEME FOR THE BUREU’S TABLEAU	15
2.4	TASKS TO BE CARRIED OUT BY THE BIDDER.	15
2.5	SCHEDULE FOR COMPLETION OF TASKS.	17
2.6	THE SUPPORT OR INPUTS TO BE PROVIDED BY THE BUREAU	17
	SCHEDULE III-ELIGIBILITY & PREQUALIFICATION CRITERIA	18
3.1	PREQUALIFICATION CRITERIA	18
3.2	CRITERIA FOR TECHNICAL EVALUATION	19
	SCHEDULE IV EVALUATION OF BIDS	21
4.1		
4.2	EVALUATION OF PREQUALIFICATION	21
4.3	TECHNICAL EVALUATION	23
4.4	FINANCIAL EVALUATION	23
4.5	FINAL EVALUATION	23
4.6	AWARD OF CONTRACT	23
4.7	RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS	23
	SCHEDULE V: SPECIAL CONDITIONS OF CONTRACT	25
5.1	DEFINITIONS	25
5.2	ABBREVIATIONS AND ACRONYMS	25
5.3	PARTIES TO THE CONTRACT	26
5.4	CONTRACT DOCUMENT	26
5.5	LIQUIDATED DAMAGES CLAUSE	27
5.6	PAYMENT TERMS	27
5.7	SUBCONTRACTING	28
5.8	CHANGE CONTROL BOARD	28
	SCHEDULE VI ANNEXURES	29
	ANNEXURE I PRE-BID QUERY FORMAT	30
	ANNEXURE II TENDER ACCEPTANCE LETTER	31
	ANNEXURE III FINANCIAL BID FORMAT	32
	ANNEXURE IV	33

	FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY	
	ANNEXURE V CONTRACT FORM	34
	ANNEXURE-VI GUIDELINES ISSUED BY MINISTRY OF DEFENCE IN THE YEAR 2020	35
	ANNEXURE VII CONCEPT NOTE AND INTRODUCTION TO THE BUREAU AND ITS KEY ACTIVITIES	42
	ANNEXURE VIII GIST OF THE PROVISIONS OF RULE 144 (XI) OF GENERAL FINANCIAL RULES 2017	47
	ANNEXURE IX DECLARATION REGARDING BLACKLISTING, LITIGATION AND CRIMINAL OFFENCE ETC. ON LETTERHEAD OF THE BIDDER	48
	ANNEXURE X DECLARATION REGARDING TERMINATION OF PREVIOUS CONTRACT AND CONFLICT OF INTEREST	49
	ANNEXURE XI DECLARATION FOR ABIDING BY THE CODE OF INTEGRITY IN PUBLIC PROCUREMENT (CIPP)	50
	ANNEXURE XII INTEGRITY PACT	51
	SCHEDULE VII GENERAL CONDITIONS OF CONTRACT	53
1.1	DEFINED TERMS	53
2	THE CONTRACT	54
2.1	INTERPRETATION AND GENERAL MATTERS	54
2.2	MODIFICATION/ AMENDMENT, WAIVERS AND FORBEARANCES	55
2.3	WAIVERS AND FORBEARANCE	55
2.4	PARTIES	55
3 & 3.1	GOVERNING LAWS AND JURISDICTION	55
3.2	LABOUR LAWS AND RELATED OBLIGATIONS	55
4 & 4.1	COMMUNICATIONS	56
4.2	PERSON SIGNING THE COMMUNICATIONS	56
4.3	ADDRESS OF THE PARTIES FOR SENDING COMMUNICATIONS BY THE OTHER PARTY	56
5	CONTRACTOR'S OBLIGATIONS AND RESTRICTIONS ON ITS RIGHTS	56
5.1	CHANGES IN CONTRACTOR'S BUSINESS	56
5.2	OBLIGATION TO MAINTAIN ELIGIBILITY AND QUALIFICATIONS	56
5.3	RESTRICTION ON POTENTIAL CONFLICT OF INTERESTS	57
5.4	CONSEQUENCE OF BREACH BY CONSTITUENTS OF A CONTRACTOR	57
5.5	OBLIGATION TO INDEMNIFY THE BUREAU	57
5.6	CONFIDENTIALITY, SECRECY AND IPR RIGHTS	57
5.7	PERFORMANCE BOND/ SECURITY	58
5.8	INSURANCES	58
5.9	PERMITS, APPROVALS AND LICENSES	59
6 & 6.1	SCOPE OF SERVICES	59
6.2	OPTION CLAUSE FOR EXTENSION OF THE CONTRACT PERIOD	59
7	PERFORMANCE STANDARDS AND QUALITY ASSURANCE	59
7.1	PERFORMANCE STANDARDS	59
7.2	QUALITY CONTROL AND DEFECT LIABILITY	59
8	DEPLOYMENT OF RESOURCES	59
8.1	SECURITY ARRANGEMENTS	59
8.2	CLEARANCE OF SITE ON COMPLETION	60
8.3	KEY PERSONNEL	60
8.4	REMOVAL OF PERSONNEL ON ORDERS OF AUTHORISED OFFICER	60
8.5	SAFETY ISSUES	60
9	DELIVERY OF SERVICES AND DELAYS	60
9.1	WORKS PROGRAMME	60
9.2	COMPLIANCE TO AUTHORISED OFFICER'S INSTRUCTIONS	60

9.3	COMMENCEMENT OF SERVICES	61
9.4	TIME FOR DELIVERY OF SERVICES AND EXTENSIONS THEREOF	61
9.5	EXTENSION FOR DELAY NOT DUE TO EITHER THE BUREAU OR CONTRACTOR	61
9.6	EXTENSION FOR DELAY DUE TO THE BUREAU	61
9.7	EXTENSION OF TIME FOR DELAY DUE TO CONTRACTOR	61
10	SUSPENSION OF SERVICES	62
10.1	SUSPENSION ORDERED BY AUTHORISED OFFICER	62
10.2	EXTENSION OF TIME AND COMPENSATION	62
10.3	FORCE MAJEURE	62
11	PRICES AND PAYMENTS	62
11.1	PRICES	62
11.2	TAXES AND DUTIES	62
11.3	TERMS AND MODE OF PAYMENT	63
11.4	FINAL PAYMENT	64
11.5	PAYMENT AGAINST TIME BARRED CLAIMS	64
11.6	SIGNING OF "NO CLAIM" CERTIFICATE	64
12	RESOLUTION OF DISPUTES	64
12.1	SETTLEMENT OF DISPUTES:	64
13	CONDITIONS OF GCC AND OTHER CONTRACT DOCUMENTS	64
14	DEFAULTS, BREACHES, TERMINATION, AND CLOSURE OF CONTRACT	64
14.1	TERMINATION DUE TO BREACH, DEFAULT, AND INSOLVENCY	64
14.2	TERMINATION FOR CONVENIENCE AND FRUSTRATION	65
14.3	CLOSURE OF CONTRACT	66
15	CODE OF INTEGRITY IN PUBLIC PROCUREMENT AND SERIOUS MISDEMEANOURS	66
15.1	CODE OF INTEGRITY	66
15.2	OBLIGATIONS FOR PROACTIVE DISCLOSURES	66
15.3	RESTRICTION ON POTENTIAL CONFLICT OF INTERESTS	67
15.4	SERIOUS MISDEMEANOURS	67
15.5	PENALTIES	67

DISCLAIMER

1. The information contained in this Request for Proposal (RFP) is for engagement of agency for conceptualizing, fabricating and displaying a Tableau during Republic Day Parade of India 2022
2. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation agreed between the Bureau and any contractor as identified by the Bureau, after completion of the selection process as detailed in this document.
3. No contractual obligation whatsoever shall arise from the tendering process unless and until a formal agreement is executed between the Bureau, through its duly authorised officer and the successful bidder (the bidder whose bid has been accepted by the Bureau).
4. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct their own study or investigations and analysis and should check the completeness of the information in this RFP and where necessary obtain independent advice. The Bureau shall not incur any liability, whatsoever, with regard to the completeness of the information contained in the RFP that the bidder may require for submission of the bid. The Bureau reserves the right to amend any condition of the RFP through publication of a Corrigendum, besides rejection of any or all the bids received, if the Competent Authority of the Bureau decides so.
5. The Bureau may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such revisions to the RFP or amended RFP, if any, will be made available on website the Bureau and Central Public Procurement (CPP) Portal.
6. The Bureau will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that the Bureau is bound to select a bidder or to appoint the selected bidder, as the case may be, for the services and the Bureau reserves the right to accept or reject any or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. The Bureau also reserves the right to withhold or withdraw or even cancel the process at any stage with intimation to all who submitted bids.

NOTICE OF REQUEST FOR PROPOSAL

1. Bureau of Indian Standards (The Bureau) is the National Standards Body of India under the aegis of Ministry of Consumer Affairs, Food and Public Distribution established under Bureau of Indian Standards Act 2016.
2. The Bureau invites proposals under two bid system comprising technical and financial bids from eligible and qualified bidders on or before the scheduled bid submission closing date and time, through the CPP Portal (<https://eprocure.gov.in/eprocure/app> portal) for entering into contract for delivery of services as detailed in this RFP document (Ref No. PRD/Tableau (2021-22)).
3. The Bureau is completing 75 years of its existence and serving the nation through Standardization, Conformity Assessment and other significant activities. As a part of celebrating this proud occasion, it has been decided that the Bureau may make a proposal to have its Tableau during Republic Day Parade of India 2022. To achieve this objective, the Bureau intends to engage an experienced agency capable of conceptualizing, fabricating and displaying a Tableau of the Bureau during Republic Day Parade 2022. Online proposals are invited in two **bid** system (**Technical Bid** and **Financial Bid**) from reputed, eligible and qualified agencies for the same. The agency must be capable of showcasing through the Tableau the milestones achieved by the Bureau through its key activities, in its journey from establishment, till date. The brief details of RFP are given below:

1)	Eligibility Criteria	As per para 3.1 of the RFP
2)	Estimated Value	Rs 70,00,000
3)	Validity of the Contract	Till the actual fabrication and presentation of the Tableau during the Republic Day Parade 2022 and associated works.
4)	Availability of the RFP document	(a) CPP Portal www.eprocure.gov.in (b) Website of the Bureau www.bis.gov.in (for reference only)
5)	Mode of submission	Online only
6)	Bid system and Envelope	Two bid system (Technical and Financial bids in two separate envelopes)
7)	EMD	Bid Security Declaration to be submitted in the prescribed format in lieu of EMD
8)	Performance Security	3% of the total contract value
9)	Validity of bids	90 days from the date of submission of the bids
10)	Cost of the RFP	Nil

4. The Bureau reserves the right to accept the whole, or part of or reject any or all bids without assigning any reasons and to select the bidder(s) who best meet the interest of the Bureau.

Critical Date Sheet

Sl.No.	Event	Date or Place
i.	Date of uploading RFP on Central Public Procurement Portal	12 Aug, 2021
ii.	Document Download Start Date	12 Aug, 2021
iii.	Document Download Closing Date	02 Sept, 2021
iv.	Clarification Start Date	19 Aug, 2021
v.	Clarification End Date	22 Aug, 2021
vi.	Pre-Bid Meeting	23 Aug, 2021 at 1100 hrs, (Virtual/Physical)
vii.	Bid Submission Start Date	13 Aug, 2021 at 1100 hrs.
viii.	Bid Submission End Date	02 Sept, 2021 at 1600 hrs.
ix.	Opening of Technical Bids	03 Sept, 2021 at 1600 hrs.
x.	Presentations by Eligible Bidders	To be intimated later to pre-qualified bidders.
xi.	Opening of Financial Bids of Technically Qualifying Bidders	To be opened later, date of which will be communicated to “technically qualified bidders”.

SCHEDULE – I INFORMATION TO BIDDERS

1.1 Bidders must read the full RFP.

1.2 DEFINITIONS

Definitions which have been used in the RFP document, shall have the meanings as given in General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

1.3 PROCEDURE OF ONLINE BID SUBMISSION

1.3.1 ONLINE BID SUBMISSION

- i. The complete Bid containing Technical Bid and Financial Bid in separate envelopes will be received **online through the Central Public Procurement Portal (CPP Portal) (www.eprocure.gov.in) only.**
- ii. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.
- iii. Bidder should be responsible for registering his company at Central Public Procurement Portal and seeking all necessary approvals required to upload the bid.
- iv. The Bureau reserves the right to amend the document, tentative schedule and critical dates. It is the sole responsibility of prospective bidders to go through Central Public Procurement Portal or the Bureau Website from time to time for any updated information.

1.3.2 REGISTRATION ON CPP PORTAL

- i. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify or nCode or eMudhra etc.), with their profile.
- v. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- vi. Bidder then logs in to the site through the secured log-in by entering their user ID or password and the password of the DSC or e-Token.

1.3.3 SEARCHING FOR THE RFP DOCUMENT

- i. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the

- bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- ii. Once the bidders have selected the tenders they are interested in, they may download the required documents or tender Annexes. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS or e-mail in case there is any corrigendum issued to the RFP.
 - iii. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification or help from the Helpdesk.

1.3.4 PREPARATION OF BIDS

- i. Bidder should consider any corrigendum published on the RFP before submitting their bids.
- ii. Please go through the tender advertisement and the RFP carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in RFP or Annex and generally, they can be in PDF or XLS or RAR or DWF or JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

1.3.5 SUBMISSION OF BIDS

- i. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the RFP.
- iii. Bidder should submit a Bid Security Declaration in the prescribed format as per the instructions specified in the RFP.
- iv. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been asked by the Bureau to be quoted as a standard BoQ format in the RFP, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it, enable Macro in the excel sheet and complete the coloured unprotected cells with their respective financial quotes and other details such as name of the bidder. No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- v. The server time which is displayed on the bidders' dashboard will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vi. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers or bid openers public keys. Overall, the uploaded RFP becomes readable only after the tender opening by the authorized bid openers.
- vii. The uploaded RFP becomes readable only after the tender opening by the authorized bid openers.
- viii. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- ix. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

1.3.6 ASSISTANCE TO BIDDERS

- i. Any queries relating to the RFP and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender through CPP portal.
- ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Nos. 0120-4200462, 0120-4001002.

1.4 COST OF BID PREPARATION AND SUBMISSION

The bidder shall bear all costs associated with the preparation and submission of its Bid. The Bureau shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.

1.5 LANGUAGE OF BID

The language of the Bid shall be in English or Hindi and all correspondence, etc. shall conform to the English or Hindi language. In case of any dispute, English version will prevail over Hindi version.

1.6 PRE-BID MEETING

A pre-bid meeting will be held on the date and time as given in the date sheet through VC virtual or physical mode, which will be communicated through the Bureau website to prospective bidders. Bidders may send their query in the format given in Annexure I upto two days prior to the pre-bid meeting. The queries shall be addressed in the meeting and if need is felt, necessary corrigenda may be issued by the Bureau and extension of time may be allowed. No query shall be addressed thereafter.

1.7 TECHNICAL BID ENVELOPE

i. The technical bid envelope shall contain the following checklist along with Information or Documents as mentioned below. The checklist must be signed and sealed by the bidder.

