Government of India
Ministry of Jal Shakti
Department of Drinking Water and Sanitation,

Request for Proposal (RFP) for

Conceptualization, designing, fabrication and display of Jal Jeevan Mission Tableau in Republic Day Parade-2024 on the theme VIKSIT BHARAT: ‘Badalte Bharat ki Badalti Tasveer’ (बदलते भारत की बदलती तस्वीर)

Department of Drinking Water and Sanitation
National Jal Jeevan Mission
4th Floor, Pt. Deen Dayal Antyodaya Bhawan
CGO Complex, Lodhi Road
New Delhi – 110003

November-2023
A. Disclaimer

1. The information contained in this Request for Proposal (hereinafter referred to as RFP) document is provided to the bidder (s), by Department of Drinking Water and Sanitation, Ministry of Jal Shakti, Government of India (hereinafter referred to as DDWS, on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

2. The purpose of this RFP document is to provide the bidder (s) with information to assist the formulation of their proposals. This RFP document does not purport to contain all the information each bidder may require. This RFP document may not be appropriate for all persons and it is not possible for DDWS, its employees and/or advisors to consider the business/ investment objectives/ financial institution and particular needs of each bidder who reads or uses this RFP document. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtains independent advice from appropriate sources.

3. DDWS will not have any liability to any Bidder/Firm or any other person under any laws (including without limitation of the law of contract), the principles of equity, restitution or unjust enrichment or otherwise from any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the assignment, the information and any other information supplied by or on the behalf of DDWS or their employees, any Agency or otherwise arising in any way from the selection process for the assignment. DDWS will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon any statements contained in this RFP.

4. DDWS will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that DDWS is bound to select a bidder or to appoint the selected applicant, as the case may be, for the services and DDWS reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. DDWS also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP bid.

5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DDWS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. DDWS reserves the right to change/modify/amend any or all provisions of this RFP document. Such revisions to the RFP will be made available on the website of DDWS and CPP portal.

B. Data sheet:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Name of the Client:</strong> Department of Drinking Water and Sanitation, Ministry of Jal Shakti</td>
</tr>
<tr>
<td>3.</td>
<td>Proposal should contain scan copy of EMD/ Bid security of Rs. 5,00,000/- in the name of the “Pay and Accounts Officer, Department of Drinking Water &amp; Sanitation, New Delhi, Pin-110003”. The original copy of the EMD must be submitted in the DDWS latest before the deadline for the submission of RFP documents.</td>
</tr>
<tr>
<td>4.</td>
<td>The exact date and time of financial bid opening would be intimated later.</td>
</tr>
</tbody>
</table>

C. Glossary

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>DDWS</td>
<td>Department of Drinking Water and Sanitation, Ministry of Jal Shakti</td>
</tr>
<tr>
<td>CPPP</td>
<td>Central Public Procurement Portal</td>
</tr>
<tr>
<td>TEC</td>
<td>Tender Evaluation Committee</td>
</tr>
<tr>
<td>EMD</td>
<td>Earnest Money Deposit</td>
</tr>
<tr>
<td>GoI</td>
<td>Government of India</td>
</tr>
<tr>
<td>JJM</td>
<td>Jal Jeevan Mission</td>
</tr>
<tr>
<td>QCBS</td>
<td>Quality and Cost Based Selection</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
</tbody>
</table>
### Important Dates/ Schedule:

<table>
<thead>
<tr>
<th>S. No</th>
<th>Particular</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Date of issuance/publishing of RFP document</td>
<td>30.11.2023</td>
</tr>
<tr>
<td>2.</td>
<td>Pre-bid meeting to bring the bidders about scope of work/ to reply the queries, if any</td>
<td>04.12.2023 (if required)</td>
</tr>
<tr>
<td>3.</td>
<td>Last date of Bid submission</td>
<td>07.12.2023 Time: 03:30 PM</td>
</tr>
<tr>
<td>4.</td>
<td>Presentation by the agencies/ bidders</td>
<td>08.12.2023 Time: 11:00 AM</td>
</tr>
<tr>
<td>5.</td>
<td>Date of opening of Financial Bid</td>
<td>Will be communicated to all agencies separately.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tentative date: 11.12.2023</td>
</tr>
</tbody>
</table>
1. Letter of invitation (LOI)
F. No. W-11044/2/2021/JJM-VI-DDWS  
Government of India  
Ministry of Jal Shakti  
Department of Drinking Water & Sanitation

4th Floor, Antyodaya Bhawan  
CGO Complex, Lodhi Road  
New Delhi – 110003  
Dated: 30th November, 2023

Request for Proposal (RFP)


2. The RFP document, containing the information to agencies, terms of reference (ToR), requirement of qualifications and experience of the firm and key experts, criteria for evaluation of proposals and selection procedure related can be downloaded from the DDWS’s website https://jalshakti-ddws.gov.in and CPP portal www.eprocure.gov.in.

3. Bidders meeting the qualification criteria shall be invited for a PPT presentation before the Tender Evaluation Committee of DDWS.

4. The bidders are required to submit their RFP documents on or before 07th December, 2023 latest by 3:30 PM In case it is a holiday, the next working day will be the last date for bid submission.

5. Queries, if any, may be referred in writing to the Under Secretary (JJM-VI), at the above-mentioned address or Telephone No. 011-24361424 or at e-mail– arun.moca@nic.in

(Santosh Kumar)  
Under Secretary to Govt. of India  
Department of Drinking Water and Sanitation  
Antyodaya Bhawan, CGO Complex,  
Lodhi Road, New Delhi – 110003

Note: DDWS reserves the right to cancel this request for proposal and/or invite afresh with or without amendments, without liability or any obligation for such RFP and without assigning any reason. Information provided at this stage is indicative and DDWS reserves the right to amend/add further details in the RFP.
2. Description of assignment
2. Description of assignment:
Engagement of an Agency for conceptualization, designing, fabrication and display of “‘Viksit Bharat: Badalte Bharat ki Badalti Tasveer’ (बदलते भारत की बदलती तस्वीर)” tableau of Department of Drinking Water and Sanitation, Ministry of Jal Shakti Bids are invited from the agencies/firms/organizations for conceptualization, designing, fabrication and display of “‘Viksit Bharat: Badalte Bharat ki Badalti Tasveer’ (बदलते भारत की बदलती तस्वीर)” tableau, Department of Drinking Water and Sanitation, Ministry of Jal Shakti DDWS.

2.1 Jal Jeevan Mission (JJM) and Swachh Bharat Mission - Grameen
Government of India is committed to provide piped drinking water supply for all rural households and toilets for every rural family. Department of Drinking Water & Sanitation, Ministry of Jal Shakti will showcase its work under both the themes of ‘Viksit Bharat: Badalte Bharat ki Badalti Tasveer’ for its tableaux for RD Parade 2024.

2.2 Brief Purpose and Scope of Work:

Scope of work:
2.2.1 In the Republic Day Parade-2024 i.e., 26th January, 2024, Department of Drinking Water & Sanitation, Ministry of Jal Shakti, Government of India is proposing to field tableau on the theme of “Badalte Bharat ki Badalti Tasveer’ (बदलते भारत की बदलती तस्वीर)”.

Jal Jeevan Mission, Department of Drinking Water & Sanitation, Ministry of Jal Shakti may propose to showcase its work under the theme of ‘Viksit Bharat’ for RD Parade 2024. Under the mission, since 2019; Jal Jeevan Mission has made significant progress by adding over 10.5 Crore new tap water connection.

Theme: VIKSIT BHARAT: ‘Badalte Bharat ki Badalti Tasveer’ (बदलते भारत की बदलती तस्वीर):

Success of Jal Jeevan Mission which can be depicted this year:

- JJM Has transformed Rural India by providing over 10.5 Cr New tap water connection in just four years
- Developed, millions of new water supply infrastructure across India
- Adapted Solar based piped water supply scheme to promote green energy commitment made by India
- Accelerating the efforts of India towards achieving SDG 6.1 goal well before the committed time
- Worked towards, providing Ease-of-living to millions of women
- Helping girl child to keep focus on study
- Enhancing Health by providing assured clean tap water
- Provision of Soak pits to promote re-use of water
- Water Conservation activities
Other benefits:
❖ Girls can now focus on study
❖ Employment generation for women
❖ Health benefits- saving millions of extra out of pocket expenditure
❖ Provision of tap water at households has relieved women from century old drudgery of fetching water from the standpost
❖ Time saved from collecting water is used for educating children, learning new skills and engaging in economic activities

We aim to depict the following through the tableaux:
▪ Picture of Viksit Bharat by showing a model village, which is a dream village of the nation.
▪ Gram Swaraj as decisions are taken in Gram Sabha meeting
▪ Ensuring tap water in schools and anganwadi centres
▪ Using Solar panels to pump water into the water tank-Green Energy promotion
▪ Empowerment of women as they are decision makers in Village Water & Sanitation Committee (VWSC)
▪ Women are testing water and ensuring prescribed quality water is supplied at all times

The scope of work would include among other things, conceptualizing, designing, fabrication and display a tableau; preparing a 2D sketch in detail the same as presentation in 3D wire frame or other appropriate software and; 3D scale model and finally fabrication of the same as a tableau for the Republic Day Parade, and its display during the Parade. Each activity will be subject to clearance/approval by Ministry of Defence (MoD).