Checklist

Particulars	To be filled by Bidder			
1. Name of the Bidder				
2. Whether brief profile of the contractor is enclosed (Max 2-3 pages)				
3. Address of the Bidder	Tel.		Fax.	
4. Year of establishment				
5. Index of all documents listed at para 3.1	Whether enclosed-YES NO			
6.All documents listed at para 3.1 in the same sequence as of the index	Whether enclosed-YES/NO			
7. Bid Security Declaration (BSD) in the format given at para 1.9	Whether enclosed-YES/NO			
8. Duly signed Tender Acceptance Letter (Refer Annexure II)	Whether enclosed-YES/NO			
9. Power of Attorney or Board Resolution executed in favour of the signatory of the bid. In case of entities other than company or firm or LLP, authorisation from the Chief Executive on letterhead may be submitted.	Whether enclosed-YES/NO			
10. Undertaking as per para 2.4 (iii) (12) of the RFP (Regarding fabrication of multiple Tableaux)	Whether enclosed-YES/NO			
11. Name, Designation and address of the officer to whom all references shall be made regarding this RFP.	Tel:	Mobile:	Fax:	Email:

- ii. It may be noted that Bid Security Declaration BSD shall be enclosed with technical bid only. The BSD must not be enclosed with financial bid. If the BSD is not found enclosed with the technical bid, the bid shall be summary rejected.
- iii. The Bureau reserves the right to solicit additional information from bidders.

1.8 FINANCIAL BID ENVELOPE

i. The financial bid envelope shall contain financial bid in the format given in Annexure III and shall not contain any further technical details and no conditions.

ii. The bidder shall quote a total cost in INR only.

iii. The bidder has to ensure that the above bid amount quoted is inclusive of all manpower support required for the project execution and continuous support during the entire contract period.

iv. If there is a discrepancy between words and figures, the amount in words shall prevail,

1.9 BID SECURITY DECLARATION

- i. A Bid Security Declaration (BSD) shall be submitted by the bidder in the format given below in the letter head:

“We,(name and address of the bidder) accept that if we withdraw or modify our bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or fail to submit a performance security before the deadline defined in the Tender document or RFP or Letter of Acceptance or Work Order, or if any of our acts are observed as violation of the Terms and Conditions of the RFP and amendments issued thereto subsequently; by the Bureau, we will be suspended for the period of five years from being eligible to submit Bids or Proposals for contracts with the Bureau.”

- ii. BSD should be submitted along with Technical Bid only.
- iii. BSD of the unsuccessful bidders shall cease to be valid after expiry of the final bid validity and latest on or before the 30 days after the award of the contract.
- iv. The BSD shall remain valid for a period of forty-five days beyond the final bid validity period.
- v. If BSD is invoked for any reason, the concerned bidder shall be debarred from participation in the RFPs or tenders floated by the Bureau in future for 5 years and the fact shall be displayed on the Bureau’s website and intimated to CPP Portal.

1.10 PERFORMANCE SECURITY

- i. The successful bidder shall submit a Performance Security equivalent to 3% of the total contract value as per the contract in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank (in the format prescribed at Annexure IV) or online payment in an acceptable form; in favour of the Bureau, New Delhi within 7 days from the issuance of the Letter of Acceptance. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor. For the purpose of online payment of Performance Security, the bank details of the Bureau are as follows:
 - Canara Bank, Bureau of Indian Standards, 9 Bahadur Shah Zafar Marg, New Delhi.
 - IFSC or NEFT Code: CNRB0019084, Account No.: 90841010000018, PAN No. AAATB0431G, GST No.: 07AAATB0431G1ZD
- ii. Performance security would be returned only after successful completion of job assigned to them after adjusting or recovering any dues recoverable or payable from or by the Contractor on any account under the contract.

1.11 PERIOD OF CONTRACT

The Contract shall remain valid till the completion of all contractual obligations as per the Terms of Reference of this RFP viz. actual fabrication and presentation of the Tableau during the Republic Day Parade 2022, and associated works [like dismantling of the tableau and safe disposal of the waste generated (if any) etc.]

1.12 EXECUTION OF CONTRACT DOCUMENT

The successful bidder after deposit of performance security, is required to execute an Agreement as per Annexure V of this RFP on a stamp paper of Rs.100/-(to be purchased at New Delhi). The Agreement should be signed within **7 days** from the date of issue of Letter of Acceptance of the Bid by the Bureau. It shall be incumbent on the successful Bidder to pay stamp duty, legal and statutory charges for the Agreement, as applicable on the date of the execution.

1.13 AMENDMENT

At any time before the submission of bids, the Bureau may amend the RFP document by issuing an addendum or corrigendum in writing or by announcing it through e-procurement portal and its website. The addendum or corrigendum shall be binding on all the bidders. To allow the bidder reasonable time in which to take an amendment into account in their bids, the Bureau may, if the amendment is substantial, extend the deadline for the submission of bid.

1.14 CONFLICT OF INTEREST

1.14.1 During Bidding Process

i. A participant in this Tender Process shall be considered to have a conflict of interest with one or more participants in this Tender Process, if:

- (a) They have controlling partner (s) in common; or
- (b) They receive or have received any direct or indirect subsidy or financial stake from any of them; or
- (c) They have the same legal representative or agent for purposes of this Bid; or
- (d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another bidder; or
- (e) they participate in more than one Bid in this tender process. Participation in any capacity by a bidder (including participation of a bidder as sub-contractor in another bid or vice-versa) in more than one Bid shall result in the disqualification of all bids in which the parties are involved. However, this does not limit the participation of a firm as a sub-contractor in more than one bid, if subcontracting is specifically allowed in the tender document: or
- (f) a bidder or any of its affiliates was associated as a consultant or in any other capacity in the preparation of the Detailed Project Report or feasibility report or Terms of Reference (ToR) or Schedule of Requirements of the Service Assignment that is the subject of the Bid;
- (g) In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership or management, only one unit should quote. Similar restrictions shall apply to closely related sister companies.
- (h) Bidder's sister or Associated or Allied concern(s) participating or applying against the same tender, shall lead to disqualification of bidders. Sister or Associated or Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director or Partner or Member or Owner.

iii. Bidders must proactively declare in their bids such sister or allied or associated companies and holding or common business ownership or management in same or similar line of business or any other situations as mentioned above.

1.14.2 During Contract Execution

- i. The Contractor shall hold the Bureau's interest's paramount at all times, strictly avoid conflicts with other assignment or jobs or their own corporate interest and act without any consideration for future work.
- ii. The contractor has an obligation to disclose to the Bureau any situation of actual or potential conflict that impacts its/his capacity to serve the best interest of the Bureau. Failure to disclose such situations may lead to the disqualification of the contractor or termination of his contract during execution of the assignment
- iv. Without limitation on the generality of the foregoing, Contractor, and any of their affiliates, shall be considered to have a conflict of interest and shall not be appointed, under any of the circumstances set forth below:
 - (a) A Contractor including its affiliates shall not be hired for any assignment or job that, by nature, may be in conflict with another assignment or job of the Contractor to be executed for the same or for another Employer.
 - (b) A Contractor that has a business or family relationship with a member of the Bureau staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bureau throughout the selection process and the execution of the Contract. Contractor have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bureau, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the Contractor fails to disclose said situations and if the Bureau comes to know about any such situation at any time, it may lead to the disqualification of the Contractor during bidding process or the termination of its contract during execution of the assignment.

1.15 CONDITIONAL BIDS

Conditional bids shall be rejected. Bids not fulfilling any of the stipulations and or gives evasive information/ reply against any such stipulations, shall be liable to be ignored and rejected. Bids submitted by any other means than those specified in RFP shall be ignored.

SCHEDULE – II-TERMS OF REFERENCE

2.1 Guidelines of Ministry of Defence

A gist of the relevant guidelines issued by the Ministry of Defence last year (i.e. 2020, for Republic Day parade 2021) for selection of the Tableau is given in Annexure VI. Bidders are advised to go through the same thoroughly to understand the requirements indicated therein so as to ensure that the guidelines are adhered to, for preparation of the concepts and sketches, 3D model, followed by actual execution and presentation of the Tableau during the parade. The guidelines to be issued in 2021 (i.e. for Republic Day Parade 2022) are expected in the month of July 2021. The selected bidder must regularly visit the website of Ministry of Defence to ensure that any changed requirements or updates are taken care of.

2.2 Concept Note of the activities of the Bureau

The bidders are further requested to ensure thorough understanding about the Bureau such as its coming into existence, developments thereafter, its functions, milestones achieved etc. as per the information given in the Concept Note in Annexure VII.

2.3 The theme for the Bureau's Tableau is "BIS- In service of the nation since 1947."

2.4 Tasks to be carried out by the bidder

i. Entire task shall be carried out on **TURN KEY BASIS**. Bidders are to quote the rates which shall be inclusive of all the charges i.e. conceptualization, sketches' preparation, 3D model preparation, fabrication, arrangement of artists, music, any transportation, commutation and other requirements based on finally approved concept related to the Tableau preparation and finalisation along with making required modifications, desired minor or major changes at any stage from conceptualization to participation of physical Tableau of the Bureau in Republic Day parade 2022 as per the requirements of the Bureau or Expert Committee of Ministry of Defence (MoD) or any other job which may have direct or indirect bearing with the fabrication and presentation of the Tableau. The contractor will bear all costs associated with the said job.

ii. The contractor shall have to nominate **an authorised person who would be a single point of contact (SPOC) between the Bureau and the contractor**. In case the contractor is based outside Delhi or NCR, the SPOC shall be based in Delhi or NCR to ensure satisfactory time-bound fulfilment and execution of contractual obligations.

iii. Entire task will have three stages as detailed below:

Stage 1: Submission of sketches or designs

- 1) After the successful bidder has been selected, the contractor may be asked to modify the sketches or designs submitted by the contractor during presentation as part of technical evaluation or prepare sketches afresh in accordance with the inputs of the Bureau for onward submission to Expert Committee of MoD for consideration to qualify for next stage. The contractor shall be bound to carry out all the necessary modification when so required by the Bureau or MoD. The designs in virtual reality on pen-drive or CD showing the various components displayed from different angles must be part of the submission.

Stage 2: Submission of the 3D Model

- 2) After the sketch or design submitted by the contractor and accepted by the Bureau is approved by the Expert Committee of MoD, the contractor will have to prepare a Three-Dimensional Model of the same on the lines of suggestions of Expert Committee of MoD for further

submission. Points from the guidelines issued by MOD must be considered and adhered to while developing the 3D Model.

Stage 3: Actual execution or Fabrication & Presentation of the Tableau:

- 3) After approval of the 3D model by the Expert Committee, the contractor shall carry out the fabrication and presentation of the tableau in accordance with the guidelines indicated in the RFP and latest guidelines issued by MoD in this regard.
- 4) As soon as the 3D model is selected at MoD, the contractor shall submit a detailed Plan and Works Programme describing each step for the execution of the task and get the same approved by the Bureau.
- 5) The contractor may be called by the Bureau (virtually or physically) to justify and explain the concept or design etc. to the authorised officers of the Bureau or to the Expert Committee as many times as may be deemed appropriate by the Bureau. Non-attendance by the contractor or his authorised representative, shall be treated as breach of the contract and will be dealt with accordingly.
- 6) The Contractor will have to carry out modifications as per the instructions of the Expert Committee or the Bureau and must be prepared to add or incorporate any change in any of the elements of the Tableau as per the instructions of the Expert Committee or the Bureau till the final presentation, without any extra payment.
- 7) The SPOC personnel of the contractor shall report each step's development to the Bureau. The contractor or the SPOC shall work in close coordination with the authorised officers of the Bureau.
- 8) The contractor has to extend utmost cooperation to the team of MoD responsible for the arrangements on the Parade ground and the contractor shall abide by all instructions received from such team and shall not cause any kind of obstruction for other tableaux etc.
- 9) Necessary arrangements for sound system may also be kept. Creation of suitable or appropriate lyrics; composing of music; arrangement of artists (if required) and actual pre-recording of music for use in Tableau will be responsibility of the contractor. Choreographers, sound systems and necessary vehicles for the fabrication will be arranged by the contractor and the same may be co-ordinated with MoD. The Bureau shall have no responsibility to arrange the same under any circumstances.
- 10) Manpower like carpenters, technicians, tableau artists etc. are to be supplied by the contractor and all formalities for all such manpower such as police verification etc. is to be got done by the contractor and the Bureau shall have no responsibility on this account.
- 11) The contractor shall return the trailer and the tractor to the authorised officers of the MoD without any damage. In case any damage is pointed out by the MoD, the cost towards making good the same shall have to be borne by the contractor. Contractor shall dismantle or take back or dispose off all the material and items used in fabrication of the Tableau after the Parade is over. However, the Bureau shall have right to keep any of the models for its use. The rates shall be quoted after adjustment of salvage value. While disposing any items, the contractor shall abide by all applicable laws governing disposal of waste items. Any demurrage charges, if levied by the MoD, shall be borne by the contractor only.
- 12) As per the requirement of MoD, the bidder shall provide an undertaking that on its being selected as the implementing bidder for the Bureau, it shall:
 - (a) not be involved in designing or fabricating any other Tableau for any other State or Ministry etc.

OR

- (b) ensure that the tableaux for other States or Ministries etc. shall be designed or fabricated by it in such a manner so that it maintains quality and **avoid monotony** in the Parade.

The bidder must submit the undertaking after striking out either (a) or (b) at the option of the bidder.

13) The Designs, Sketches, Models, write ups etc. submitted by the contractor shall become sole property of the Bureau. Copyright of all the works related to the development of Tableau, at every stage, shall vest with Bureau and it would have exclusive rights on the award won at Republic Day Parade 2022, if any.

14) The bidder has to quote the rate for making the Sketch or Sketches and 3-D Model in the scale or specifications as mentioned in the latest guidelines of the Ministry of Defence.

2.5 Schedule for completion of tasks.

The timelines indicated below shall remain essence of the contract till the completion of the task:

Sl No.	Milestones	Timeline
1	Submission of the final sketches or designs in physical as well as in digital form i.e in virtual reality on pen-drive or CD showing the various components displayed from different angles to the Bureau for onward submission to the Expert Committee (Stage 1)	At least 10 days prior to the last date of submission of the Sketch to the Expert Committee
2	Submission of the final 3D Model to the Bureau for onward submission to the Expert Committee (Stage 2)	At least 10 days prior to the last date of submission of the 3D Model to the Expert Committee
3	Requirements as intimated by the Expert Committee	At the earliest maximum upto three days or the time-limit given by the Expert Committee whichever is earlier
4	Ensuring completeness of the preparation of Fabrication of the Tableau for the Republic Day Parade 2022 (Stage 3)	1 Day prior to the Full Dress Rehearsal for Republic Day Parade

2.6 The Support or Inputs to be provided by the Bureau

It may be noted that the Bureau through this RFP intends to engage a contractor who has not only to suggest and successfully submit the concept or sketch or design of the tableau but also to ensure successful execution of the task i.e. fabrication and presentation of the tableau and taking part in the Republic Day Parade 2022. The entire task indicated in this RFP is to be done on turnkey basis which means the entire accountability, responsibility and liability for the successful completion of the task right from suggesting the concept or sketch to actual fabrication of the tableau and taking part in the parade lies with the contractor and the Bureau shall not be accountable for any default in this regard and the lump sum rates quoted by the bidder in the financial bid shall cover all aspects of the work which have direct or indirect bearing with the task and the bidder shall not be entitled to any other amounts whatsoever. The Bureau disclaims any accountability or responsibility except what has been indicated in this section.

- 1) The Bureau shall suggest necessary modifications in the sketch or design or 3D Model submitted by the contractor in timely manner, as deemed appropriate by the Bureau.
- 2) The Bureau shall ensure release of the timely payments as per the payment schedule given in this RFP.
- 3) The Bureau shall have absolute right to suggest the quality, inputs, aesthetic creative and technology driven delivery of the final service i.e. fabrication of the Tableau in the interest of the work. The bidder shall be bound to carry out all such modifications suggested.

Schedule III-ELIGIBILITY & PREQUALIFICATION CRITERIA

3.1 Prequalification Criteria

i. The invitation to proposal is open to all bidders who qualify the Pre-qualification criteria as given below:

Sl.No.	Criteria	Supporting document
1)	Bidder should be a natural person or private entity or public entity (legally and financial autonomous Government owned enterprises). Joint Venture or Consortium is not permitted.	Self-attested copy of Certificate of Incorporation of the company. OR Self-attested copy of Certificate of Registration OR Self-attested copy of Bye-Laws for Public Entities
2)	The Bidder should have successfully provided at least 2 Tableaux during the last five years (26 January 2017 onwards) in Republic Day Parade of India for Central Government, State Govt., Union Territory, Autonomous Body or PSU of the value of minimum Rs. 30 Lacs (Rupees Thirty Lacs) each.	(a) Self-attested copies of the work order along with the completion certificates for at least two such tableaux. (b) The bidder shall also provide list containing details of all tableaux executed from 26 January 2017 onwards along with the details of the client Department and award (mentioning 1 st , 2 nd or 3 rd) received from the Government for each Tableau, if any.
3)	Compliance of Rule 144 (xi) of General Financial Rules and Orders issued thereunder: Any bidders from such countries which share land border with India will be eligible to bid only if the bidder is registered with the Competent Authority as specified by the Government of India. A gist of the relevant clauses of the said rule and orders are given in Annexure VIII which may be referred to. However, the bidders must check Rule 144 (xi) of GFR and Orders issued thereunder to be sure about their eligibility. In case the bidder is from such country, the evidence of valid registration must be submitted along with the above certificate.	Certificate to the effect confirming compliance of Rule 144 (xi) of General Financial Rules on the letter head in the following format “I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.” In case of agencies registered with the Competent Authority, a valid registration Certificate shall be enclosed.
4)	Only Class I & Class II Local Suppliers as defined in the Public Procurement (Preference to ‘Make in India’) Order shall be eligible to bid and Non-Local Suppliers shall not be eligible to bid. Bidders must visit the website of Department for Promotion of Industry & Internal Trade (DPIIT), Government of India to be aware of the updated rule position. Minimum Local Content – The ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 50%. For Class-II local supplier’, the minimum ‘local content’ requirement is 20%.	Certificate as per para 9 (a) of Public Procurement (Preference to Make in India) Order 2017 (latest being dated 16.09.2020*).
5)	(a) The bidder should have annual turnover of Rupees 1 crore each during last 3 financial years (FY 17-18, FY 18-19, FY 19-20) from event management activities. (b) In case of Micro and Small Enterprises (MSEs) and Start-ups, the turnover	(a) Self-attested copy of audited Profit & Loss Account (P&L); OR Certificate from the statutory auditor or Chartered Accountant. In case, the P&L A/c does not depict specifically the turnover from event management activities separately, a certificate from

	requirement will be Rs.75 lakhs during each of last 3 FYs. Bidders may note that Turnover is not being required for the FY 20-21 to enable maximum bidders to participate in the tendering process as several businesses were adversely impacted due to spread of the Covid-19 pandemic.	statutory auditor or Chartered Accountant depicting the same may be submitted. (b) Self-attested valid certificate of registration as Micro and Small Enterprise (MSE) or Start-up from appropriate authority.
6)	It should be registered with the Goods & Services Tax (GST) Authorities and hold a valid PAN.	Self-attested copy of Goods & Services Tax Registration certificate If opted for Composition Scheme, the same may be indicated. Self-attested copy of PAN card.
7)	It should not have been blacklisted, should not have been found guilty of any criminal offence by any Court of law.	Undertaking on letter head in the format given at Annexure IX
8)	It should not have its previous contract terminated by the Procuring Organisation; should not have a conflict on interest which substantially affects fair competition	Undertaking on letter head in the format given at Annexure X
9)	It must comply with the Code of Integrity in Public Procurement (CIPP)	Undertaking on letter head in the format given at Annexure XI
10)	It must submit the signed and stamped Integrity Pact (IP)	Integrity Pact in the format given at Annexure XII

*can be found at link

<https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf>

ii. The criteria mentioned above will constitute the preliminary scrutiny and only those bidders complying with the same will be eligible for technical evaluation.

iii. If a bidder furnishes wrong or misleading data, statement(s) etc. about technical acceptability of the Services offered by it, its Bid shall be liable to be ignored and rejected in addition to other remedies available to the Bureau in this regard.

3.2 CRITERIA FOR TECHNICAL EVALUATION

i. Those bidders who pre-qualify based on the documents submitted by them as per the requirements given at para 3.1 above, would be eligible for consideration of technical evaluation as per the following criteria:

Sl. No.	Particulars	Criteria	Maximum marks	Marks
1	Average Annual Turnover during 2017-18, 2018-19 and 2019-20 from event management activities (based on the Profit & Loss Account or Certificate required at Sl No. 5 of para 3.1)	Rs. 1 crore to less than Rs. 2 crore	10	5
		For MSE or Start-ups Rs. 75 lakh to less than Rs. 1.5 crore		10
		Rs. 2 crore or more For MSE or Start-ups Rs.1.5 crore or more		
2	Successful fabrication and Presentation of Tableau in Republic Day Parade during last five years (i.e. 26 January 2017 onwards) in Republic Day Parade of India for Central Government, State Govt. , Union Territory, Autonomous Body or PSU of the value of minimum Rs. 30 Lacs	2 numbers of Tableaux	15	5
		3 to 4 numbers of Tableaux		10
		5 or more numbers of Tableaux		15

	(Rupees Thirty Lacs) each (Based on the information at SI No. 2 of para 3.1)			
3	Number of Tableaux participated in Republic Day Parade (from 26 January 2017 onwards) which received award from the Government (Based on the information at SI No. 2 of para 3.1)	Each 3 rd award received	30	7.5
		Each 2 nd award received		10
		Each 1 st award received		15
Total			55	
Assessment of the Capability of the bidders through presentation				
5	Thorough understanding of the Bureau including its functions, various schemes being implemented, milestones achieved, present status and the theme for the event.		15	
7	Soundness and innovativeness of the concept or design or sketches proposed as per the guidelines of MoD		30	
Total			45	
Grand Total			100	

ii. Bidders with 50 marks or above only shall be eligible for further evaluation.

iii. Bidder shall submit maximum upto three Concepts and Sketches and a brief write-up highlighting the various aspects of the same at the time of presentation. The details are required to be submitted in physical form during presentation. The bidder may consider submitting the same in digital form showing the various components displayed from different angles.

Schedule IV EVALUATION OF BIDS

4.1 Evaluation of bids shall be based only on the criteria or conditions included in the RFP. No other criteria or condition shall form the basis of this evaluation.

4.2 Evaluation of Prequalification

4.2.1 Preliminary Examination of Bids - Determining Responsiveness

A substantively responsive bid is one which is complete and conforms to essential and important terms, conditions, and requirements of the RFP document, without substantive deviation or reservation or infirmity. Only substantively responsive bids shall be considered for further evaluation. If a bid is not substantively responsive, it shall be considered as unresponsive, rejected, and not considered for further evaluation. The following are some of the important illustrative (not exhaustive) aspects, for which a bid shall be declared unresponsive and ignored:

- i. The bid is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.
- ii. Required BSD has not been provided.
- iii. The bidder is not eligible to participate in the bid as per laid down eligibility criteria;
- iv. The Services offered are not eligible as per the provision of this RFP.
- v. The bidder has quoted conditional bid or more than one bids or alternative bids.
- vi. The bid validity is shorter than the required period.
- vii. The bid departs from the essential requirements specified in the bidding document;
- viii. The bidder has not quoted for the entire services as specified in that schedule.
- ix. Non-submission or submission of illegible scanned copies of stipulated documents or declarations shall render the bid non-responsive. Also, in case discrepancies are observed between scanned uploaded documents and the copies or original documents submitted physically (if so required by the Bureau at any stage whether or not such requirement is mentioned in the

RFP) then the bid shall be declared as unresponsive. In case it is determined to be violation of Code of Integrity in Public Procurement or Integrity Pact, punitive actions shall also be taken.

4.2.2 Infirmary or Irregularity or Non-Conformity - Substantive or Minor

(1) If during evaluation, the Bureau finds any infirmity or irregularity or non-conformity in any Bid, it shall be considered as a substantive deviation as per following norm and the rest shall be considered as Minor deviation:

- (a) which affects in any substantive way the scope, quality, or performance standards of the Services;
- (b) which limits in any substantive way, inconsistent with the RFP Document, the Bureau's rights as procuring entity or the bidder's obligations under the Contract; or
- (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantively responsive Bids.

(2) Decision of the Bureau shall be final in this regard. Bids with substantive deviations shall be considered as unresponsive and shall be rejected and not evaluated further.

(3) The Bureau reserves the right to accept or reject bids with any minor deviations. Wherever necessary, the Bureau shall convey its observation as per sub- clause below, on such 'minor' issues to the bidder by registered or speed post or electronically etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that Bid shall be liable to be ignored.

4.2.3 Clarification of Bids and shortfall documents

i. During evaluation of Technical or Financial Bids, the Bureau may, at its discretion, but without any obligation to do so, ask the bidder for clarification of its Bid by a specified date. The clarification should be answered by the bidder within that specified date. The request for and the clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.

ii. The Bureau reserves its right to, but without any obligation to do so, to seek any shortfall information or documents only in case of historical documents which pre-existed at the time of the bid opening and which have not undergone change since then and does not grant any undue advantage to any bidder. There is a provision on the portal for requesting Short-fall documents from the bidders. The system allows to take the shortfall documents from any bidders only once after the technical bid opening.

4.2.4 Contacting the Bureau during evaluation

From the time of submission of tender to the time of awarding the Contract, no bidder shall contact the Bureau on any matter relating to the submitted Bid. If a bidder needs to contact the Bureau for any reason relating to this tender or its Bid, it should do so only in writing. Any effort by a bidder to influence

the Bureau during processing of bids, evaluation, Bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices, and shall result in the rejection of the bidders' Bid.

4.3 Technical Evaluation

Proposal with the highest technical marks (as allotted by the evaluation committee of the Bureau) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks.

$$S_t = 100 \times T/T_m;$$

where S_t is the technical score of the bidder proportional to their marks with reference to the highest technical marks, T_m is the marks awarded to Proposal getting highest technical score and T is the Technical score of the bidder under consideration

4.4 Financial Evaluation

Financial bid of only such bidders shall be opened who have been declared technically qualified in accordance with the process indicated at para 3.1 and 3.2 of this RFP.

The financial evaluation shall exclude taxes imposed under the Applicable Laws. The lowest financial proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other financial proposals will be determined using the following formula:

$$S_f = 100 \times F_m/F;$$

where S_f is the financial score of the bidder proportional to their financial proposal with reference to the lowest financial proposal, F_m is the lowest financial proposal, and F is the financial proposal of the bidder under consideration

4.5 Final Evaluation

- i. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the bidder shall be ranked in terms of the total score obtained. Proposals will finally be ranked in accordance with their combined technical (S_t) and financial (S_f) scores:
- ii. $S = S_t \times T_w + S_f \times F_w$ where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal that will be 0.70:0.30. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc.

4.6 Award of Contract

The Bureau will award the Contract to the bidder whose bid has been determined to be substantively responsive, eligible, qualified, technically suitable with quoted rates considered reasonable by the Bureau and who has been ranked H1 on final evaluation.

4.7 Right to accept any Bid and to reject any or all bids

The Bureau reserves the right to accept or reject any or all bids; cancel the tender process and reinvoke the bids at any time prior to the award of Contract, without thereby incurring any liability to the affected

bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Bureau's action.

Schedule V: Special Conditions of Contract

5.1 DEFINITIONS

- i. **“The Bureau”** shall mean the Bureau of Indian Standards established under Bureau of Indian Standards Act, 2016.
- ii. **“Competent Authority”** shall mean the Director General of the Bureau.
- iii. **‘Contractor’** shall mean selected bidder or implementing agency under this RFP.
- iv. **“Expert Committee”**- shall mean Expert Committee of Ministry of Defence constituted for the purpose of evaluating the proposals of Tableaux received from various States or UTs or Ministries or Departments etc.
- v. **“Head of the Procuring Organisation”** shall mean the Director General of the Bureau.
- vi. **“Letter of Acceptance”** shall mean the written communication to the successful bidder containing information that his bid has been accepted by the Competent Authority of the Bureau.
- vii. **“Notice of Award”** shall have the same meaning as for the words “Letter of Acceptance.”
- viii. **“Request for Proposal (RFP)”** shall mean a document issued by the Bureau), including any amendment thereto, that sets out the terms and conditions of the given procurement and includes the invitation to bid. A Standard (Model) Bidding Document is the standardised template to be used for preparing Bidding Documents after making suitable changes for specific procurement. The term ‘RFP’ shall have the same meaning for the purpose of the resultant contract through this invitation as for the words “Tender Document” or “Request for Proposal (RFP)” in the GCC or elsewhere in this document.
- ix. **“Successful bidder”** shall mean the bidder whose proposal has been selected and Letter of Acceptance has been issued by the Bureau for implementing the work defined in this RFP and amendment thereto.

5.2 ABBREVIATIONS AND ACRONYMS

<i>Abbreviation Acronym</i>	<i>or</i>	<i>Full Form</i>
EOI		Expression of Interest
RFP		Request for Proposal
BSD		Bid Security Declaration
PPP (MII)		Public Procurement (Preference to Make in India) Order
IPR		Intellectual Property Rights
CPP		Central Public Procurement
EMD		Earnest Money Deposit
GST		Goods & Service Tax
PAN		Permanent Account Number
MSEs		Micro and Small Enterprises
QCBS		Quality and Cost Based Selection
RTGS		Real-Time Gross Settlement
FDR		Fixed Deposit Receipt
NEFT		National Electronic Funds Transfer
IFSC		Indian Financial System Code

TAN	Tax Deduction and Collection Account Number
SLA	Service Level Agreement
SPOC	Single Point of Contact
PSU	Public Sector Undertaking
GFR	General Financial Rules
GCC	General Conditions of Contract
SCC	Special Conditions of Contract
INR	Indian Rupee
MoD	Ministry of Defence
DPIIT	Department for Promotion of Industry & Internal Trade, Ministry of Commerce & Industry
FY	Financial Year

5.3 PARTIES TO THE CONTRACT

The parties to the contract shall be the contractor, whose offer is accepted by the Bureau; and the Bureau. The person signing the offer or any other document forming the part of contract on behalf of other person shall be deemed to have due authority to bind such person as the case may be, in all matters pertaining to the contract. If it is found that the person concerned has no such authority, the Bureau may, without prejudice to any other civil or criminal remedies, terminate the contract and hold the signatory liable for all costs and damages for such termination.