2.2.2 The work has to be undertaken on a turnkey basis and will include all aspects of fabrication of tableau i.e. from conceptualization, making of designs, modification of designs from time to time as per the requirement and instructions, presentation of the designs before the selection committees of the DDWS and Ministry of Defence, fabrication of the models, modifications thereof as per requirements and instructions, presentation of the model before the committees of DDWS and Ministry of Defence and upon selection of the model, fabrication of the actual tableau and its display at the parade, as per the requirement, specification, time schedule and instructions by the Department of Drinking Water & Sanitation and Ministry of Defence.

2.2.3 Providing of suitable/appropriate lyrics, composing of music, arrangements of artists and actual pre-recording of the music for use in the tableau.

2.2.4 Arrangements of choreography as per requirement including arrangements of artists etc.

2.2.5 The job will also involve actual presentation and display of tableau during the Republic Day parade, full dress rehearsal and maintenance of required services at the time of presentation during the event.
2.2.6 The turnkey project would also include any other work that may have direct or indirect bearing with the fabrication and presentation of the tableau and may facilitate the project in any manner.

2.2.7 DDWS will have the right to modify, change, accept or reject the work in totality or any part thereof or cancel the project at any stage without assigning any reason. The copyright of the work shall vest with the DDWS and it would have rights on the awards won, if any.

2.2.8 The specifications of the tableau, 2D sketch and 3D scale model etc., are to be as per the specification of the MoD (details enclosed at Annexure–III)

2.2.9 While it would be the sole responsibility of the successful bidder to whom the work is awarded to ensure appropriate and excellent aesthetic, creative and technical delivery of the tableau. DDWS would from time to time review, monitor and advise and if needed seek modifications to suit the needs and as deemed appropriate.
3. Information to agencies (ITA)
3. Information to agencies

3.1 Purpose of RFP:
The purpose of this RFP is to provide information to the prospective bidders, with the necessary built-in capacity, to enable them to prepare and submit their responses for the services to be rendered to the DDWS in conformity of the terms of the present assignment.

3.2 Duration of the Contract:
3.2.1 The Contract period for the project will be up to 26th January, 2024.

3.3 Time Line for the assignment:
3.3.1 The agency selected for execution of the job has to complete the tableau as per deadlines and time schedule fixed by the MoD for completion of various stages of the work and any time schedule to be fixed by the DDWS so as to enable the authorities to monitor and refine the processes involved in fabrication, as per their requirement from time to time, before the display (This will be intimated to the selected vendor).
3.3.2 The designated officer in-charge will have the right to make necessary modifications/alterations in the layout till the last moment in order to ensure that a quality product is finally put on display.
3.3.3 After the event is over, the agency shall be responsible for dismantling and removing the materials, as per the prescribed time schedule of the MoD and shall be liable to 'pay any demurrage’ that might be imposed by MoD for non-compliance of dismantling schedule.
3.3.4 Dismantling and removal of material has to be done by the agency at its own cost, hence the same may be factored in the financial quote.
3.3.5 Dismantling should be done in such a manner as to enable the DDWS to use the model in any way it deems fit.
3.3.6 The decision of DDWS about the quality of services will be final and shall not be challenged by the Agency on any ground whatsoever. No stock footage will be used by the Agency without the prior approval of DDWS.
3.3.7 Failure to meet the time schedules will invite penalty @ 0.5% of the contract value per day, subject to a maximum of 10%.

3.4 Deliverables:
3.4.1 The work of tableau will be executed in three stages viz. (i) acceptance of concept by Ministry of Defence, (ii) acceptance of 3D model by Ministry of Defence and (iii) actual participation on 26th January, 2024.
3.4.2 The cut-off dates of delivery at each stage are crucial. The selected Agency to deliver the concept notes, designs, 3D models, and display the tableau on 23rd January 2024 (Final Rehearsal) and finally on 26th January, 2024. Failure to deliver within the deadline would amount to non-performance and DDWS would invite action as per clause 3.3.7.
3.4.3 The selected Agency to follow the date lines given by the Ministry of Defence (MoD) for each stage strictly and also to attend the meeting with the High-level committee at different stages.

3.5 Payment Procedure:

3.5.1 The payment shall be made to the Agency as per the following schedule:

3.5.2 5% of total contract value will be paid after approval of Concept and Design of DDWS Tableaux by MoD, intended for tableau demonstration. This will be irrespective of the fact that the tableau is finally selected by the MoD or otherwise.

3.5.3 25% of the total contract value shall be released after completion of the work up to the preparation of the structure (including the woodwork) with successful test of model simulations of shock table test and mock drills of drop-cover-hold exercise.

3.5.4 60% of the total contract price shall be paid after satisfactory completion and display of the tableau as detailed in the scope of the work on 26th January, 2024 and completion of all the formalities.

3.5.5 10% of the cost of the project will be deducted as salvage value of the tableau from the final bill, unless DDWS decides to retain the tableaux, in which case the amount will be paid to the Agency.

3.5.6 Deduction at source for income tax or any other tax as applicable shall be made as per rules.

3.5.7 DDWS shall not be liable for any default of payment by the Agency to the parties involved or engaged by it for this project.

3.5.8 DDWS will not bear any additional cost of any kind for any work that the Agency may have to undertake in course of the project beyond agreed amount as per tender.

3.5.9 GST as applicable with any cess, would be payable only after submission of documentary evidence of deposit by the Agency.

3.6 Currency of Payment:
All payments shall be made in Indian Rupees (INR).

3.7 Submission of RFP documents:

3.7.1 The RFP documents has been uploaded at website of DDWS (https://jalshakti-ddws.gov.in), GeM and at CPP portal www.eprocure.gov.in. The bids are to be submitted in online mode only at CPP website: https://eprocure.gov.in/eprocure/app and GeM Manual Bids shall not be accepted.

The completely filled in formats, attached with the RFP document, are to be enclosed with the proposal. The bidders are required to attach:

a) scanned copy of PAN;

b) TIN No., GST registration number;

c) sales tax registration number;
d) audited statement of annual turnover for the last 5 years (2018-19, 2019-20, 2020-21, 2021-22, 2022-23) and copy of previous work completion certificates for the last 5 years (2018-19, 2019-20, 2020-21, 2021-22, 2022-23);

e) work experience & qualification related documents of proposed team members and other relevant supporting documents with the proposal.

The document should clearly super-scribe "RFP for engagement of an agency/firm/organization for conceptualization, designing, fabrication and display of tableau on Jal Jeevan Mission in Republic Day on the theme 'Viksit Bharat: Badalte Bharat ki Badalti Tasveer' (बदलते भारत की बदलती तस्वीर)’ should bear the name & complete address of the agency/firm/organization/ bidder.

3.7.1.1 The RFP document in the prescribed pro-forma should be submitted via e-tendering mode, latest before 3:30 pm of 07.12.2023. The RFP not in prescribed pro-forma is liable to be rejected. The scan copy and details of the EMD is to be attached in the document. The original copy of the EMD must be submitted in the DDWS latest before the deadline for the submission of RFP documents.

3.7.1.2 In case the last date falls on a holiday, the next working day shall be considered as the last day for submission of RFPs.

3.7.1.3 The agency/firm/organization/bidder is required to submit the documents relevant to their claim. The bidders must ensure that all the pages of bids must bear the initial of the authorized representative of the bidding Agency.