5.4 CONTRACT DOCUMENT

5.4.1 The several Contract documents forming the Contract shall be taken as mutually explained to one party by the other, but in case of ambiguities or discrepancies the same shall be explained or interpreted and harmonized by the Competent Authority of the Bureau who shall issue to the Contractor necessary instruction thereon and whose decision shall be final and binding on the contractor; and in such event unless otherwise provided in the Contract the priority of the documents forming the contract shall be as follows:

- i. The Agreement (Contract Form in the format given in Annexure V)
- ii. Special Conditions of Contract
- iii. Minutes of pre-bid meeting, clarifications, if any
- iv. Tender Notice and RFP
- v. Letter of Acceptance
- vi. The General Conditions of Contract (GCC) annexed herewith
- vii. Any other correspondence exchanged between the parties in connection with the contract.

5.4.2 In case of conflict, provisions, the contract documents from (i) to (v) above shall prevail over those in GCC.

5.5 LIQUIDATED DAMAGES CLAUSE

In case of late services or no services on a specific activity as per the time-lines given at para 2.5 of the RFP or elsewhere in the RFP document, in which the Contractor fails to deliver the services within the period fixed for such delivery, the Contractor shall be liable to pay Liquidated Damages which will be imposed at the following rates:

- (a) **Stage 1:** 1% per day of the remuneration for Stage 1 (Remuneration for Stage 1 is 2% of contract value of the work) subject to maximum of 10% of the remuneration for Stage 1 (i.e. 0.2% of the contract value of the work).
- (b) **Stage 2:** 1% per day of the remuneration for Stage 2 (Remuneration for Stage 2 is 2% of contract value of the work) subject to maximum of 10% of the remuneration for Stage 2 (i.e. 0.2% of the contract value of the work)
- (c) **Stage 3:** 0.4% per day of remuneration for Stage 3 (Remuneration for Stage 3 is 96% of the contract value) subject to maximum of 10% of the remuneration for Stage 3 (i.e. 9.6% of the contract value of the work).
- (d) It shall be rightful for the Bureau to terminate the contract at any time after the above limits have reached or any time after the default or delay in supply of service occurs.

5.6 PAYMENT TERMS

- i. Save as otherwise provided in this RFP, the total cost of the Services payable is set forth as per the bidder's financial bid accepted by the Bureau. Payments under this contract shall not exceed the amount specified in Financial Bid. Payments, if any, shall be made subject to deductions of TDS (under Income Tax and Goods & Services Tax) and such other taxes as may be applicable from time to time.
- ii. The total lump sum price including GST quoted of financial bid shall be taken as contract value and all payments to contractor shall be made accordingly.
- iii. Payment to successful bidder shall be released as per the below milestones:

Sl No.	Stage	Milestones	Payment
1	1st	Approval of the final sketches or designs (in physical as well as in digital form i.e in virtual reality on pen-drive or CD showing the various components displayed from different angles) by the Bureau for onward submission to the Expert Committee	2% of the contract value
2	2 nd	Approval of the final 3D Model by the Bureau for onward submission to the Expert Committee	2% of the contract value
3		Approval of the final 3D Model by the Expert Committee	30% advance payment may be released to on receipt of such request from the contractor subject to submission of unconditional bank guarantee of the equivalent amount
4	3rd	After successful execution of the task Fabrication or Presentation of the Tableau	66% of the contract value

		during the Republic Day Parade 2022 and submission of bill thereof	
--	--	--	--

- iv. In case the sketch or design (1st stage) is not approved by the Expert Committee, the remuneration as per Sl. No. 1 of the above table (i.e. 2% of the contract value) shall only be paid to the contractor and the contractor shall not be eligible for any payments for next stages.
- v. Similarly, in case the 3D Model (2nd stage) is not approved by the Expert Committee, the remuneration as per Sl. No. 2 of the above table (i.e. 2% of the contract value) shall only be paid to the contractor and the contractor shall not be eligible for any payments for next stage.
- vi. The price must be quoted after adjustment or reduction of the salvage value of the material or items used.
- vii. The final payment shall be made on production of the:
 - (a) Tax Invoice
 - (b) The photographs taken during event.
 - (c) Successful completion certificate by the Bureau
- viii. The Bureau will not entertain any request regarding any sort of payment from anyone other than the contractor. The contractor shall be fully responsible for all claims made by any third party and shall also be responsible for all expenses incurred by the Bureau in any litigation initiated by any third party.
- ix. The time schedule will have to be strictly adhered to for commencement and completion of the project. Any delay will not be accepted, and penalties will be levied at the rate specified in the contract.
- x. In the eventuality of rejection by the Expert Committee any time between the 2nd Stage (after approval of the 3D Model) and completion of the 3rd Stage (displaying of the fabricated Tableau), the contractor may be compensated reasonably for the cost incurred towards the fabrication of the Tableau and associated expenses by the contractor; as may be deemed appropriate by the Bureau; subject to submission of the supporting documents by the contractor substantiating the requested amount of compensation. Payment of such compensation shall be purely at the discretion of the Bureau and the contractor shall not have any right to such claim.
- xi. All payments shall be made in INR only.

5.7 SUBCONTRACTING

Subcontracting shall not be allowed.

5.8 CHANGE CONTROL BOARD

To take care of any change in the requirement which is felt necessary for ensuring the intended objectives of the contract during the contract period, the Bureau will constitute a “Change Control Board.”. The decisions of this board (both technical as well as financial) shall be considered as final and binding on the contractor.

Schedule VI

Annexures

ANNEXURE NUMBER	PARTICULARS
I	PREBID QUERY FORMAT
II	TENDER ACCEPTANCE LETTER
III	FINANCIAL BID FORMAT
IV	FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY
V	CONTRACT FORM
VI	GUIDELINES ISSUED BY MINISTRY OF DEFENCE IN THE YEAR 2020
VII	CONCEPT NOTE AND INTRODUCTION TO THE BUREAU AND ITS KEY ACTIVITIES
VIII	GIST OF THE PROVISIONS OF RULE 144 (XI) OF GENERAL FINANCIAL RULES 2017
IX	DECLARATION REGARDING BLACKLISTING, LITIGATION AND CRIMINAL OFFENCE ETC.
X	DECLARATION REGARDING TERMINATION OF PREVIOUS CONTRACT AND CONFLICT OF INTEREST
XI	DECLARATION FOR ABIDING BY THE CODE OF INTEGRITY IN PUBLIC PROCUREMENT (CIPP)
XII	INTEGRITY PACT

ANNEXURE I

Pre-Bid Query Format

Ref: RFP Ref. No. <xxx> dated <dd or mm or yyyy>

Name of the Bidder:

Contact Number and Address of the Bidder:

Sl.No.	Para Number of the Document	Page Number	Query	Remarks

ANNEXURE II

Tender Acceptance Letter

(To be given on Company Letter Head)

Date:

To,
The Director (Marketing & Consumer Affairs),
Bureau of Indian Standards,
Manak Bhawan, 9, Bahadur Shah Zafar Marg,
New Delhi-110002

Subject: Acceptance of Terms & Conditions of Request for Proposal (RFP)

RFP Reference No.: _____

Service Details:

Madam,

1. I or We have downloaded or obtained the Request for Proposal (RFP) for the above mentioned 'Service' from the web site(s)namely: -

as per your advertisement, given in the above-mentioned website.

2. I or We hereby certify that I or We have read entire terms and conditions of the Request for Proposal (RFP) from Page No. (including all documents like Annexures), schedule(s), etc.), which form part of the Contract Agreement and I or We shall abide by the terms and conditions or clauses contained therein.

3. The corrigendum or corrigenda issued from time to time by your organization have also been taken into consideration as well, while submitting this acceptance letter.

4. I or We hereby unconditionally accept the tender conditions of above-mentioned Request for Proposal (RFP) and corrigendum or corrigenda in totality or entirety.

5. In case any provisions of this tender are found violated by our agency, your organization shall be at liberty to reject our bid including the invocation of the Bid Security Declaration and we shall not have any claim or right against your organisation in satisfaction of this condition.

Yours faithfully

(Signature of the Bidder, with Official Seal)

ANNEXURE III

Financial Bid Format

To,

The Director (Marketing and Consumer Affairs),

Bureau of Indian Standards,

9 Bahadur Shah Zafar Marg,

New Delhi-110002

Sub: Submission of Financial Bid for the RFP for Engagement of Agency for Conceptualizing, Fabricating and Displaying a Tableau for Republic Day Parade 2022

Madam,

With reference to RFP No. -----dated -----, I or We hereby submit our financial bid as below:

Name of RFP and Particulars of service	Price (Rs.)	Price in words (Rs.)
Engagement of Agency for Conceptualizing, Fabricating and Displaying a Tableau for Republic Day Parade 2022		

2. The quoted price is Lump-sum price for the stated particulars of service which shall remain firm and fixed during the contract period and cover all expenses and associated work which have direct or indirect bearing with the said service.

3. The prices quoted above are exclusive of GST. GST shall be charged on the rates as notified by the Government from time to time.). However, in case we have opted for the composition scheme, the fact shall be indicated in the technical bid and the above rates shall be charged accordingly.

4. I or We have read the Request for Proposal (RFP) for engagement of Agency for Conceptualizing, Fabricating and Displaying a Tableau for Republic Day Parade 2022 and understood all the terms and conditions including amendment issued thereto.

Signature: _____

Date:

Name of the Authorised Signatory of the bidder

Address: _____

Seal

ANNEXURE IV

Format of Bank Guarantee for Performance Security

To

The Director General, through the Director (Marketing & Consumer Affairs),
Bureau of Indian Standards,
9 Bahadurshah Zafar Marg,
New Delhi-110002

Whereas (name and address of the Contractor) (hereinafter called “the Contractor”) has undertaken, in pursuance of contract no date ----to deliver..... (description of Services) (herein after called “the Contract”).

And Whereas it has been stipulated by you in the said contract that the Contractor shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with contract;

And Whereas we have agreed to give the Contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the Contractor, up to total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20.....

Our.....branch at.....*(Name & Address of the *(branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our * branch a written claim or demand and received by us at our* branch on or before Dt... otherwise, bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of Branch

ANNEXURE V
CONTRACT FORM

THIS AGREEMENT made on this _____ day of _____ 2021 between M/s _____ (Name and Address of the Contractor) (hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and the Bureau of Indian Standards, Manakalaya, 9 Bahadur Shah Zafar Marg, New Delhi (hereinafter referred to as the BUREAU, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Contractor is an authorized service provider.

AND WHEREAS the Bureau is a body corporate, enacted by the Parliament of India. The Bureau intends to engage an agency for conceptualizing, fabricating and displaying a Tableau for Republic Day Parade 2022 in New Delhi, therefore, requested for proposals through Open or Advertised Tender enquiry Ref No. -----dated _____.

WHEREAS the Contractor submitted his bid vide _____ dated----- in accordance with the bid document and was selected as 'successful bidder' pursuant to the bidding process and negotiation on contract prices, awarded the 'Letter of Acceptance' (LoA) No. _____ to the Contractor on _____.

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in the documents forming integral part of this contract as per clause 5.4 of the Special Conditions of Contract annexed to the Request for Proposal (RFP) document.

For and on behalf of the Bureau (Name of the Officer and Designation)(Office Seal) Witness	For and on behalf of the Contractor (Name of the Officer and Designation)(Office Seal) Witness
--	--

ANNEXURE-VI

GUIDELINES ISSUED BY MINISTRY OF DEFENCE IN THE YEAR 2020

REPUBLIC DAY MATTER

No. 1(III)/1/2020/D(Cer)

Government of India
Ministry of Defence

Room No. 1, South Block,
New Delhi, the July, 2020.

To

The Chief Election Commissioner of India, Election
Commission of India,
Nirvachan Sadan, Ashoka Road, New Delhi-01.

2.2.1 THE VICE CHAIRMAN,
NITI AYOJ, NITI AYOJ/YOJANA
BHAWAN, SANSAD MARG, NEW
DELHI-01.

Subject: Republic Day Celebrations, 2021 Selection of Tableaux regarding.

Sir,

Every year, a select number of tableaux from State Governments/UT Administrations/Central Ministries/Departments participate in the Republic Day Parade in New Delhi. This letter initiates the process of inviting tableau proposals for participation in the Republic Day Parade 2021. Relevant guidelines for the purpose are enclosed at Annexure I. It may be noted that participating in the selection/shortlisting process with a proposal for consideration by an Organization will be deemed to be the acceptance of the Guidelines by the said proposing entity.

2. Selection Process of tableaux is an elaborate and time-consuming exercise. The Ministry of defence constitutes a Committee of distinguished persons drawn from various fields of the arts to help in shortlisting the best proposals. This necessitates that the selection process commences well in advance.

3. In view of the time-constraints, this Ministry will be able to include only a limited number of proposals. For encouraging the participants, the best three tableaux are given trophies by this Ministry.

4. Willingness of the Commission may be conveyed along with well conceptualized proposals and brief write-ups to this Ministry by 31st August, 2020.

Yours faithfully,



(Sd/-) 
h Singh

Joint Secretary to the Govt. of India

Tele: 2301 1862.

Copy to:-

 D(IT), MoD

With the request to upload the same on MoD's website.

SOC(17)


27/07/2020

2.3 GUIDELINES FOR PREPARATION OF TABLEAUX PROPOSALS FOR PARTICIPATION IN THE REPUBLIC DAY PARADE-2021.

1. Suggestive List of Themes

- i) Any important episode from the history of the State/Union Territory.
- ii) Festivals Celebrated.

III) CULTURAL/ARCHITECTURAL HERITAGE INCLUDING ANY ASPECT OF THE LIFE OF THE PEOPLE.

- iv) Any important social and economic development scheme, project or achievement of outstanding nature which merits a display in the National Parade.

V) ENVIRONMENT.

- vi) Vision for the future.

2. Selection Process

- (i) 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 of the 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, thru participants are asked to come up with three-dimensional models of their proposals. However, entering into the model stage itself 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. 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.

(ii) This Ministry does not prescribe any firm/fabricator for design & construction of tableau for participating in Republic Day Parade. The State/UT/Ministry/Department may engage/appoint any firm/fabricator for this purpose on their own. However, to maintain quality and avoid monotony in look/design of the tableaux, it is suggested that concerned State/UT/Ministry/Department may consider to evolve suitable mechanism so that the firm/fabricator engaged/appointed for the purpose may not be involved in designing/fabricating multiple tableaux for the Parade.

(iii) It is highlighted that selection of Tableaux passes different stages starting from initial appreciation of sketch/design and the themes brought forward by the States/UTs/Ministries/Departments followed by a three dimensional model which culminates into the selection of the actual model by Expert Committee through a series of interactions where all aspects of the tableaux are discussed thoroughly. The selection depends upon a combination of factors including but not limited to visual appeal, impact on the masses, idea/theme of the tableaux, degree of detailing involved in the tableaux, music accompanying the tableaux etc. The selection process normally extends over six to seven rounds of meetings on different days with some elimination and short listing at each stage. Only the shortlisted States/UTs/Ministries/Departments in any given round of selection are informed about the next round of selection. Mere advancement from one stage to another does not entitle any participating State/UT/Ministry/Department for movement to another further round or the final selection, till it is confirmed. In the event of final selection also, there may be a possibility of a particular tableaux not being able to participate in the final parade, if it has not been created in terms of the final approved version during selection rounds.

3. Prenaration of Sketch/Desian

The sketch/design drawn on a scale of 1': 1" should be simple, colourful, 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. Designs in virtual reality in the form of CD showing the various components displayed from different angles, can also be presented.

4. PREPARATION OF MODELS

After the approval of the proposed sketch/design by the Expert Committee in its preliminary meetings, three dimensional model of the proposed tableau would be prepared on the lines of the suggestions given by the Committee for further inspection. Final approval for participation would be accorded only after the models of the tableaux are finally selected by the Committee.

5. POINTS TO BE KEPT IN VIEW WHILE DRAWING UP THE PROPOSAL

(i) One tractor and one trailer upon which a tableau would be fabricated, would be provided by the Ministry of Defence free of charges.

(ii) No **additional** tractor, trailer or other types of vehicles would be allowed to be used in the tableau. This aspect should be kept in mind while preparing the designs of the tableau proposals to be presented before the Central Expert Committee.

(iii) There is no objection to the use of vehicles other than tractor and trailers for fabrication of tableaux to give them a different look. But these vehicles will have to be arranged by the sponsoring authorities themselves. Under no circumstance, the total number of vehicles used in a tableau or the total number of distinguishable mobile components of a tableau would be more than two.

(iv) As far as possible, there should be some movement, sound and animation on the tableaux.

(v) The number of performers on the trailer would not be more than 10 persons. No performer is permitted to be on the tractor component of the tableau. Attractive ground element however can be considered on a limited number of tableaux only if it goes with the theme. These conditions are subject to modifications by MoD depending on the requirement of the tableau.

(vi) In case of tableaux on cultural, historical/traditional themes, the colours, designs, costumes, materials, etc. used should be authentic to present local flavour. The performers on the float or onground should also look to be authentic in case any cultural or traditional event is being depicted.

(vii) 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 or between two trailers for turning or manoeuvring. This should be taken into account while designing the tableau.

(viii) 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 dance 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.

(IX) STATE/UT MAY PREFERABLY ENGAGE ARTISTS PERFORMING ON OR ALONG THE TABLEAU OF THE STATE/UT BELONGING TO THE CONCERNED STATE/UT ONLY, WHO WOULD HAVE A NATURAL FLAIR FOR THE PERFORMANCE CONSIDERING THE CRITICALITY OF THE EVENT. BONA FIDE OF ARTISTS ENGAGED BY THE STATE/UT/MINISTRY/DEPARTMENT MAY BE ASCERTAINED BY THE AUTHORISED GOVERNMENT OFFICIAL OF THE CONCERNED STATE/UT/MINISTRY/DEPARTMENT BEFORE DEPUTING THE ARTISTS' TEAM TO RASHTRIYA RANGSHALA CAMP.

(x) It is also suggested that State/UT/Ministry/Department may evolve their mechanism to ensure that the agency deployed for design/fabrication of the tableau remains associated with the job till finality to enable incorporating the originally conceived design along with the inputs of the Expert Committee from time to time.

6. Dimensions

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

Length	24' 8"
Width	8'
Height	4' 2"
Load carrying capacity	10 tons

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.

7. 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.

8. Last date for conveying willingness alongwith
5 SUBMISSION OF SKETCH/DESIGN FOR
PARTICIPATION:

5.1.1 31ST AUGUST, 2020.

S++

ANNEXURE VII

Concept Note and Introduction to the Bureau and its Key Activities

In the twilight years of British rule in India, when the country was faced with the gigantic task of building up the industrial infrastructure, Department of Industries and Supplies issued a memorandum on 03 September 1946, formally announcing the setting of an organization called the “**Indian Standards Institution**”. The Indian Standards Institution (ISI) came into being on **the 06 January 1947** and in June 1947 Dr. Lal C. Verman took over as its first Director.

In the initial years, the organization concentrated on Standardization activity. To provide the advantages of standardization to common consumers, the Indian Standards Institution started operating the Certification Marks Scheme under the Indian Standards Institution (Certification Marks) Act, 1952. The Scheme, which was formally launched by ISI in 1955-56, enabled it to grant licences to manufacturers producing goods in conformity with Indian Standards and to apply ISI Mark on their products. To meet the requirements of the Certification Marks Scheme, the nucleus of a laboratory was started in 1963. While the product certification was being operated under the Indian Standards Institution (Certification Marks) Act, 1952, the formulation of standards and other related work were not governed by any legislation. A Bill with this objective was therefore introduced in the Parliament.

Bureau of Indian standards (BIS) thus came into existence, through an Act of Parliament dated 26 November 1986, on 1 April 1987, with a broadened scope and more powers; taking over the staff, assets, liabilities and functions of erstwhile ISI. Through this change over, the government envisaged building a climate for quality culture and consciousness and greater participation of consumers in formulation and implementation of national standards.

The Bureau is a Body Corporate consisting of 25 members representing both Central and State governments, Members of Parliament, industry, scientific and research institutions, consumer organizations and professional bodies; with Union Minister of Consumer Affairs, Food and Public Distribution as its President and the Minister of State for Consumer Affairs, Food and Public Distribution as its Vice-President.

Being the **National Standards Body**, the key activity of the Bureau is standardization. Standards development is a collaborative effort of the concerned stakeholders. Standardization also involves coordination between various bodies engaged in standards development in specific domains. Such cooperation and coordination is necessary throughout the standards development and implementation processes involving the government policy makers, manufacturing industries, service providers and the technical committees operating at national as well as international level.

The Bureau till date has developed more than **20,000 standards** on variety of products or services or method of tests or guidelines.

In this era of globalization, digitalization and converging technologies, the importance of International standards is increasing rapidly. As far as India’s participation in technical work at

international level is concerned, The Bureau, on behalf of India is a participating member in 481 Technical Committees of ISO, which are of interest to India. Presently, the Bureau holds the Secretariat responsibilities of 11 Technical Committees of ISO. India also holds the convenorship for 26 working groups.

The Bureau is also responsible for the Indian National Committee of IEC since 1949, performing various responsibilities as the member body of the IEC Council. Presently, the Bureau is a participating member in 98 Technical Committees of IEC and holds convenorship of 12 working groups. A sizeable number of Indian Standards have been harmonized with ISO or IEC Standards to facilitate acceptance of Indian products in the international market.

As with formulation, implementation of standards is equally important, the Bureau has taken initiatives for creating awareness about the standards already formulated and strengthening stakeholder participation, Standardization Cells have been created by various Govt. Departments and Industry Associations.

The Bureau through its core activities of standardization and conformity assessment, has been benefiting the economy by providing safe, reliable and quality goods; minimizing health hazards to consumers; protecting the environment, promoting exports and import substitution; controlling proliferation of varieties and much more. The standards and certification schemes of the Bureau, apart from benefitting the consumers and industry, also support various public policies especially in areas of product safety, consumer protection, food safety, environment protection, building and construction, etc.

On 6th January 2022, the Bureau is proudly completing 75 glorious years of its existence. This is indeed an occasion not only for the Bureau but for the entire nation to celebrate. To depict the successful and grand journey of the Bureau in the service of nation, a tableau of the Bureau with the theme of '*BIS- In service of the Nation since 1947*' is envisaged to participate in the Republic Day Parade 2022.

Briefly, the key activities or achievements of the Bureau that can be displayed in the tableau are:

Standardization

The Bureau of Indian Standards, erstwhile Indian Standards Institution (established in the year 1947) was established for the harmonious development of the activities of standardization, marking and quality certification of goods and for matters connected therewith or incidental thereto. A new Bureau of Indian Standards Act, 2016 which was notified on 22nd March 2016, has been brought into force with effect from 12 October 2017 that reinforces the activities of the Bureau in respect to standardization and certification of goods, articles, processes, systems and services.

To formulate standards through 16 division councils representing diverse area of economy and technology and services. The 16 Division Council are Chemical; Medical Equipment and Hospital Planning; Civil Engineering; Metallurgical Engineering; Electrotechnical; Petroleum, Coal and Related Products; Electronics and Information Technology; Production and General Engineering; Food and Agriculture; Textile; Transport Engineering; Mechanical Engineering; Water Resources; Management & Systems; Service Sector Departments- I & II.

SSD- I & II formulate Standards on service sector including Banking and Financial Services; Education Services; Tourism Services; Accounting Services; Legal Services; Media & Entertainment Services; Health & Wellness Services; IT & ITES Services; Environment Services; Telecommunication Services; Infra & Construction Services; Transport & Logistics Services.

Certification and ISI Mark

The BIS Act 2016, Rules and Regulations framed there under authorizes the Bureau to undertake conformity assessment of products, services, systems and processes.

The Product Certification Schemes of the Bureau aims at providing Third Party assurance of quality, safety and reliability of products to the customer. Presence of BIS certification mark, known as Standard Mark, on a product is an assurance of conformity to the specifications. The manufacturer is permitted to self-certify the licenced products after ascertaining its conformity to the Standard. Through its surveillance operations, the Bureau maintains a close vigil on the quality of certified goods. The conformity is ensured by regular surveillance of the licensee's performance by surprise inspections and testing of samples, drawn both from the market or factory.

The certification scheme operates through a network of 41 Branch Offices set up in State capitals or major industrial towns and 5 Regional Offices overseeing the work of the Branch offices. Although, the scheme itself is voluntary in nature, the Government of India, on considerations of public health and safety, security, infrastructure requirements and mass consumption has enforced compulsory certification on various products through Orders issued from time to time under various Acts.

Registration and Mark

Ministry of Electronics & Information Technology (MeitY) has notified "Electronics and Information Technology Goods (Requirement for Compulsory Registration) Order, 2012" on 03 October 2012 for fifteen categories of electronics items. Fifteen more product categories were added by MeitY under this order on 13 November 2014. MeitY has also notified Indian Standard for 'Indian Language Support for Mobile Phones' on 24 October 2016. Another thirteen product categories were added by MeitY under this order on 23 August 2017.

Ministry of New and Renewable Energy(MNRE) has notified five products under Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017 dated 05 September 2017.

As per the Orders, no person shall manufacture or store for sale, import, sell or distribute goods which do not conform to the Indian standard specified in the order and do not bear the Standard Mark with unique registration number obtained from the Bureau.

Bureau of Indian Standards grants licence to the manufacturers to use or apply Standard Mark with unique R-number, through registration based on self-declaration of conformity for goods and articles as per Indian Standards. The grant of licence and its operation under Compulsory

Registration Scheme are carried out as per the conformity assessment scheme under Scheme - II of Schedule - II of BIS (Conformity Assessment) Regulations, 2018'.

Laboratory Services

To protect consumer's interest, the Bureau operates various conformity assessment schemes. Under these schemes, the Bureau grants licenses or registrations to such manufacturers who are capable of producing goods conforming to relevant Indian Standards, on continuous basis. To support these schemes, which requires testing of products on regular basis for checking conformity to the relevant Indian Standards, the Bureau has established a network of eight laboratories.

Hallmarking and Hallmark

Hallmarking is the accurate determination and official recording of the proportionate content of precious metal in precious metal articles. The principle objectives of the Hallmarking Scheme are to protect the public against adulteration and to obligate manufacturers to maintain legal standards of fineness. In India, at present two precious metals namely gold and silver have been brought under the purview of Hallmarking.

The BIS Hallmarking Scheme has been aligned with International criteria on hallmarking. As per this scheme, Registration is granted to the jewellers by the Bureau under Hallmarking Scheme. The BIS certified jewellers can get their jewellery hallmarked from any of the BIS recognized Assaying and Hallmarking Centres. The recognition of an Assaying and Hallmarking Centre is done against IS 15820.

The list of list of registered jewellers and BIS recognised A&H centres is available on the Bureau's website, www.bis.gov.in.

Hallmarked Jewellery consist of following four marks:

1. BIS Mark
2. Purity in carat and fineness for gold (e.g.22K916,18K750, 14K585)
In case of silver only fineness of 990,970,925,900,835,800
3. Assay centre's identification mark or number
4. Jewellers identification mark/number

Management System Certification and Marks

Bureau of Indian Standards has been operating Management Systems Certification Scheme since 1991.

Initially, the Bureau started the scheme with Quality Management System Certification (IS/ISO 9001) and over the years it has gradually expanded its activities to various other Management Systems.

National Building Code (NBC)

The National Building Code of India (NBC), a comprehensive building Code, is a national instrument providing guidelines for regulating the building construction activities across the country. It serves as a Model Code for adoption by all agencies involved in building construction works be they Public Works Departments, other government construction departments, local

bodies or private construction agencies. The Code mainly contains administrative regulations, development control rules and general building requirements; fire safety requirements; stipulations regarding materials, structural design and construction (including safety); building and plumbing services; approach to sustainability; and asset and facility management.

Indian Standard on National Flag (IS 1):

The design of the National Flag was adopted by the Constituent Assembly of India on 22 July 1947, and as decided by the Govt. of India, the First National Standard on National Flag was published as IS 1 in 1951 by National Flag Sectional Committee of ISI. This standard was then revised in 1964 with a view to completely change its dimensions in metric system subsequent to its adoption by the Government

For more details, please visit www.bis.gov.in

ANNEXURE VIII

Gist of the provisions of Rule 144 (xi) of General Financial Rules 2017

Orders issued by the Government of India restricting procurement from bidders of certain countries which shares a land border with India shall apply to this procurement.

- 1) Any bidder from a country which shares a land border with India (may be seen from the link <https://mea.gov.in/india-and-neighbours.htm>), excluding countries as listed in the website of Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (may be seen from the link <http://meadashboard.gov.in/indicators/92>) – hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if the bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The bidders shall enclose certificate in this regard in the prescribed format.
- 2) "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 3) "Bidder from such Restricted Countries" for the purpose of this clause means: -
 - (a) An entity incorporated, established, or registered in such a country; or
 - (b) A subsidiary of an entity incorporated, established, or registered in such a country; or
 - (c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - (d) An entity whose beneficial owner is situated in such a country; or
 - (e) An Indian (or other) agent of such an entity; or
 - (f) A natural person who is a citizen of such a country; or
 - (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 4) The beneficial owner for the purpose of (3) above shall be as under:
- 5) (a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 - (b) Explanation-
 - (i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.
 - (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 - (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - (iv) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 - (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
 - (vi) An Agent is a person employed to do any act for another, or to represent another in dealings with third person

ANNEXURE IX

Declaration regarding Blacklisting, Litigations or Criminal Offence or Conviction **On letterhead of the bidder**

I/We hereby declare that our firm or Company is not black-listed by any Ministry or Department of Central Government/ State Government or PSU or other bodies under the Central Government/ State Government.

I/We also declare that no criminal case is registered or pending against the firm or company or its owner or partners or directors anywhere in India. I/We further declare that neither I/we nor our firm/ Company is found guilty of any criminal offence or convicted by any Court of Law

Dated theday of2021.

Signature of Bidder _____

Name & Address of Bidder _____

Seal of the Firm/ Company

ANNEXURE X

Declaration regarding Termination of Previous Contract and Conflict of Interest
On letterhead of the bidder

I or We hereby declare that our firm or agency including their affiliates or subsidiaries or constituents:

- (a) has not had its previous contract terminated by the Procuring Organisation in the previous two years (from the date of opening of the bids for this RFP) for Contractor's default
- (b) does not have a conflict of interest as laid down in the RFP which substantially affects fair competition.