3.7.1.4 The responsibility for ensuring that the applications are delivered in time vests with the "Bidders”.

3.7.1.5 The DDWS may, at its discretion, extend this deadline for the submission of application, in which case, all rights and obligations of the “DDWS” and Bidder(s) previously subject to the deadline will thereafter be subjected to the deadline as extended.

3.7.1.6 The applications submitted by the respective “Bidder(s)” in response to this RFP shall be valid until the award of the contract by the DDWS and the “Bidders” shall be bound by their bids until such period.

3.7.1.7 The application(s) and material(s) submitted by the Bidder(s) in response to this RFPs will become the property of the “DDWS”.

3.7.1.8 The DDWS shall neither be responsible nor pay any expenses or losses which may be incurred by the “Bidder(s)” in the preparation and submission of their application.

3.7.1.9 The application submitted by “Bidders” shall be treated as private and confidential documents, whether or not the DDWS accepts an application.

3.7.1.10 While submitting a bid, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.
In case of any doubt on this RFP with regard to the scope of work, terms and conditions etc., the same shall be got cleared from the DDWS before submitting financial bids by a prospective bidder.

The bidders who download this RFP shall not tamper the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered, the bid shall be completely rejected and EMD would be forfeited.

Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet.

Financial Bid submission: The cost should be quoted in Indian Rupees only inclusive of all taxes and charges. The quoted cost shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

Documents required to be submitted along with the bid

The Agency bidding for the above shall furnish the following self-attested copies of documents along with the bid:

1. Certificates/work-orders for any theme-based fabrication showing experience of conceptualization of theme, fabrication and display either of Republic Day Tableaux or at National level or State level exhibitions over five years.
2. Valid GST Registration Certificate.
3. PAN Card along-with Income Tax return for the last five years.
4. The Bid shall be typed and be stamped & signed by a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by a written power-of-attorney acing the bid. The person or persons signing the bid shall initial all pages with seal/stamp.

The bid security shall be forfeited,

1. If the bidder withdraws its bid during the period of validity specified in the bid form.
2. If the successful bidder fails to sign contract within one week of the issue of Letter of Contract/Award.
3. If the successful bidder fails to furnish performance security.

In either case, the bidder shall not be eligible to participate in any tender initiated by DDWS for same item for three years from the date of issue of Notice Inviting Tender. The bidder shall not approach the court against the decision of DDWS in this regard.

Scan Copy of the EMD (Original to be submitted separately)

FINANCIAL BID TO BE UPLOADED ON CPP PORTAL and GeM.

Failure to furnish the information and documents required may result in rejection of the Bid.

Bid Security/EMD:
The Bidders are required to submit the original Bid Security/EMD of Rs. 5,00,000/- in the name of the “Pay and Accounts Officer, Ministry of Drinking Water & Sanitation, New Delhi
110003”, in form of Bank Guarantee/Demand Draft/Banker Cheque valid for the period of 45 days beyond the validity period of the proposal. The hard copy of original instruments in respect of earnest money, original copy of affidavits must be submitted to the “The Under Secretary (JJM-VI), DDWS, 4th floor, ‘Antyodaya Bhawan’, CGO Complex, Lodhi Road, New Delhi – 110003” on or before bid opening date/time as mentioned in critical date sheet. Bid Security/EMD will be released to unsuccessful bidders once the contract has been signed with the winning agency at the earliest after expiry of final bid validity and latest on or before the 30th day after the award of the contract.

The envelope containing the Earnest Money shall be deposited with Shri Arun Kumar, Under Secretary (JJM-VI), Department of Drinking Water and Sanitation, 4th Floor, ‘Antyodaya Bhawan’, CGO Complex, Lodhi Road, New Delhi – 110003 before 3.30 PM on 07. 12.2023. The bid of those agency who does not deposit the earnest money before above date and time will not be considered for opening on 11.12.2023 and their bid documents will be returned unopened.

3.10 Number of Applications:
Each bidder shall submit only one (1) application for the assignment. Any bidder, who submits or participates in more than one application will be disqualified.

3.11 Clarifications:
Queries if any may be referred in writing to the “Under Secretary (JJM-VI), Department of Drinking Water and Sanitation, Ministry of Jal Shakti, 4th Floor, ‘Antyodaya Bhawan’, CGO Complex, Lodhi Road, New Delhi” or on Telephone No.011-24361424 or at E-mail: arun.moca@nic.in

3.12 Conflict of Interest:
DDWS requires that the short-listed agencies provide professional, objective, and impartial service and at all times, hold paramount the interests of DDWS and strictly avoid conflicts with other assignments or its own interests. The shortlisted Agency shall not accept or engage in any assignment during the course of entire period of assignment that would be in conflict with, or that may place it in a position of not being able to carry out the assignment for which it has been engaged.

3.13 Fraud and Corrupt Practices:

3.13.1 The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything contrary to the contents of this RFP, DDWS shall reject an application without being liable in any manner whatsoever to the bidder, if it determines that the Bidder has, directly or indirectly, or through an agent, has engaged in corrupt, fraudulent, coercive, undesirable or restrictive practice (collectively the “Prohibited Practices”) in the selection process.

Without prejudice to the rights of DDWS under clause above herein above, if an agency is found by the DDWS to have directly or indirectly, or through an agent, engaged or indulged in any prohibited practice during the short listing process, or after the issue of the notification of short listing, such Agency shall not be eligible to participate in procurement process issued
by DDWS during a period of 2 (two) years from the date such Agency, as the case may be, is found by DDWS to have engaged or indulged in the prohibited practice.

For the purposes of this section, the following terms shall have the meaning hereinafter respectively assigned to them:

3.13.2 “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the short listing process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the short listing process or after the issue of the notification of short listing as the case may be, any person in respect of any matter relating to the project or notification of short listing, who at any time has been or is a legal, financial or technical consultant/ advisor of DDWS in relation to any matter concerning the project;

3.13.3 “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the short-listing process;

3.13.4 “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the short-listing process;

3.13.5 “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the DDWS with the objective of canvassing, lobbying or in any manner request for expression of interest influencing or attempting to influence the short-listing process; or (ii) having a conflict of interest; and

3.13.6 “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the shortlisting process.

3.14 Amendment of RFP Document:
3.14.1 At any time prior to the application due date, DDWS may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the RFP document by the issuance of addenda posted on CPP portal and on the website of the DDWS https://jalshakti-ddws.gov.in.
3.14.2 In order to provide the bidders a reasonable time to examine the addendum, or for any other reason, DDWS may, at its own discretion, extend the application due date.

3.15 Format for submission of RFP bid:
The formats for submission of RFP bid is uploaded on CPP portal. The RFP should be accompanied by scan copy of PAN, TIN No., GST registration number, sales tax registration number, audited statement of annual turnover for the last 5 years (2018-19, 2019-20, 2020-21, 2021-22 and 2022-23, copy of previous work completion certificates, for the last 5 years (2018-19, 2019-20, 2020-21,2021-22 and 2022-23 work experience & qualification related papers of proposed team members and other relevant supporting documents.
DDWS reserves the right to reject any application that is not in the specified format. All pages and attached documents should be properly marked and must bear the initials of the bidder. The total proposed assignment cost by the Agency (in Indian rupees) shall be quoted in the financial bid format uploaded on CPP Portal.

The fee of the Agency quoted as above should cover all expenses incurred by the Agency in order to deliver its commitments as per terms of reference. The financial bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

3.16 Validity:
The “bidder(s)” acknowledge that the application submitted in response to this RFP shall constitute an offer to the DDWS which shall remain open for acceptance until the contract is awarded by the DDWS. For the avoidance of doubt, neither this RFP nor any response submitted by the “bidder(s)” in response to this RFP shall constitute a legally binding agreement unless and until accepted by the “DDWS” in writing in the form of a contract executed between the DDWS and the successful “bidder”.

3.17 Application Preparation Cost:
The Bidder shall be responsible and shall bear all costs and expenses associated with the preparation of its Application and its participation in the project. It is clarified that DDWS shall not be responsible or in any way liable for such costs, expenses regardless of the conduct or outcome of the assignment.

3.18 Condition under which RFP is issued:
The RFP is not an offer and is issued with no commitment. DDWS reserves the right to withdraw RFP and or vary any part thereof at any stage.