Dated on the _____ day of _____ 2021

Signature of Bidder _____

Name & Address of Bidder _____

Seal of the Bidder

ANNEXURE XI

DECLARATION FOR ABIDING BY THE CODE OF INTEGRITY IN PUBLIC PROCUREMENT (CIPP)

On letterhead of the bidder

I or We hereby declare that I or We will abide by the Code of Integrity for Public Procurement (CIPP) as envisaged and prescribed in General Financial Rules, 2017.

I or We hereby further declare that in case of any transgression of this code, my or our name shall not only be liable to be removed from consideration for the present RFP and from the list of registered contractors or contractors or consultants or service providers (if already registered), but I or We will be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India as provided in the GFR, 2017 and other governing procurement guidelines.

Date the day of 2020

Signature of Bidder_____

Name & Address of Bidder_____

Seal of the Firm or Company

ANNEXURE XII

INTEGRITY PACT

"The Bureau" And "The Contractor" hereby agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to the Bureau. Users agree to follow and adhere with the Integrity Pact guidelines as under:

Preamble

The Bureau values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness or transparency in its relations with its Contractor (s).

Section 1- Commitments of the Bureau.

1. The Bureau commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Bureau, personally or through family members, will in connection with the bid for, or the execution of a person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Bureau will during the bid process treat all bidders with equity and reason. The Bureau will in particular, before and during the bid process, provide to all Contractor(s) the same information and will not provide to any Contractor(s) confidential or additional information through which the Contractor(s) could obtain an advantage in relation to the process or the contract execution.
- c. The Bureau will exclude from the process all known prejudiced persons.

2. If the Bureau obtains information on the conduct of any of its employees which is a criminal offence under the IPC or PC Act, or if there be a substantive suspicion in this regard, the Bureau will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Contractor(s)

1. The Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the bid process and during the contract execution.

- a. The Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Bureau's employees involved in the bid process or the execution of the contract or to any third person any material or other benefit which he or she is not legally entitled to, in order to obtain in exchange any advantage before or during the execution of the contract.
- b. The Contractor(s) will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Contractor(s) will not commit any offence under the relevant IPC or PC Act; further the Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Bureau as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from bid process and exclusion from future contracts

If the Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 of this pact or in any other form such as to put his reliability or credibility in question, the Bureau is entitled to disqualify the Contractor(s) from the bid process or take action as per the procedure mentioned in the "Incident Management Policy" available on GeM portal or any other governing guidelines.

Section 4: Compensation for Damages

1. If the Bureau has disqualified the Contractor(s) from the bid process prior to the award according to Section 3 of this pact, the Bureau is entitled to invoke the Bid Security Declaration so as to adequately compensate the Bureau on account of the same..
2. If the Bureau has terminated the contract according to Section 3 of this pact, or if the Bureau is entitled to terminate the contract according to Section 3 of this pact, the Bureau shall be entitled to demand and recover from the Contractor damages of the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

- I. The Contractor declares that no previous transgressions occurred in the last five years with any Government Organization, Autonomous organisation, PSU etc. that could justify his exclusion from the bid process.
- II. If the Contractor makes incorrect statement on this subject, he can be disqualified from the bid process and action can be taken as per the procedure mentioned in "Incident Management Policy" of the GeM portal or any other governing guidelines.

For and on behalf of the Bureau (Name of the Officer and Designation)(Office Seal)	For and on behalf of 'Bidder/ Contractor' (Name of the Officer and Designation)(Office Seal)
---	---

Schedule VII

GENERAL CONDITIONS OF CONTRACT (GCC)

1.2 Defined Terms

- 1) "Agent" is a person employed to do any act for another, or to represent another in dealings with third person. In the context of public procurement, an Agent is a representative participating in the Tender Process for and on behalf of its principals.
- 2) "Authorised Officer" means the officer who has been assigned the authority to execute the relevant Contract on behalf of the Bureau.
- 3) "Beneficiary" (of Services/ Works) means the person for whom the Services/ Works are to be delivered as specified in the Contract.
- 4) "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers.
- 5) "Bidder" (including the term 'bidder', 'consultant' or 'service provider' in certain contexts) means any eligible person or firm or company, including a Joint Venture or consortium (that is an association of several persons, or firms or companies), participating in a tender process with The Bureau.
- 6) "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the Bid.
- 7) "Consultancy services" covers a range of services that are of an advisory or professional nature and are provided by consultants. These Services typically involve providing expert or strategic advice e.g., management consultants, policy consultants or communications consultants. Advisory and project related Consultancy Services which include, for example: feasibility studies, project management, engineering services, Architectural Services, finance accounting and taxation services, training and development. It may include small works or supply of goods or other services which are incidental or consequential to such services;
- 8) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of his Bid and includes Notification of Award,; General Conditions of Contract, Special, and the other conditions and formal Agreement document including its Annexes, if executed;
- 9) "Contractor" or "Supplier" means the individual or the firm supplying the goods and services. The term includes his employees, agents, successors, authorized dealers, stockists, and distributors. Other homologous terms are: Vendor, Firm, Manufacturer, OEM, Bidder etc.;
- 10) "Day" means calendar day.
- 11) "Drawing" means the drawing or drawings specified in or annexed to the Specifications or the Tender Document/ Contract;
- 12) "Equipment" means the Contractor's machinery and vehicles brought temporarily to the Site to for performance of Service.
- 13) "General Conditions" means the General Conditions of Contract, also referred to as GCC.
- 14) "Goods" (including the term 'Services', 'Material(s)' in certain contexts) includes all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library), procured or otherwise acquired. Procurement of goods may include certain small work or some services, which are incidental or consequential to the supply of such goods, such as transportation, insurance, installation, commissioning, training, and maintenance;
- 15) "Government" means the Central Government as the case may be;
- 16) "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the product or service, and comparing the same with the specified requirement to determine conformity.
- 17) "Joint Venture" means a Joint Venture or a Consortium (that is an association of several persons, or firms or companies - also referred as JV/C)

- 18) "Materials" means all supplies, including consumables, used by the Contractor for performance of Service or for use by his staff.
- 19) "Outsourcing of Services" means deployment of outside agencies on a sustained long term (for one year or more) for performance of other services which were traditionally being done in-house by the employees of Ministries/Departments (e.g., Security Services, Horticultural Services, Janitor/Cooking/Catering/Management Services for Hostels and Guest Houses, Cleaning/Housekeeping Services, Errand/Messenger Services and so forth). Besides outsourcing, other services also include procurement of short-term standalone services.
- 20) "Parties". The parties to the Contract are the "Contractor" and "the Bureau", as defined in this Clause;
- 21) "Performance Security" means monetary guarantee to be furnished by the successful Bidder in the form prescribed for due performance of the Contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.
- 22) "Procurement" or "public procurement" (or 'Purchase', or 'Government Procurement/ Purchase' in certain contacts) means acquisition by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, including award of Public Private Partnership projects, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition of goods, works or services without consideration, and the term "procure" or "procured" shall be construed accordingly;
- 23) "Procurement Process" means the process of procurement extending from the assessment of need; issue of invitation to pre-qualify or to register or to bid, as the case may be; the award of the procurement contract; execution of contract till closure of the Contract;
- 24) "Scheduled Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.
- 25) "Service" is defined by exception as any subject matter of procurement other than goods or works, except those incidental or consequential to the service and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a Procuring Organisation but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf. It includes 'Consultancy Services' and 'Other (Non-consultancy) Services';
- 26) "Site of Delivery" means the lands, spaces, and other places on, under, in or through which the services are to be carried out and any other lands or places provided by the Procuring Organisation for the purpose of the Contract.
- 27) "Special Conditions" means Special Conditions of Contract, which over-ride the General Conditions, also referred to as SCC.
- 28) "Specification" or "Technical Specification" means the drawing/ document/ standard that prescribes the requirement to which product or service has to conform.
- 29) "Signed" includes digitally signed and or stamped, except in the case of an acceptance of Bid or any amendment thereof;
- 30) "Sub-Contractor" means is a person or corporate body who has a Contract with the Contractor to carry out a part of the construction work or routine maintenance in the Contract, which includes work on the Site.
- 31) "Temporary Works" means works designed, constructed, installed, and removed by the Contractor that are needed during the performance of Services.
- 32) "Variation" means an instruction given by the Authorised Officer, which varies the scope, quantum or performance standards of the Service performed.
- 33) "Tender"; "Tender Document"; "Tender Enquiry" or "Tender Process" or "Request for Proposal (RFP)": Tender Document means the document (including all its sections, Forms, and formats etc.) published by the Bureau to invite bids in a Tender Process, which is the whole process from publishing of the Tender Document till the resultant award of the Contract. Both the Tender Document, as well as Tender Process may be generically referred as "Tender" or "Tender Enquiry" which would be clear from context without ambiguity.

2. The Contract

2.1 Interpretation and General Matters

2.1.1 General Interpretations

Except where the context requires otherwise, throughout this Contract:

- 1) The headings are for reference only and shall not limit, alter, or affect the interpretations in the Contract.
- 2) Words in the singular include the plural and vice-versa.
- 3) Words importing the masculine gender shall be taken to include other genders and words importing persons shall include any company or association or body of individuals, whether incorporated or not

- 4) Terms and expressions not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.
- 5) Any generic reference to GCC shall also imply a reference to SCC as well.
- 6) In case of conflict, provisions of SCC and the tender document or Request for Proposal or the Expression of Interest shall prevail over those in GCC.

2.1.2 Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

2.2 Modification/ Amendment

- 1) No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. In the event of any of the provisions of the Contract requiring to be modified after the Contract documents have been signed, the modifications shall be made in writing and signed by the Bureau and the Contractor and no service shall proceed under such modifications until this has been done. Requests for changes and modifications may be submitted in writing by the Contractor to the Bureau. The Bureau at any time during the currency of the Contract, may suo-moto or on request from the Contractor, by a written order, amend the Contract by making alterations and modifications within the general scope of Contract.
- 2) If the Contractor does not agree to the suo-moto amendment/ modification made by the Bureau, the Contractor shall convey its views to the Bureau within seven days from the date of the Contractor's receipt of the Bureau's amendment/ modification of the Contract. Otherwise, it shall be assumed that the Contractor has consented to the amendment.
- 3) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the Contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Bureau unless and until the same is incorporated in a formal instrument and signed by the Bureau and the Contractor, and till then the Bureau shall have the right to repudiate such arrangements.

2.3 Waivers and Forbearance

The following shall apply with respect to any waivers, forbearance, or similar action taken under this Contract:

- a) Any waiver of the Bureau's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized Officer or representative of the Bureau granting such waiver, and must specify the terms under which the waiver is being granted.
- b) No relaxation, forbearance, delay, or indulgence by the Bureau in enforcing any of the terms and conditions of this Contract or granting of extension of time by the Bureau to the Contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of the Bureau under this Contract, neither shall any waiver by the Bureau of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

2.4 Parties

2.4.1 Parties

The parties to the Contract are the Contractor and the Bureau, as defined in **Clauses 1.1** above.

3. Governing Laws and Jurisdiction & Labour Laws and Related Obligations

3.1 Governing Laws and Jurisdiction

3.1.1 Governing Law: The contract shall be governed and interpreted under Indian Laws.

3.1.2 Legal Jurisdiction: No suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the Contractor in any Court of law except the competent Courts having jurisdiction within the local limits of Delhi only.

3.2 Labour Laws and Related Obligations

3.2.1 Independent Contractor

- 1) The status of the Contractor shall be that of an independent contractor and **Primary Employer of staff deployed** during the Contract by him or other associates. The Contractor, its employees, agents performing under this Contract are not employees or agents of the Bureau, simply by virtue of Services delivered pursuant to this Contract.
- 2) The contractor alone shall be responsible for ensuring compliance of the laws and regulations etc. not limited to the labour laws; governing the services under this tender document and the Bureau shall not have any liability on this account.

4. Communications

4.1 Communications

- 1) All communications under the Contract shall be served by the parties on each other in writing, in the language of the Contract and served in a manner customary and acceptable in business and commercial transactions.
- 2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date specifically mentioned in the communication, whichever is later.
- 3) No communication shall amount to amendment of the terms and conditions of the Contract, except a formal letter of amendment of Contract, so designated.

4.2 Person signing the Communications

For all purposes of the Contract, including arbitration thereunder all communications to other party shall be signed by:

- (a) In case of the Contractor, the person who has signed the Contract on his behalf. A person signing communication in respect of the Contract on purported to be or to be on behalf of the Contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time, that the person so signing has no authority to do so, the Bureau may, without prejudice to any other right or remedy, terminate the Contract for default in terms of clause 14.1 below and avail all the remedies available therein and hold such person personally liable to the Bureau for all costs and damages arising from such remedies for termination of the Contract.
- (b) Unless otherwise stipulated in the Contract or the SCC, the Authorised Officer signing the Contract shall administer the Contract and sign communications on behalf of the Bureau. Beneficiaries of Services and the Paying Authorities mentioned in the Contract or SCC shall also administer respective functions during Contract Execution.

4.3 Address of the parties for sending communications by the other party

For all purposes of the Contract, including arbitration thereunder the address of parties to which all communications and notices shall be addressed by the other party shall be:

- a) The address of the Contractor mentioned in the Contract, unless the Contractor has notified change by a separate letter containing other communication and sent by any means of acknowledged receipt to the Bureau. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and
- b) The address of the Bureau shall be the address mentioned in the Contract. Contractor shall also send additional copies to officers of the Bureau presently dealing with the Contract.

5. Contractor's Obligations and restrictions on its Rights

5.1 Changes in Contractor's business

No changes in the constitution of Contractor's Firm/ Entity shall be permitted during the execution of the Contract.

The Contractor must proactively keep the Bureau informed of such changes. Where the Contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Bureau, which shall be granted only upon execution of a written undertaking by the new partner to perform the Contract and accept all liabilities incurred by the firm under the Contract prior to the date of such undertaking.

5.2 Obligation to Maintain Eligibility and Qualifications

The Contract has been awarded to the Contractor based on certain eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications. Any change which would affect Contractor's eligibility or qualification to receive this Contract should be pro-actively brought to the notice of the Bureau, within 7 days of its coming to Contractor's knowledge, otherwise it would amount to breach of contract and also violation of Code of Integrity. These changes include but not restricted to:

- 1) Change regarding declarations made by it in its Bid including but not restricted to:
 - a) its ownership and incorporation pattern
 - b) its status as a going concern – insolvency, bankruptcy, receivership
 - c) Suspension of its business or commercial activities for any reason including a legal proceeding
 - d) Its (including their members or affiliates or subsidiaries) being declared ineligible or debarred for corrupt and fraudulent practices or for any other misdemeanour by Government or Public Entity
 - e) Its proprietor, employee, partner or representative, directors and officers being convicted of any offence by a court involving moral turpitude in business dealings

- f) A conflict of interest as defined in the Tender Document or RFP, having developed/ discovered between staff of the Bureau and staff/ representatives of the contractor or its Agents, involved in the Procurement process;
- g) Change in its declared status under the following:
 - (i) Restriction on entities from countries with land-borders with India,
 - (ii) Make in India provisions or local content of its offered product(s)
 - (iii) MSE and Start-up
- 2) **Change in its qualification criteria submitted in its Bid** – Experience; Past Performance; Non-performing Contracts/ Litigation; Performance Capability; Key Personnel; Critical Equipment; Financial Capability etc. as per the eligibility criteria contained in the tender document or RFP.

5.3 Restriction on Potential Conflict of Interests

Neither the Contractor nor the Personnel of the contractor shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Contract, any business or professional activities in the India which would conflict with the activities assigned to them under this Contract.
- b) after the termination of this Contract, such other activities as may be specified in the SCC.

5.4 Consequence of breach by Constituents of a Contractor

5.4.1 In case of Partnership Firm

Should a partner in the Contractor firm commit a default or breach of clause **5.1**, it shall be lawful for the Bureau to terminate the Contract for default as per clause **14.1** and avail any or all remedies available to thereunder.

5.4.2 Decision of the Bureau Shall be Final

The decision of the Bureau as to any matter or thing concerning or arising out of this clause or on any question whether the Contractor or any partner of the Contractor firm has committed a default or breach of any of the conditions in this clause shall be final and binding on the Contractor.

5.5 Obligation to Indemnify the Bureau

The Contractor shall indemnify and keep indemnified the Bureau against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labour laws as amended from time to time. The Contractor shall indemnify, protect and save the Bureau against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements

5.6 Confidentiality, Secrecy, IPR Rights

5.6.1 IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software (whichever applicable) submitted by the Contractor under this Contract shall become and remain the property of the Bureau and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Bureau's prior written consent. The Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Bureau, together with a detailed inventory thereof. The Contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

5.6.2 Confidentiality

- 1) All documents, drawings, samples, data, or other information furnished by or on behalf of the Bureau to the Contractor, in connection with the Contract and the Tender Document, whether such information has been furnished prior to, during or following completion or termination of the Contract, are confidential and shall remain the property of the Bureau and shall not, without the prior written consent of the Bureau neither be divulged by the Contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other work and services required for the performance of this Contract.
- 2) The obligation of the Contractor under this Clause, however, shall not apply to information that:
 - a) now or hereafter enters the public domain through no fault of Contractor.
 - b) can be proven to have been possessed by Contractor at the time of disclosure and which information was not previously obtained, directly or indirectly, from the Bureau;
 - c) otherwise lawfully becomes available to Contractor from a third party that has no obligation of confidentiality; or
 - d) is required to be shared to comply with applicable law.

5.6.3 Restrictions on the Contractor

- 1) The Contractor shall not, without the Bureau's prior written consent, make use of information mentioned above except for the sole purpose of performing this Contract.
- 2) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the Contractor prior to the date of the Contract in respect of the Contract/ the Tender Document or any part thereof.
- 3) The provisions of this clause shall survive completion or termination for whatever reason, of the Contract.

5.6.4 Penalties for violation

Any breach of the aforesaid conditions shall entitle the Bureau to treat it as breach of contract as per **Clause 14.1** and avail any or all remedies thereunder.

5.7 Performance Bond/ Security

- 1) Within **seven days** after the issuance of notification of award or Letter of Acceptance by the Bureau, the Contractor shall furnish performance security to the Bureau for an amount mentioned in the Contract (and if not mentioned equal to 3% (Three percent) of the total value of the Contract), valid up to sixty days after the date of completion of all contractual obligations by the Contractor, including the Service Warranty obligations, if any.
- 2) The Performance security shall be denominated in Indian Rupees or in the currency of the Contract and shall be in one of the following forms:
 - a) Unless otherwise stipulated in SCC or Tender Document, Account Payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank in India, in favour of the Bureau.
 - b) Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in the tender document.
- 3) If the Contractor, having been called upon by the Bureau to furnish security, fails to make or maintain a performance security within the specified period, it shall be lawful for the Bureau:
 - (a) To recover from the Contractor the amount of such security deposit by deducting the amount from the pending bills of the Contractor under the Contract or any other contract with the Bureau, or
 - (b) To treat it as breach of contract as per **Clause 14.1** and avail any or all remedies thereunder.
- 4) In the event of any amendment issued to the Contract, the Contractor shall, within **fourteen days** of issuance of the amendment, furnish suitably amended value and validity of the Performance Security in terms of the amended Contract.
- 5) The Bureau shall be entitled, and it shall be lawful on his part,
 - (a) To deduct from the performance securities or to forfeit the said security in whole or in part in the event of:
 - (i) any default, or failure or neglect on the part of the Contractor in the fulfilment or performance in all respect of the Contract under reference or any other contract with the Bureau or any part thereof
 - (ii) for any loss or damage recoverable from the Contractor which the Bureau may suffer or be put to for reasons of or due to above defaults/ failures/ neglect
 - (b) and in either of the events aforesaid to call upon the Contractor to maintain the said performance security at its original limit by making further deposits, provided further that the Bureau shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time thereafter may become due for similar reasons.
- 6) Subject to sub-clause above, the Bureau shall release the performance security without any interest to the Contractor on completion of the Contractor's all contractual obligations including the Service Warranty obligations, if any.
- 7) No claim shall lie against the Bureau in respect of interest on cash deposits or Government Securities or depreciation thereof.

5.8 Insurances

- 1) The Contractor (a) shall take out and maintain, at its own cost insurance against the risks, and for the coverage, as specified in the Contract/ GCC/ SCC or any applicable law including Labour Laws; and at the Bureau's request, shall provide evidence to the Bureau showing that such insurance has been taken out and maintained and that the current premiums have been paid; for the following events which are due to the Contractor's risks:
 - a) Loss of or damage to Equipment, materials etc. of the contractor.
 - b) Personal injury or death of the employees of the contractor.
 - c) Penalties and demands by labour regulatory authorities etc.
- 2) All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.
- 3) The Bureau shall have no liability on this account.

5.9 Permits, Approvals and Licenses

Whenever the delivery of Services and incidental Goods/ Works requires the Contractor to obtain permits, approvals, and licenses from local public authorities, it shall be sole responsibility of the Contractor to obtain these and keep these current and valid. This may include but not be restricted to licences or environmental clearance, if required. The Bureau shall, if required by the Contractor, make its best efforts to assist the Contractor in complying with such requirements in a timely and expeditious manner, without any dilution of Contractor's responsibility in this regard.

5.10 Publicity: Any publicity by the Contractor in which the name of the Bureau is to be used, can be done only with the explicit written permission of the Bureau.

6. Scope of Services

6.1 Scope of Services

- 1) This Contract is for the delivery of the Services on/ during the specified date or dates and of the description, scope/ quantum, performance standards, and quality assurance set forth in the Contract.
- 2) The Contractor shall deliver Services and submit to the Bureau the reports, deliverables, outputs, and documents as specified in the tender document.
- 3) The Services shall include all such work-elements not specifically mentioned in this Contract but that can be reasonably inferred from this Contract as being required for attaining Completion of the Services as if such items were expressly mentioned in this Contract.

6.2 Option Clause for Extension of the Contract Period

The Bureau shall have the right to exercise the option, by written notification to the Contractor to extend the Contract Period by the time as deemed appropriate by the Bureau.

7. Performance Standards and Quality Assurance

7.1 Performance Standards

The Contractor shall perform the Services in accordance with the details contained in the tender document., and carry out its obligations with all due diligence, efficiency, and economy, observing sound management practices, and employ appropriate advanced technology and safe methods in accordance with the performance standards and quality control parameters as specified in the Contract. For matters where the Contract does not specify any Standard, the Services delivered shall conform to National/ International Standards or generally accepted professional techniques and practices.

7.2 Quality Control and Defect Liability

- 1) The Bureau shall check the quality of the Services and shall inspect the Contractor's performance. The Bureau shall promptly give notice to the Contractor of any defects that are identified, requesting the correction of the notified defect within a reasonable time.
- 2) If the Contractor has not corrected a Defect within the time specified in the Bureau's notice, the Bureau may take recourse to the penal clauses of the contract and may treat it as breach of contract and will be dealt accordingly.

8. Other Matters and Deployment of Resources

8.1 Security Arrangements

Contractor shall put in place security arrangements at site against unauthorised access/ trespass, pilferage, theft, leakage or misuse of property or belongings of his own or his staff or of Bureau and its Staff by his staff or third parties or trespassers.

1) Preservation of Peace

The Contractor shall take requisite precautions and use their best endeavours to prevent any riotous or unlawful behaviour by or amongst their workers and others, employed for the services, and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the site of services.

- 2) **Prohibition of Smoking and Intoxicants:** The Contractor or his staff or any labour, shall be prohibited from Smoking in 'No Smoking Zone' and Public Places and also prohibited from the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period or on site or near the site or in any of the facilities, sites, buildings, encampments, or tenements owned, occupied by or within the control of the Contractor or any of his/ his employees. The Contractor shall exercise influence and authority to the utmost extent to secure strict compliance with this condition.

8.2 Clearance of Site on Completion

On completion of the services, the Contractor shall clear away and remove from the site all tools /plants and surplus materials, rubbish and temporary works of every kind and leave the whole of the site clean to the satisfaction of the Authorised Officer.

8.3 Key Personnel

- 1) The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel are described in the tender document.
- 2) Except as the Bureau may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.
- 3) **Restrictions on the Employment of Retired Staff or Officers of the Bureau or the Government within One Year of their Retirement:** The Contractor shall not, himself be a retired Government employee of Gazetted rank, or engage any employee or associate who is a retired Government employee of Gazetted rank, if such persons have not completed one year from the date of retirement, in connection with this Contract in any manner whatsoever without obtaining prior permission of the relevant authority. If the Contractor is found to have contravened this provision it will constitute a breach of contract and the Bureau shall be entitled to terminate the Contract as per clause **14.1** and avail all available remedies thereunder.

8.4 Removal of Personnel on Orders of Authorised Officer

- 1) If the Bureau finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Bureau's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Bureau, subject to sub-clause 2) below.
- 2) The Contractor shall have no claim for additional costs arising out of or incidental to any removal or replacement of Personnel.

8.5 Safety Issues

- 1) The Contractor shall be responsible for the safety of all activities on the Site.
- 2) The Contractor shall be responsible for safety of all persons, employed by him on Site, and shall report accidents to any of them, however, and wherever occurring on Works, to the Authorised Officer or his representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the Contractor in such cases expeditiously in accordance with the Workmen's Compensation Act and other labour Laws and regulations.
- 3) **Safety of Public and Third parties:** The Contractor shall be responsible to take all precautions to ensure the safety of the public and third parties, whether on public or

9. Delivery of Services and delays

9.1 Works Programme

Before commencement of the Services, the Contractor shall submit for approval of the Authorised Officer a Works Programme showing the Methods; schedule of delivery of services, the deployment plans for Personnel; Equipment and Materials for execution of the services. The programme of delivery of Services amended as necessary by discussions with the Authorised Officer, shall be treated as the agreed Works programme for the purpose of this Contract. The Services shall be carried out and monitored in accordance with the approved Program as updated.

9.2 Compliance to Authorised Officer's Instructions

- 1) The Authorised Officer shall direct the order in which the several components of the Services shall be provided, and the Contractor shall execute without delay all orders given by the Authorised Officer from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the Services in all respects.
- 2) Any instructions or approval given by the Authorised Officer's representative to Contractor in connection with the Services shall bind the Contractor as though it had been given by the Authorised Officer provided always as follows -
 - a) Failure of the Authorised Officer's representative to disapprove any work/ Services or materials shall not prejudice the power of the Authorised Officer thereafter to disapprove such Services or material and to order the rectification thereof.

- b) If the Contractor shall be dissatisfied by reason of any decision of the Authorised Officer's representative, he shall be entitled to refer the matter to the Head of Procurement through the Authorised Officer who shall there upon confirm or vary such decision.
- 3) **Compliance with Contractor's Request for Details:** The Authorised Officer shall furnish with reasonable promptness, after receipt of the Contractor's request for the same, additional instructions by means of procedures, specifications or otherwise, necessary for the proper performance of the Services or any part thereof. All such procedures, specifications and instructions shall be consistent with the Contract Documents and reasonably inferable therefrom.

9.3 Commencement of Services

Contractor shall commence the Services and shall proceed with due expedition and without delay, **from the effective date of Contract which shall be the date on which the** Contract has been signed by the Contractor and the Bureau.

9.4 Time for Delivery of services and Extensions Thereof

The time and uninterrupted delivery of Services shall be deemed to be the essence of the Contract and subject to any requirement in the Contract as to completion of any portion or portions of the Services before completion of the whole, the Contractor shall fully and finally complete the whole of the services comprised in the Contract (with such modifications as may be directed under conditions of this Contract) in accordance with the Delivery and Completion Schedule specified in Tender document. If at any time during the currency of the Contract, the Contractor encounters conditions hindering timely performance of services, the Contractor shall promptly inform the Bureau in writing about the same and its likely duration and make a request to the Bureau for extension of the delivery schedule. On receiving the Contractor's communication, the Bureau shall examine the situation and, at its discretion, may agree to extend the completion schedule, with or without liquidated damages by issuing an amendment to the Contract in terms of the following clauses.

9.5 Extension for Delay Not Due to either the Bureau or Contractor

- 1) If in the opinion of the Contractor, the progress of Services has any time been delayed due to following reasons,, he shall forthwith give notice thereof in writing to the Authorised Officer, but shall nevertheless do due diligence to bring down or make good the delays and to proceed with the services:
 - a) any act or neglect of the Bureau's employees or
 - b) proceeding taken or threatened by or dispute with external third parties arising otherwise than from the Contractor's own default etc. or
 - c) delay authorized by the Authorised Officer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Bureau for which he shall have specially applied in writing to the Authorised Officer or his authorized representative
- 2) The Contractor may also indicate the period for which the Services are likely to be delayed and shall be bound to ask for necessary extension of time. The Authorised Officer on receipt of such request from the Contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms, and conditions of Contract being applicable as if such extended period of time was originally provided in the original Contract itself.

9.6 Extension for Delay Due to Bureau

In the event of any failure or delay by the Bureau, in discharging following obligations under the Contract or that are necessary for the delivery of the services, then such failure or delay shall in no way affect or vitiate the Contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Bureau shall grant such extension or extensions of the completion date as may be considered reasonable:

- a) give the necessary notice to commence the services, or
- b) provide the necessary facilities/ documents/ data or instructions or approvals or
- c) any other delay caused by the Bureau due to any other cause whatsoever.

9.7 Extension of Time for Delay Due to Contractor

- 1) If the Contractor fails to deliver the Services within the period fixed for such delivery in the Contract or as extended or at any time repudiates the Contract before the expiry of such period for the reasons other than the reasons specified in sub-clauses above, the Bureau may, if satisfied that the service delivery can be completed

by the Contractor within reasonable short time, thereafter, allow the Contractor further extension of time as the Authorised Officer may decide.

- 2) On such extension, the Bureau shall be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed Liquidated Damages not by way of penalty.
- 3) Provided further, that if the Bureau is not satisfied that the services can be completed by the Contractor or in the event of failure on the part of the Contractor to complete the service within further extension of time allowed as aforesaid, the Bureau shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract as per clause **14.1** and avail any or all the remedies therein including levy of penalty as per the terms of the contract, whether or not actual damage is caused by such default.

10. Suspension of Services

10.1 Suspension Ordered by Authorised Officer

The Contractor shall on the order of the Authorised Officer, suspend the progress of the Services or any part thereof for such time or times and in such manner as the Authorised Officer may consider necessary, if such suspension is considered necessary for the proper execution of the Services or by the reason of extraneous conditions or by some default on the part of the Contractor.