3.19 Communication/Correspondence:
All Communication/Correspondence shall be addressed to “Under Secretary (JJM-VI), Department of Drinking Water and Sanitation, Ministry of Jal Shakti, 4th Floor, ‘Antyodaya Bhawan’, CGO Complex, Lodhi Road, New Delhi” or on Telephone No.011-24361424 or at E-mail: arun.moca@nic.in

3.20 Tender Evaluation Committee (TEC):
For identification and selection of Agency, there will be a Tender Evaluation Committee (TEC) in the DDWS.
3.21 Right to Accept or Reject any of the Applications:
Notwithstanding anything contained in this RFP document, DDWS reserves the right to accept or reject any application or to annul the short-listing process or reject all applications at any time, without assigning any reasons thereof and without any liability or any obligation, of any nature whatsoever, for such rejection or annulment.
DDWS reserves the right to reject any application if:

3.21.1 At any time, a material misrepresentation has been made or discovered;
   Or
3.21.2 The bidder does not respond promptly and diligently to requests for additional information or clarification required for evaluation of the Application.
3.21.3 Rejection of the Application by DDWS, as aforesaid, would lead to the disqualification of the Bidder.

3.22 Miscellaneous:
3.22.1 The short-listing process shall be governed by, and construed in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the short-listing process.

DDWS, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

3.22.1.1 Suspend and/or cancel the short-listing process and/or amend and/or supplement the short-listing process or modify the dates or other terms and conditions relating thereto;
3.22.1.2 Consult with any Bidder in order to receive clarification or further information;
3.22.1.3 Retain any information and/or evidence submitted to DDWS by, on behalf of and/or in relation to any bidder; and/or
3.22.1.4 Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any bidder.
3.22.2 It shall be deemed that by submitting the Application, the Bidder agrees and releases DDWS, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
3.22.3 All documents and other information supplied by DDWS or submitted by a Bidder shall remain or become, as the case may be, the property of DDWS. DDWS will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
3.22.4 DDWS reserves the right to make inquiries with any of the clients listed by the bidders in their previous experience record.
4. Terms of reference (ToR)
4.1 General Terms:
4.1.1 The successful bidder has to fabricate the tableau after completing preliminary requirements as per scope of work of the project.
4.1.2 There should be provision for at least two layers supervision to ensure quality of the works assigned to the Agency.
4.1.3 The time line is the most essential part of this project and the selected Agency to adhere strictly as per instructions issued by Ministry of Defence (MoD) from time to time. The Agency also need to attend the meetings/conferences scheduled by MoD at different stages of selection of tableau.

Final report: Within 2 days from the date of completion of the work with all supported document like, Images, Videos and any other specific requirements made by the department.

4.2 Time and Duration of the Contract: The Contract period is up to 26th January, 2024.

4.3 Payment Procedure: All payment shall be made in Indian Rupees.

The payment shall be made to the Agency as per the following schedule:

4.3.1 5% of total contract value will be paid after approval of Concept and Design of DDWS Tableaux by MoD, intended for tableau demonstration. This will be irrespective of the fact that the Tableau is finally selected by the MoD or otherwise.
4.3.2 25% of the total contract value shall be released after completion of the work up to the preparation of the structure (including the woodwork) with successful test of model simulations of shock table test and mock drills of drop- cover-hold exercise.
4.3.3 60% of the total contract price shall be paid after satisfactory completion and display of the tableau as detailed in the scope of the work on 26th January, 2024 and completion of all the formalities.
4.3.4 10% of the cost of the project will be deducted as salvage value of the tableau from the final bill, unless DDWS decides to retain the Tableaux, in which case the amount will be paid to the Agency.
4.3.5 Deduction at source for income tax or any other tax as applicable shall be made as per rules.
4.3.6 DDWS shall not be liable for any default of payment by the Agency to the parties involved or engaged by it for this project.
4.3.7 DDWS will not bear any additional cost of any kind for any work that the Agency may have to undertake in course of the project beyond agreed amount as per tender.
4.3.8 GST as applicable with any cess, would be payable only after submission of documentary evidence of deposit by the Agency.
4.4 **Deliverables:** Concept Notes, designs of proposed Tableau, fabrication of Tableau after approval by the Selection Committee of MoD and Final display on 26\(^{th}\) January 2024. The deliverables also include proper original music (without any copyright issue), lyrics, manpower etc. as per scale approved by MoD (Annexure – III for compliance)

4.5 **Performance Guarantee:**
The Agency shall have to furnish a performance security, in the form of Bank Guarantee for an amount equal to 10\% of the total approved cost of the project, which shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations. The selected agency shall have to submit the **performance guarantee within 7 days of issue of letter of award** i.e. before signing of the formal contract.

In case the selected agency fails to deposit the same in due time, it shall not be binding on DDWS to award the work to the said Agency and the EMD deposited by the agency will be forfeited.

4.6 **Binding Clause:**
The decision taken by DDWS regarding the execution of the contract shall be binding to the Agency.

4.7 **Agency’s Obligations:**
4.7.1 The selected agency will be required to sign an agreement with DDWS within 5 days of the issue of Letter of Award to the agency. In case the selected agency fails to sign the contract within this stipulated period, it shall not be binding on DDWS to award the work to the said Agency and the EMD deposited by the Agency will be forfeited.
4.7.2 The Agency to strictly adhere to the time line issued by Ministry of Defence from time to time.
4.7.3 The Agency should keep adequate manpower to complete the project within the time frame.
4.7.4 The Agency will keep the DDWS appraised with developments and progress of the work relating to the Tableau, on a daily basis, so as to enable the DDWS to depute its officers to verify the reported activities.
4.7.5 If any question, difference or dispute shall arise, between the Agency and the DDWS relating to this agreement or any matter arising there of or incidental thereto, the matter shall be referred to the sole authority i.e. Secretary, DDWS and the award given by him/her shall be final and binding on both parties.
4.7.6 The Agency is obliged to work closely with DDWS, act within its own authority and abide by directives issued by the DDWS as well as MoD
4.7.7 The Agency will abide by the job safety measures prevalent in India and will free DDWS from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency’s negligence. The Agency will pay all indemnities arising from such incidents and will not hold DDWS responsible or obligated.
4.7.8 The Agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanor.

4.7.9 The Agency will treat as confidential all data and information about DDWS obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of DDWS.

4.7.10 If the Agency does not execute the contract to the satisfaction of DDWS then DDWS may invoke any or all of the following clauses:

4.7.10.1 Forfeit the Performance Guarantee Amount and

4.7.10.2 Terminate the contract.
5. Requirement of qualifications and experience of the firm and key expert
5. Eligibility requirements:
Only agencies included in the panel of 30 Institutions/Agencies by Ministry of Culture vide O.M. no. 12-5/2023-ZCC dated 10.11.2023 for fabrication of tableaux are eligible (Refer to Annexure – IV).
6. Criteria for evaluation of proposal and selection procedure
6. **Criteria for evaluation of proposal and selection procedure:**

6.1 **Procedure for Selection of the Agency:**
The bidders are required to submit their request for proposal (RFP) **financial bid (along with the EMD of Rs. 5,00,000/- Rupees Five Lakh Only).**

6.2 **Steps of Selection of the agency:**
The process of final selection of Agency will start by adopting following steps:

| i.) | Preparation and issuance of the Request for Proposals (RFP); |
| ii.) | Pre-bid meeting to brief the bidders about the scope of work (if required) |
| iii.) | Receipt of proposals; |
| iv.) | Public opening of financial proposals; |
| v.) | Evaluation of financial proposal; |
| vi.) | Selection of the winning proposal; |
| vii.) | Negotiations with the selected Agency, if required; |
| viii.) | Award of the contract to the selected Agency/firm. |

6.3 **Standard Formats:**

6.3.1 **The standard format for financial proposal uploaded on CPP portal**

6.4 **Evaluation of Proposals: Consideration of responsiveness**
The evaluation of the proposals shall be carried out in **two stages.** At the first stage, a presentation of all bidders will be held in front of Tender Evaluation Committee to display the concepts and ideas for the tableau.

The envelope containing the financial proposal shall not be opened till all the presentations of concepts by bidders are completed. The financial proposal of only such bidders will be opened which are recommended by the Tender Evaluation Committee.