10.2 Extension of Time and Compensation

The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the service, but in the event of any suspension ordered by the Authorised Officer for reasons other than aforementioned and when each such period of suspension exceeds **14 days**, the Authorised Officer shall extend the time of service for completion of the Services as he may consider proper, having regard to the period or periods of such suspensions and to such compensations to the Contractor as the Authorised Officer may consider reasonable in respect of the recurring expenses such as salaries or wages paid by the Contractor to his employees/workers during the periods of such suspension subject to production of the supporting documents substantiating such payments to his employees or labours whose details were furnished by him to the Bureau as having deployed solely for the execution of the contract before ordering such suspension and which had been agreed by the Bureau.

10.3 Force Majeure

On the occurrence of any unforeseen event, beyond the control of either Parties, directly interfering with the delivery of Services arising during the currency of the Contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within **a week** from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Bureau in writing, the Contractor shall continue to perform its obligations under the Contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of **60 days** or more at any time, either party shall have the option to terminate the Contract on expiry of **60 days** of commencement of such force majeure by giving **7 days' notice** to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this Contract prior to such termination.

Notwithstanding the remedial provisions contained in GCC clause **14**, none of the Party shall be seeking any such remedies or damages for the delay or failure of the other Party in fulfilling its obligations under the Contract if it is the result of an event of Force Majeure.

11. Prices and Payments

11.1 Prices

Unless otherwise stipulated in the SCC or the Contract, Prices shall be fixed and firm.

11.2 Taxes and Duties

1) The Contractor shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the Contracted Services to the Bureau. Further instruction, if any, shall be as provided in the SCC or Tender Document.

2) Payment of GST Tax under the Contract:

- (a) Wherever the successful bidder invoices the Services at GST rate or HSN number which is different from that incorporated in the Contract; payment shall be made as per GST rate which is lower of the GST rates incorporated in the Contract or billed. The Bureau shall not be responsible for the payment of tax or duty made by the Contractor under misapprehension of law.

- (b) While claiming reimbursement of duties, taxes etc. (like GST) from the Bureau, the Contractor shall also certify that, in case he gets any refund out of such taxes and duties from the concerned authorities at a later date, he shall refund to the Bureau, the Bureau's share out of such refund immediately on receiving the same from the concerned authorities.
- (c) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess supplies or revision in prices or for any other reason under the Contract shall be submitted to the Bureau in compliance with GST provisions.
- (d) In case of profiteering by the Contractor relating to GST tax, the Contractor shall be liable to administrative actions such as deregistration, suspension of business dealing or banning of business dealing, in addition to recovery and action by the GST authorities under the Act.
- (e) Contractor should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoice after adjusting advance payments if any as per Contractual terms and GST Provisions.
- (f) Any late delivery i.e., delivery after the due date attracts payment of damages by the vendor/ Contractor as agreed mutually. It is agreed by the Contractor that such damages become recoverable by the Bureau with applicable GST thereon.

3) GST Compliance Rating of Bidders:

- (a) Contractor of Goods/ Services shall make all out efforts to comply with the provisions under GST Act and Rules thereunder and also strive to maintain high compliance rating score under GST during the period of Contract with the Bureau.
- (b) In the event of default on Contractor's part in payment of tax and submission/ uploading of monthly returns, the Bureau shall be well within its contractual right to withhold payments, especially the tax portion, until Contractor corrects the default or complies with the provisions of GST and produces satisfactory evidence to that effect or upon GST appearing on the Bureau's GST portal.

4) Statutory Variations:

Any amendment to GST rate or HSN number in the Contract shall be as per the Contractual conditions and statutory amendments in the quoted GST rate and HSN number.

11.3 Terms and Mode of Payment

- 1) The payments shall be made in the manner as per the Bureau's payment procedures. Unless otherwise stipulated in the SCC, payments above INR 5,000 (or any other threshold specified in SCC/ Contract) to Contractors shall be made through ECS only. The Contractor shall give his consent in a mandate form for receipt of payment through NEFT. In case of non-payment through EFT, or where EFT facility is not available, payment may be released through cheque.
- 2) The Contractor shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., duly signed with date, as specified in Contract and in a manner as also specified therein.
- 3) While claiming payment, the Contractor is also to certify in the bill that the payment being claimed is strictly in terms of the Contract and all the obligations on the part of the Contractor for claiming that payment has been fulfilled as required under the Contract.
- 4) Withholding and lien in respect of sums claimed:
 - a) Whenever any claim or claims for payment of a sum of money arises out of or under the Contract against the Contractor, the Bureau shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalisation or adjudication of any such claim from -
 - (i) Any security or retention money, if any, deposited by the Contractor.
 - (ii) In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same Contract or any other contract with the Bureau.
 - b) Where the Contractor is a partnership firm or a limited company, the Bureau shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, as the case may be, whether in his individual capacity or otherwise.
 - c) It is an agreed term of the Contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Bureau shall be kept withheld or retained as such by the Bureau till the claim arising out of or under the Contract is determined by the Arbitrator (if the Contract is governed by the Arbitration Agreement) or by the competent court, as the case may be, and that the Contractor shall have no claim for interest or damages

whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor.

- d) Lien in respect of Claims in other Contracts: Any sum of money due and payable to the Contractor (including the performance security deposit returnable to him) under the Contract may be withheld or retained by way of lien by the Bureau against any claim of the Bureau in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Bureau.

11.4 Final payment

11.4.1 Cessation of Bureau's Liability

After the issuance of Completion Certificate, the Bureau shall not be liable to the Contractor for any matter arising out of or in connection with the Contract for the delivery of the Services, unless the Contractor shall have made a claim in writing in respect thereof before the issue of the Completion Certificate for service in Contract.

11.4.2 Unfulfilled Obligations

Notwithstanding the issuance of Completion Certificate for service, the Contractor and the Bureau, shall remain liable for the fulfilment of any obligation incurred under the provision of the Contract prior to the issuance of the Completion Certificate for service, which remains unperformed at the time such certificate is issued. For the purposes of determining the nature and extent of any such obligations, the Contract shall be deemed to remain in force between the parties thereto.

11.5 Payment Against Time Barred Claims

All claims against the Bureau shall be legally time barred after a period of three years calculated from the date when the payment falls due. The Bureau is entitled to and it shall be lawful for it to reject such claims.

11.6 Signing Of "No Claim" Certificate

The Contractor shall not be entitled to make any claim whatsoever against the Bureau under or by virtue of or arising out of this Contract, nor shall the Bureau entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the Bureau in such form as shall be required by the Bureau after the services are provided or works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

12. Resolution of Disputes

12.1 Settlement of Disputes:

The Bureau and the Contractor 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. If a dispute(s) of any kind whatsoever that cannot be resolved, the same shall be referred to the Arbitrator, appointed by the Authorized Officer. The provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time shall apply.

- 13.** The conditions relevant to the nature, context, requirements and scope of the procurement intended through this tender document or Expression of Interest or Request for Proposal shall govern the contract save as otherwise provided in SCC and other Contract documents which have overriding effect over GCC.

14. Defaults, Breaches, Termination, and closure of Contract

14.1 Termination due to Breach, Default, and Insolvency

14.1.1 Defaults and Breach of Contract

In case the Contractor undergoes insolvency or receivership; neglects or defaults or expresses inability or disinclination to honour his obligations relating to performance of Contract or ethical standards or any other obligation that substantively affects the Bureau's rights and benefits under the Contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

- 1) **Default in Performance and Obligations:** if the Contractor fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Ethics) within the time period specified in the Contract, or within any extension thereof granted by the Bureau.
- 2) **Insolvency:** if the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

- 3) **Liquidation:** if the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture—holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

14.1.2 Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the Contractor, giving **"two weeks"** notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the Contractor would be temporary withheld to safeguard needed recoveries, that may become due on invoking contractual remedies.

14.1.3 Terminations for Default

- 1) **Notice for Termination for Default:** In the event of unsatisfactory resolution of 'Notice of Default' within **two weeks** of issue of Notice of Default to the Contractor as per sub-clause above, the Bureau, if so decided, shall by written Notice of Termination for Default sent to the Contractor, terminate the Contract in whole or in part, without compensation to the Contractor.
- 2) Such termination shall not prejudice or affect the rights and remedies which have accrued or shall accrue thereafter to the Bureau.
- 3) Unless otherwise instructed by the Bureau, the Contractor shall continue to perform the Contract to the extent not terminated.
- 4) All Service Warranty obligations if any shall continue to survive despite the termination.

14.1.4 Contractual Remedies for Breaches and Defaults

If there is an unsatisfactory resolution within this period, the Bureau shall take one; or more of following contractual remedies

- 1) Temporarily withhold payments due to the Contractor till recoveries due to invocation of other contractual remedies are complete
- 2) Call back any loaned property or advances of payment, if any, with levy of interest at prevailing rate
- 3) Recover liquidated damages for delays
- 4) Encash or Forfeit performance or other contractual securities
- 5) Prefer claims against insurances if any
- 6) Terminate Contract for default, fully or partially
- 7) Debar the Contractor following due process, from participation in the Bureau's tenders, including delisting from list of registered suppliers.
- 8) Initiate proceedings in court of law for transgression of law, tort, and loss, not addressable by above means.

14.1.5 Limitation of Liability

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the Contractor to the Bureau, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Bureau with respect to patent infringement.

14.2 Termination for Convenience and Frustration

14.2.1 Notice for Determination of Contract

- 1) The Bureau reserves the right to terminate the Contract, in whole or in part for its (the Bureau's) convenience or frustration of Contract as per clause **14.2.2** below, by serving written 'Notice for Determination of Contract' on the Contractor at any time during the currency of the Contract. The notice shall specify that the termination is for the convenience of the Bureau or for frustration. The notice shall also indicate inter-alia, the extent to which the Contractor's performance under the Contract is terminated, and the date with effect from which such termination shall become effective.
- 2) Such termination shall not prejudice or affect the rights and remedies which have accrued or shall accrue thereafter to the Bureau.
- 3) Unless otherwise instructed by the Bureau, the Contractor shall continue to perform the Contract to the extent not terminated.
- 4) All Service Warranty obligations if any shall continue to survive despite the termination.

14.2.2 Frustration of Contract

- 1) **Notice of Frustration Event:** Upon a supervening cause occurring after the effective date of the Contract, including a change in law, beyond the control of either party whether as a result of Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the Contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the Contract, as may be necessary

to complete its performance. However, if the parties cannot reach mutual agreement within **60 days** of the initial notice, the Bureau, may issue a 'Notice for Determining the Contract' and terminate the Contract due to its frustration as in sub-clause above.

2) However, the following shall not be considered as such a supervening cause:

- a) Commercial impossibility or unviability or unprofitability or lack of funds
- b) If caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

14.3 Closure of Contract

14.3.1 No Claim Certificate and Release of Contract Securities

After mutual reconciliations of outstanding payments and assets on either side the Contractor shall submit a "No-claim certificate" to the Bureau requesting further for release of its contractual securities, if any. The Bureau shall release the Contractual securities without any interest, if there is no outstanding obligation, asset, or payments due from Contractor.

14.3.2 Completion of obligation

The Contract shall stand closed upon successful performance of all obligations by both parties to the Contract, including completion of warrantee obligations and final payment.

14.3.3 Upon Termination

Contract shall also be treated as closed on Termination and settlements, if any, thereafter as per clause **14.1 and 14.2** above.

15. Code of Integrity in Public Procurement and Serious Misdemeanours:

15.1 Code of Integrity

Procuring authorities as well as bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during execution of resultant contracts:

- 1) **"Corrupt practice"** - making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;
- 2) **"Fraudulent practice"** - any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a Contract or in execution of the Contract;
- 3) **"Anti-competitive practice"** - any collusion, Bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bureau, that may impair the transparency, fairness, and the progress of the Tender Process or to establish Bid prices at artificial, non-competitive levels;
- 4) **"Coercive practice"** - harming or threatening to harm, persons, or their property to influence their participation in the Tender Process or affect the execution of a contract;
- 5) **"Conflict of interest"** - participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked or the Execution Contract to which this procurement of consultancy services is linked; or if they are part of more than one Bid in the procurement; or if their personnel have relationship or financial or business transactions with any official of Bureau who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Bureau with an intent to gain unfair advantage in the Tender Process or for personal gain;
- 6) **"Obstructive practice"** - materially impede the Bureau's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bureau's rights of audit or access to information;

15.2 Obligations for proactive disclosures:

- 1) The Bureau as well as bidders, suppliers, contractors, and consultants, are obliged under this Code of Integrity to *suo-moto* proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of contract. Failure to do so shall amount to violation of this code of integrity.
- 2) Any bidder must declare, whether asked or not in a Bid-document, any previous transgressions of such code of integrity with any entity in any country during the last three years or of being debarred by any other procuring organisation. Failure to do so shall amount to violation of this code of integrity.

15.3 Restriction on Potential Conflict of Interests

During the term of ensuing Contract and after its termination, the successful Contractor, and its affiliates, shall be disqualified from providing goods, works, or Services (other than the subject Service of this Contract and any continuation thereof) for any project resulting from or closely related to the subject Services of this Contract. Neither the Contractor nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Contract, any business or professional activities in the India which would conflict with the activities assigned to them under this Contract.
- b) after the termination of this Contract, such other activities as may be specified in the SCC or Tender Document.

15.4 Serious Misdemeanours

15.4.1 Serious Misdemeanours

Following shall be considered serious misdemeanours - if a bidder/ contractor:

- 1) Other than in situations of force majeure, after opening of financial bids, the Contractor withdraws from the Tender Process or after being declared as successful bidder: (a) withdraws from the process; (b) fails to enter into a procurement contract; or (c) fails to provide performance security or any other document or security required in terms of the Tender Document.
- 2) Directly or through an agent violates during procurement or execution of the Contract - the code of ethics mentioned in **clause 15** of the GCC or the Code of Integrity in Public Procurement or the Integrity Pact.
- 3) Violates the safety or statutory norms that result in industrial accidents leading to loss or injury to life or property or to any other legal liability to the Bureau;
- 4) Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement; or
- 5) Is determined by an appropriate agency of the Government, to have doubtful loyalty to the country or national security consideration.

15.5 Penalties

Without prejudice to and in addition to the rights of the Bureau to other remedies as per the tender document or the Contract, If the Bureau concludes that a (prospective) bidder/contractor directly or through an agent has violated this code of integrity or committed a serious misdemeanour in competing for the Contract or in executing a contract, the Bureau shall take appropriate measures including the following:

1) if his bids are under consideration in any procurement

- a) Forfeiture or encashment of Bid Security (EMD) or Invocation of the Bid Security Declaration, as may be applicable
- b) calling off of any pre-contract negotiations, and;
- c) rejection and exclusion of the bidder from the Tender Process

2) if a contract has already been awarded

- a) Termination of Contract for Default and availing all remedies prescribed thereunder;
- b) Encashment or Forfeiture of any contractual security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the Bureau along with interest thereon at the prevailing rate;

3) Remedies in addition to above:

- a) Debarment from participation in future procurements of the Bureau for a period upto a period of **two years** (save as otherwise provided for in contract documents) or removal from the list of registered Contractors or
- b) In case of anti-competitive practices, information for further processing shall be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- c) Initiate proceedings in court of law for transgression not addressable by above means.
- d) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.