The criteria for evaluation of presentations is as under:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Parameter</th>
<th>Maximum Marks</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>1.</strong> Prior Experience: Undertaking/execution of work of conceptualizing designing/fabrication of tableau in National Republic Day Parade (RDP) in the last 5 years</td>
<td>35</td>
<td></td>
</tr>
</tbody>
</table>
behalf of any Central Govt. Ministry/Dept. or State Govt. or any other organization

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>If, tableau got selected by MOD for participating in the RDP</td>
</tr>
<tr>
<td>(b)</td>
<td>In case, tableau was adjudged best tableau/ winner or joint winner since RDP-2018 (10 marks for each year) Max upto-30</td>
</tr>
</tbody>
</table>

2. Thorough understanding of the theme of the proposed tableau, it details, implementation status and such other related aspects | 10 |

3. Soundness and innovation of the concept/design/3D proposed in the tender, duly confirming to the guidelines of MOD | 25 |

4. Assessment by the committee on presentation made by the bidder regarding understanding of scope of work and confirming para 2 of MoD O.M. dated 30.10.2023. | 30 |

| Total | 100 |

### 6.5 The financial proposal:

Agency to quote rate on the standard proforma provided on CPP Portal. After completion of presentations, the financial proposal of those agencies who do not qualify in presentations will not be opened. The date and time for opening the financial bids of qualified agencies, shall be notified separately. The financial proposals shall be opened publicly in presence of the representatives of the qualified agencies who choose to attend.

The name of the agency and the proposed prices shall be read aloud and recorded when the financial proposals are opened. For the purpose of evaluation, the total cost shall include all taxes and duties and also other expenses such as travel, translation, report printing or secretarial expenses. If conditions attached to any financial proposal, which shall have bearing on the total costs as indicated in the proposal, the tender evaluation committee (TEC) shall reject any such proposal as nonresponsive financial proposal. However, if the tender evaluation committee (TEC) feels it necessary to seek clarification on any financial proposals regarding taxes, duties or any such matter, the tender evaluation committee (TEC) may do so by inviting responses in writing.

### 6.7 Selection of the Agency:
6.7.1 Only those bidders which are recommended by Tender Evaluation Committee, will be considered for opening of their financial bids.
6.7.2 A minimum of 3 bidders will be selected for opening of financial bids.
6.7.3 In case no bidder is recommended the tender shall be dropped.
6.7.4 The selection of the agency will be done on the basis of cost-cum-quality formula of marks obtained for presentation and financial bids.
6.7.4.1 **70 marks** of the presentation and **30 marks of** the financial bid will be considered.
6.7.4.2 The points for presentations will be determined by using the formula \( T/T_{\text{High}} \) where:

(a) \( T \) = The total score awarded to the bid
(b) \( T_{\text{High}} \) = The score achieved by the bid that was scored best among all responsive bids.

6.7.4.3 Final selection of the agency will be done on the basis of final score of the bid i.e. \((0.70 \times \text{Presentation}) + (0.30 \times \text{Financial Bid})\). The bid with the highest final score calculated in this fashion shall be considered as the best value bid. In case of a tie, the bid that scored a higher score in presentation will be considered the best value bid.
6.7.4.4 The Agency scoring overall highest score will be selected.
6.7.4.5 For selection, an Agency must score at least 50% marks in presentation stage.

6.8 **Performance Security:**
The agency/organization will have to furnish a performance security for an amount equal to 10% of the approved project cost, in the form of bank guarantee from any of the commercial bank. The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations. The selected agency shall have to submit the performance guarantee within 5 days of issue of letter of Award i.e. before signing of the formal contract. In case the selected agency fails to deposit the same in due time, it shall not be binding on DDWS to award the work to the said agency and the EMD deposited by the agency will be forfeited.

6.9 **Rejection of all proposals and re-invitation:**
The DDWS will have the right to reject any or all proposals of bidders/successful bidders at any stage without assigning any reason whatsoever with the objective to complete the display of tableau in the stipulated time frame; at the risks and the cost of bidder/successful bidder. At any stage of the assignment of the project, if the work is found to be un-satisfactory, the DDWS may invoke the termination clause as mentioned in the contract.
7. Proposed format for the contract for Jal Jeevan Mission tableau
Contract for Jal Jeevan Mission tableau during Republic Day Parade-2024
Between
Department of Drinking Water & Sanitation
And
(Name of the Agency)

Dated: ……………………..

This CONTRACT (hereinafter called the “Contract”) is made on the day of the (day) month of (month), (year) between the Department of Drinking Water & Sanitation, Ministry of Jal Shakti, Government of India, CGO Complex, New Delhi (hereinafter called DDWS) and Agency (selected Agency’s name) [hereinafter called Agency].

WHEREAS:

a) the Agency has the required professional skill, personnel and technical resources, has offered to provide the services in response to the work order dated ………………………………. issued by the DDWS;

b) The DDWS has accepted the offer of the AGENCY to provide the services on the Terms of References (ToR) set forth in this Contract.

Now, therefore, it is hereby agreed between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   - Terms of References (ToR)  
   - Organizational Profile
   - Annex-I
   - Annex-II

2. The mutual rights and obligations of the DDWS and the Agency shall be as set forth in the Contract, in particular:

   a) The Agency shall carry out and complete the Services in accordance with provisions of the Contract; and

   b) The DDWS shall make payments to the Agency in accordance with provisions of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

In the presence of:

Signed by  
(For and on behalf of the DDWS)  
(Name and address of selected agency)

Witnesses:

(i)

(ii)
Conditions of contract

1. General conditions of contract:

1.1 Definitions: Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

1.1.1 “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.

1.1.2 “DDWS” means Department of Drinking Water & Sanitation, Ministry of Jal Shakti, Govt. of India.

1.1.3 “Agency” means Name and Address of Agency that will provide the Services to the DDWS under the Contract.

1.1.4 “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this Contract and the Annexure I & II.

1.1.5 “Day” means calendar day.

1.1.6 “Effective Date” means the date on which this Contract comes into force.

1.1.7 “Government” means the Government of India.

1.1.8 “Party” means the “DDWS” or the Agency, as the case may be, and “Parties” means both of them.

1.1.9 “Personnel” means professionals and support staff provided by the Agency assigned to perform the Services or any part thereof.

1.1.10 “Services” means the work to be performed by the Agency pursuant to this Contract, as described in the ToR hereto.

1.1.11 “Sub-Agency” means any person or entity to whom/which the Agency subcontracts any part of the Services.

1.1.12 “Third Party” means any person or entity other than the “DDWS”, or the Agency.

1.1.13 “In writing” means communicated in written form with proof of receipt.

1.2 Relationship between the Parties:
Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “DDWS” and the Agency. The Agency, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them hereunder.

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.
1.5 Notices:
1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the following address:

1.5.2 DDWS: Department of Drinking Water & Sanitation, Ministry of Jal Shakti, Govt. of India, Pt. Deendayal Antyodaya Bhawan, CGO Complex, New Delhi-110 003.

1.5.3 (AGENCY): complete address of the selected Agency.

1.5.4A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in Clause 1.5.1.

1.6 Coverage: All States and selected UTs.

1.7 Taxes and Duties: The AGENCY shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.8 Fraud and Corruption:
1.8.1 Definitions: It is the DDWS’s policy to require that DDWS as well as Agency to observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the DDWS defines, for the purpose of this provision, the terms set forth below as follows:
1.8.2 “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
1.8.3 “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
1.8.4 “collusive practices” means a scheme or arrangement between two or more AGENCYs, with or without the knowledge of the DDWS, designed to establish prices at artificial, noncompetitive levels;
1.8.5 “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.8.2 Measures to be taken by the DDWS:
The DDWS may, if it determines at any time that the AGENCY or Representatives of the AGENCY were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract,
1.8.2.1 terminate the Contract, and/or
1.8.2.2 declare the AGENCY ineligible, either indefinitely or for a stated period of time, to be awarded a contract.
2. **Commencement, completion, modification and termination of contract:**

2.1 **Effective Date of Contract:** This ‘Contract’ shall come into force and effect on the date of execution/ signing of ‘Contract’ by the ‘Parties’.

2.2 **Commencement of Services:** The AGENCY shall begin carrying out the Services not later than 2 days after execution of the Contract.

2.3 **Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within 2 days after execution, DDWS may, by not less than 7 days written notice to the other Party, declare this Contract to be null and void, and in such event, AGENCY shall have no claim against the DDWS with respect hereto.

2.4 **Expiration of Contract:** Unless terminated earlier pursuant to Clause 2.3 or 2.8 hereof, this Contract shall expire on 26.1.2024.

2.5 **Modifications or Variations:** Any modification or variation of the Terms of References (ToR) of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

2.6 **Force Majeure:**

2.6.1 **Definition**

2.6.1.1 For purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent, confiscation or any other action by Government agencies)

2.6.1.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party (ii) any event which a diligent Party could reasonably have expected and considered at the time of conclusion of this Contract,

2.6.1.3 Insufficiency of funds or non-availability of personnel.
2.6.2 **No Breach of Contract**: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the Terms of References (ToR) of this Contract.

2.6.3 **Measures to be taken**:

2.6.3.1 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.3.2 A Party affected by an event of Force Majeure shall notify the other Party of such even as soon as possible, and in any case not later than 7 days following occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

2.6.3.3 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6.3.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the AGENCY, upon instructions by the “DDWS”, shall either:

- 2.6.3.1 Demobilize;
- 2.6.3.2 Continue with the Services to the extent possible, in which case the AGENCY shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.

2.6.3.3 In case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 8.

2.7 **Suspension**: The “DDWS” may, by written notice, suspend all payments to the AGENCY hereunder, if the AGENCY fails to perform any of its obligations under this Contract, including carrying out of the Services, provided that such notice of suspension shall (i) specify the nature of the failure, and (ii) allow the AGENCY to remedy such failure within a period not exceeding 7 days after receipt of such notice.

2.8 **Termination**:

2.8.1 **Termination by the “DDWS”**: The “DDWS” may terminate this Contract in case of the occurrence of any of the events specified in following paragraphs (a) through (h) of this Clause:

2.8.1.2 If the AGENCY fails to remedy a failure in performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.7 hereinabove, within 7 days of receipt of such notice or within such further period as “DDWS” may have subsequently approved in writing.

2.8.1.3 If the AGENCY becomes insolvent or go into liquidation or receivership.
2.8.1.4 If the AGENCY fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof.
2.8.1.5 If the AGENCY, in the judgment of the “DDWS”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
2.8.1.6 If the AGENCY submits to the “DDWS” a false Statement which has a material effect on the rights, obligations or interests of the “DDWS”.
2.8.1.7 If the AGENCY places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the DDWS.
2.8.1.8 If the AGENCY fails to provide the quality services as envisaged under this Contract.

The TENDER EVALUATION COMMITTEE (TEC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services and for any such deficiency, the reasons for which shall be recorded in writing. The TEC may decide to give one chance to the AGENCY to improve quality of the services.

2.8.1.9 If, as a result of Force Majeure, the AGENCY is unable to perform a material portion of the Services within the time schedule of Ministry of Defence (MoD)
2.8.1.10 If the “DDWS”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
2.8.1.11 In such an occurrence the “DDWS” shall give a written notice of not less than 7 days for termination of the Contract.

2.8.2 Termination by the Agency:
The AGENCY may terminate this Contract, by not less than 15 days’ written notice to the “DDWS”, in case of occurrence of any of the events specified in following paragraphs (2.8.2.1) through (2.8.2.4) of this Clause:

2.8.2.1 If the “DDWS” fails to pay any money due to the AGENCY pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within 30 days after receiving written notice from the AGENCY that such payment is overdue.
2.8.2.2 If, as the result of Force Majeure, the AGENCY is unable to perform a material portion of the Services within the time schedule of Ministry of Defence (MoD).
2.8.2.3 If the “DDWS” fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.
2.8.2.4 If the “DDWS” is in material breach of its obligations pursuant to this Contract and has not remedied the same within 7 days or the period agreed by the AGENCY on receipt of the AGENCY’s notice specifying such breach.

2.8.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses 2.3 or 2.8 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the AGENCY’s obligation to permit inspection and copying of their records set forth in Clause 3.5 hereof, and iv) any right which a Party may have under the Law.
2.8.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the AGENCY shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum.

2.8.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses 2.8.1 or 2.8.2 hereof, the “DDWS” shall make the following payments to the AGENCY:

2.8.5.1 If the Contract is terminated pursuant to Clause 2.8.1 (2.8.1.8) to (2.8.1.12) or 2.8.2, remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination;

2.8.5.2 If the agreement is terminated pursuant of Clause 2.8.1 (2.8.1.1) to (2.8.1.6), the AGENCY shall not be entitled to receive any agreed payments upon termination of the contract. However, the “DDWS” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the DDWS. Applicable under such circumstances, upon termination, the “DDWS” may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The AGENCY will be required to pay any such liquidated damages to “DDWS” within 15 days of termination date.

2.8.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (2.8.1.1) through (2.8.1.12) of Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within 7 days after receipt of notice of termination from the other Party, refer the matter as provided under Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the decision in the matter.

3. OBLIGATIONS OF THE AGENCY

3.1 General

3.1.1 Standard of Performance: The AGENCY shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate Personnel. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “DDWS”, and shall at all times support and safeguard the “DDWS’s” legitimate interests in any dealing with Third Parties.

3.1.2 Performance Guarantee: The AGENCY shall furnish a performance security, in the form of Bank Guarantee for an amount equal to 10% of the total annual cost of the project, which shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations. The selected Agency shall have to submit the performance guarantee within 7 days of issue of letter of Award i.e. before signing of the formal contract. In case the selected
Agency fails to deposit the same in due time, it shall not be binding on DDWS to award the work to the said Agency and the EMD deposited by the Agency will be forfeited.

3.2 **Conflict of Interests**: The AGENCY shall hold the “DDWS’ s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during period of this contract, a conflict of interest arises for any reasons, the AGENCY shall promptly disclose the same to the DDWS and seek its instructions.

3.2.1 AGENCY and Affiliates Not to Engage in Certain Activities: The AGENCY agrees that, during term of this Contract and after its termination, the AGENCY and any entity affiliated with the AGENCY shall be disqualified from providing services resulting from or directly related to the AGENCY’s Services for the preparation or implementation of the project.

3.3 **Confidentiality**: The knowhow generated from the Project would be the property of the ‘DDWS’. Except with prior written consent of the “DDWS”, the AGENCY and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in course of the Services, nor shall the AGENCY and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 **Subcontracts**: The Agency should execute the ‘Services’ through its own technical manpower and will not outsource the job, completely or partially, through any other Agency.

3.5 **Documents Prepared by the AGENCY to be the Property of the “DDWS”**: All plans, drawings, specifications, designs, reports, other documents and software prepared by the AGENCY for the “DDWS” under this Contract shall become and remain the property of the “DDWS”, and the AGENCY shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “DDWS”, together with a detailed inventory thereof.

4. **AGENCY’s PERSONNEL**:

4.1. **Description of Personnel**: The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the AGENCY’s Key Personnel are as per the AGENCY’s proposal.

4.2. **Removal and/ or Replacement of Personnel**:

4.2.1 If, for any reason beyond reasonable control of the AGENCY, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the AGENCY shall forthwith provide as a replacement a person of equivalent or better qualifications.

4.2.2 If the “DDWS” (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with performance of any of the Personnel, then the AGENCY shall, at the “DDWS
’s written request specifying the grounds therefore, forthwith provide appropriate replacement by a person with equivalent or better qualifications and experience.

4.3 The AGENCY shall nominate a Team Leader for the period of the assignment who will not be changed during the course of the assignment.

5.1 OBLIGATIONS OF THE “DDWS”:
5.1.1 Assistance and Exemptions: The “DDWS” shall provide to the AGENCY any such assistance as may be appropriately required in connection with the assignment, such as issue of instructions to the concerned officials of Government/ organization, as may be necessary or appropriate for the prompt and effective performance of the Services.
5.1.2 Payment: In consideration of the Services performed by the AGENCY under this Contract, the “DDWS” shall make to the AGENCY such payments and in such manner, as is provided by Clause 6 of this Contract.

5.2 Deliverables:

5.2.1 Concept Notes & Designs
5.2.2 PPT presentation on the proposed Tableau
5.2.3 3D designs of the Tableau
5.2.4 Display of Tableau on 23rd and 26th January, 2024

6. Terms of Payment:

Currency of Payment: All payments shall be made in Indian Rupees

6.1 The payment shall be made to the Agency as per the following schedule:

6.2 5% of total contract value will be paid after approval of Concept and Design of DDWS Tableaux by MoD, intended for tableau demonstration. This will be irrespective of the fact that the Tableau is finally selected by the MoD or otherwise.

6.3 25% of the total contract value shall be released after completion of the work up to the preparation of the structure (including the woodwork) with successful test of model simulations of shock table test and mock drills of drop- cover- hold exercise.

6.4 60% of the total contract price shall be paid after satisfactory completion and display of the tableau as detailed in the scope of the work on 26th January, 2024 and completion of all the formalities.

6.5 10% of the cost of the project will be deducted as salvage value of the tableau from the final bill, unless DDWS decides to retain the Tableaux, in which case the amount will be paid to the Agency.
6.6 Deduction at source for income tax or any other tax as applicable shall be made as per rules.
6.7 DDWS shall not be liable for any default of payment by the Agency to the parties involved or engaged by it for this project.
6.8 DDWS will not bear any additional cost of any kind for any work that the Agency may have to undertake in course of the project beyond agreed amount as per tender.
6.9 GST as applicable with any cess, would be payable only after submission of documentary evidence of deposit by the Agency.
6.10 The Agency shall submit the invoice for payment when the payment is due as per the agreed terms.
6.11 **Final Payment**: The final payment shall be made only after acceptance of all the deliverables as indicated in the TOR. The Services shall be deemed completed and finally accepted by the “DDWS” unless the “DDWS” gives a written notice to the ‘AGENCY’ specifying in detail deficiencies in the ‘Services’, within 30 days of receipt of the deliverables. The ‘AGENCY’ shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
6.11.1 For the purpose of payment under Clause 6.11 above, acceptance means: acceptance of the deliverables by the DDWS after submission by the AGENCY.
6.11.2 If the deliverables submitted by the AGENCY are not acceptable to the DDWS, the DDWS shall not release payment due to the AGENCY. This is without prejudice to the DDWS’s right to levy any liquidated damages under clause 9. In such case, the payment will be released to the AGENCY only after it re-submits the deliverables and is accepted by the DDWS.
6.11.3 All payments under this Contract shall be made to the account of the AGENCY.
6.11.4 With the exception of the final payment under 6.11 above, payments do not constitute acceptance of the services nor relieve the AGENCY of any obligations hereunder, unless the acceptance has been communicated by the DDWS to the AGENCY in writing and the AGENCY has made necessary changes as per the comments/suggestions of the DDWS communicated to the AGENCY.
6.11.5 In case of early termination of the contract, the payment shall be made to the AGENCY on pro-rata basis in respect of the services, which are found to be useful to the DDWS.

7. **Fairness and good faith**
7.1 **Good Faith**: The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
7.2 **Operation of the Contract**: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of
such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract. In case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 7 days after receipt. If that party fails to respond within 7 days, or the dispute cannot be amicably settled within 15 days following the response of that party, clause 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the DDWS and the AGENCY, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of sole arbitrator appointed by the Secretary of the DDWS of Jal Shakti (Drinking Water & Sanitation). The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held at Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrator shall be shared equally by the DDWS and the AGENCY. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Liquidated damages:

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and the AGENCY party agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract.

9.3 The liquidated damages shall be applicable under following circumstances:

9.3.1 Penalty @ 5% of the released amount will be imposed on the AGENCY in the event of the delay up to 15 day in submission of Report as per schedule until extended by the DDWS and after two months additional penalty @ 1% for each fortnight period

9.3.2 If the Report is not acceptable to the DDWS as mentioned in Clause 6. k(ii), and defects are not rectified to the satisfaction of the DDWS within 15 days of the receipt of the notice,
the AGENCY shall be liable for Liquidated Damages for an amount equal to 1% of released amount for every fortnight or part thereof for the delay.
The Secretary, DDWS will be the authority for waiving of penalty.

10. MISCELLANEOUS PROVISIONS:

10.1 “Nothing contained in this Contract shall be construed as establishing or creating between the Parities, a relationship of master and servant or principal and agent.
10.2 Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
10.3 The AGENCY shall notify the DDWS of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
10.4 The AGENCY shall at all times indemnify and keep indemnified the DDWS/ Government of India against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
10.5 The AGENCY shall at all times indemnify and keep indemnified the DDWS/ Government of India against any and all claims by Employees, Workman, agent(s), engaged or otherwise working for the AGENCY, in respect of wages, salaries, remuneration, compensation or the like.
10.6 All claims regarding indemnity shall survive the termination or expiry of the Contract.
10.7 It is acknowledged and agreed by all Parties that the staff employed for the project are not employees of DDWS and there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the AGENCY for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the DDWS.
Annexure-II

The following information name of selected agency is to be submitted for record

A: Organisation profile
(All boxes are to be filled)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Organization</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>1</th>
<th>Name and Designation of Contact Person</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>2</th>
<th>Postal Address of the Organization (with pin code) (with pin code)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>3</th>
<th>Telephone Number with STD code</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>4</th>
<th>Mobile No. of Contact Person</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>5</th>
<th>E-mail Address of Contact Person</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>6</th>
<th>Name and Designation of Head of the Organization responsible for the project</th>
</tr>
</thead>
</table>

**Establishment Details**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details of office space (in sq ft)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>1</th>
<th>Year Established</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>2</th>
<th>Type of Organization</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>3</th>
<th>Financial strength of the Organization</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Turnover (in Crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>---------</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
Certificate by head of organization

It is certified that:

1. The information given above is TRUE to the best of my knowledge. The organization shall stand liable for any information given above which is later found to be FALSE, including the forfeiture of any payment due to it.

2. The professionals, staff, equipment and all requisite infrastructural facilities mentioned in this bid shall be made available for this project in due time.

3. The establishment/ office is fully equipped to handle this assignment and would implement this project.

4. I am competent to sign this Certificate.

Date: 

Authorized Signatory

Place: 

Name:

Designation:

Seal of the Organization
Annexure – III

MOST IMMEDIATE
REPUBLIC DAY MATTER

No.1(III)/1/2023/D(Cer)
Government of India
Ministry of Defence

Room No. 1, South Block,
New Delhi, the 30th October, 2023.

OFFICE MEMORANDUM

Sub: Republic Day Parade, 2024 – Selection of Tableaux regarding.

The undersigned is directed to inform that every year, a select number of tableaux from State Governments/UT Administrations/Central Ministries/Departments participate in the Republic Day Parade in New Delhi.

2. Selection process of tableaux is an elaborate and time-consuming exercise. Ministry of Defence constitutes a Committee of distinguished persons drawn from various fields of the arts to help in short listing the best proposals. This necessitates that the selection process commences well in advance. Accordingly, this O.M. initiates the process of inviting tableau proposals for participation in the Republic Day Parade - 2024. 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.

3. Ministry of Culture will finalize a panel of Institutions/Agencies for design & fabrication of tableaux and this panel will be shared shortly with all Ministries/Departments to select the Institutes/Agencies for design & fabrication of their tableaux.

4. In view of the above, Ministry/Department is requested to convey the willingness to showcase its tableaux during RDP-2024 to this Ministry latest by 10th November, 2023 by post or mail at ceremonials-mod@gov.in. Relevant guidelines for the purpose are enclosed as Annexure-I. Ministry/Department, who are willing to participate, is also requested to come with 15 copies of color print out of design along with concept note in First round meeting of Expert Committee for selection of Tableaux. The date of First meeting and venue will be conveyed (expected around 15th November) on its finalization.

Encl: As above.

(Amitabh Prasad)
Joint Secretary to the Govt. of India
Tele: 2301 5952

To

The Secretaries,
Government of India
(As per Annexure-II)

Copy to:

D(TT), MoD : With the request to upload the same on MoD’s website.
ANNEXURE-1

Guidelines for preparation of Tableaux proposals for participation in the Republic Day Parade-2024.

1. Theme of the tableaux for Republic Day Parade, 2024:
   "विकसित भारत"
   "भारत – लोकतंत्र की मातृका (जनती) [Mother of Democracy]"

2. Initiatives to be included in tableau component
   - Ministry of Culture will finalize a panel of reputable Institutions/Agencies for conceptualizing, designing and/or fabricating Tableaux and this panel will be shared with all States/UTs/Ministries/Departments/Organisations to select the Institutes/Agencies for design & fabrication of their tableaux.
   - Ministry of Culture to monitor the curation of the tableau.
   - Strict and continuous supervision by the designers.
   - Electronic display walls (LED, HD, 4K etc.) to be used for bright display of images or content.
   - Moving elements using Mechatronics/Robotics.
   - Innovative use of LED lighting to showcase dark/shadowed area.
   - Balancing of sound level of music.
   - 3D printing could be used to depict certain elements.
   - Use of eco-friendly material for the tableaux.
   - Considering feasibility of display at important location after the parade so that more people can benefit seeing the creations.
   - Avoid use of plastic and plastic based products as far as feasible.
   - Use of special effects to the maximum extent feasible to improve the optical/visual effects of the tableau.
   - Maximize use of technology.

3. Selection Process

(I) The tableaux proposals received from States/UTs & Ministries/Deptts & various organizations 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 is scrutinized and suggestions, if considered necessary, are given to carry out modifications in the sketch/design. Once the sketches/designs are approved by the Committee, the participants are asked to come up with three-dimensional models of their proposals. The models are thereafter examined by the Committee for final selection depending upon various considerations. Adequate time is given to the participants to make arrangements for attending the meetings of the Expert Committee. Non-attendance in any meeting means withdrawal and concerned entity/participant will not be invited in subsequent meetings. All cost for attending the meetings is to be borne by the participants. All interaction with the members of the Committee will be made by the official representative of the participating State/UT/Ministry/Deptt./Organisation. The artists/designers, etc. may accompany the official representative to 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) 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/Organisations 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 threadbare. 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, local artists used etc. Extra weightage may also be given for consideration of initiative suggested at Sl.No.2 of these guidelines. 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/Organisations for further round or the final selection, till it is confirmed.

4. Preparation of Sketch/Design

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.

5. 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 fabrication of Tableau would be accorded only after the models of the tableaux are finally selected by the Committee. Once 3D models are finally selected by Expert Committee, these Models will be kept in the custody of Ministry of Defence at a safe location at RR Camp or appropriate location as decided by Ministry of Defence so that the Expert Committee may compare the fabrication of actual tableau with approved 3D models at any stage of time.

6. 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 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) A maximum of twelve (12) Women performers/artists on/along per Tableau will be allowed. 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 and the decision of Expert Committee.

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

(vi) 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 video clipings of the dance may also be sent along with the proposals.

(vii) 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 significance of the event. Bona fide artists engaged by the State/UT/Ministry/Department may be ascertained by the authorized government official of the concerned State/UT/Ministry/Department before deputing the artists’ team to Rashtriya Rangshala Camp.

(viii) It is also suggested that State/UT/Ministry/Department/Organization 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 alongwith the inputs of the Expert Committee from time to time.

7. 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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length</td>
<td>24' 8&quot;</td>
</tr>
<tr>
<td>Width</td>
<td>8'</td>
</tr>
<tr>
<td>Height</td>
<td>4' 2&quot;</td>
</tr>
<tr>
<td>Load carrying capacity</td>
<td>10 tons</td>
</tr>
</tbody>
</table>

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.

8. 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.
9. **Advisory to States/UTs/Ministries/Departments/Organisations**

(i) Encourage the production team to use maximum of green/recyclable material for the preparation of Tableaux, keeping in mind the environmental issues and reduction of plastic use.

(ii) State/UT to plan in advance to recycle the Tableaux after the Parade and other functions. Major elements of the tableaux such as Sculptures and design elements to be relocated to various locations within the State/UT as Art Installations/Street Art.

(iii) Local Craftsmen / Folk Artists / Students of Performing Arts / Students of Dance Academies to contribute as [Artists] for the performances on the Tableaux and Ground elements. Efforts to be made to promote and showcase the Cultural and Ethnic diversity through the performances and Acts on the Tableaux.

(iv) Since the element of Artists and Live performances and Music accompanying the Tableaux are equally important, the process of artists selection to be more systematic and needs to be streamlined.

(v) The State/UT to promote local artists and talent in these contributions.

(vi) The Cultural representation of the States to be reflected in the elements on the Tableaux and performers around the Tableaux, the Dress element, headgears and makeup along with musical instruments to explain the local and traditional dance forms and also match with the regional looks which are being showcased.

(vi) Script/storyboard around the performances before they are selected to be shared with Expert Committee. Eminent people from Theatre and Dance to assist the other members in this process.

(viii) Performances to experiment with innovative forms of expression such as sign languages, street performance forms and dance as a complete package.

(ix) A write-up about the Artists and their talents to always accompany the storyboard when a presentation is made before the Expert Committee. Young & relatively less known/ local artist groups to be encouraged.

(x) A complete detailed note on the costumes and make up along with headgears and musical instruments to be part of the presentation.

(xi) The Ministries are requested to ensure that the Artists have equal representation from all parts of the country in the Tableaux unless specific performers are required.

(xii) In Music element, the wordings and message to be simple and clear. The music and song recordings to be done at the best facilities.

(xiii) The State Govts/ UT’s / Ministries/Departments/Organisations to ensure that the music/lyrics are simple and match with the live performances.

******
OFFICE MEMORANDUM

Subject: Republic Day Celebrations, 2024 - Panel of Institutions/ eminent artists for fabrication of tableaux

The undersigned is directed to refer to Ministry of Defence ID No. 1(1)/11/2023/D(Ceremonials) dated 6.10.2023 and 1(III)/1/2023/D(Cer) dated 30.10.2023 wherein Ministry of Culture has been entrusted to finalize a panel of institutions/ eminent artists for fabrication of tableaux.

2. In view of the above, Lalit Kala Akademi, an autonomous organisation of this Ministry floated a notice on behalf of Ministry of Culture inviting Expression of Interest (EoI) from interested applicants for empanelment of reputable institutions and agencies.

3. The eligible offers have been further evaluated by a Scrutiny & Evaluation Committee which held meetings from 6th to 10th October 2023 to thoroughly evaluate the offers.

4. A panel of 30 institutions/agencies located in various States/ UTs is enclosed for further sharing with all the Ministries/Departments/ States/ Union Territories.

This issues with the approval of the competent authority.

End: As above

(Rajender Singh Khichi)
Deputy Secretary to the Govt. of India
Tel: 011-24642158

Shri M.P. Gupta,
Director(Ceremonials),
Ministry of Defence
South Block, New Delhi-110001
<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Bidder</th>
<th>Email- Mob</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lord Cultural Resource</td>
<td>email: <a href="mailto:mkyatam@lord.ca">mkyatam@lord.ca</a> tel: +91.22.6172 1111 ext. 100 web: <a href="http://www.lord.ca">www.lord.ca</a></td>
<td>Malini Kyatam (She/Her) Office Manager Lord Cultural Resources Pvt Ltd. 405, Dalalal Chambers 29 New Marine Lines, Mumbai – 400020</td>
</tr>
<tr>
<td>2</td>
<td>Ankan Enterprises</td>
<td><a href="mailto:ankan.enterprises@gmail.com">ankan.enterprises@gmail.com</a>, 8766347832</td>
<td>Abhimanyu Mukherjee, Address: H-58/B Sec-22 Noida-201301</td>
</tr>
<tr>
<td>3</td>
<td>Imagery Kirti</td>
<td>Mob: +91 8280160440 +91 674 2397579(office) Email: <a href="mailto:imagery.kirti@gmail.com">imagery.kirti@gmail.com</a></td>
<td>PRADYUMNA BADAJENA, Address- Plot No-93/94, unit-6 Ganga Nagar, Bhubneswar-751001</td>
</tr>
<tr>
<td>4</td>
<td>J. S Chauhan Associates</td>
<td>9582376075, 9911414122, 9911414144 <a href="mailto:jschauhanassociates@gmail.com">jschauhanassociates@gmail.com</a>;</td>
<td>J.S CHAUHAN &amp; ASSOCIATES Gurseet Singh Chauhan (Director) WZ-110, upper Ground floor, Ram Nagar, Tilak Nagar, New Delhi-110018</td>
</tr>
<tr>
<td>5</td>
<td>Third Eye Communication</td>
<td>T +91 674 2556271, WhatsApp - 7815023316, E <a href="mailto:info@thirdeyeco.in">info@thirdeyeco.in</a>, Website - <a href="http://www.thirdeyeco.in/">http://www.thirdeyeco.in/</a></td>
<td>Third Eye Communications, A unit of Ketaki Enterprises Pvt. Ltd., N-4/252, IRC Village, Nayapalli Bhubaneswar 751015, Odisha, INDIA</td>
</tr>
<tr>
<td>6</td>
<td>RS Bhatnagar &amp; Sons</td>
<td>9312604810 <a href="mailto:bhatnagarsons@gmail.com">bhatnagarsons@gmail.com</a>;</td>
<td>Ground Floor, Plot at KH No. 33/23, Najafgarh, Sakravati, Village Nagli, South West Delhi, Delhi -</td>
</tr>
<tr>
<td></td>
<td>Name</td>
<td>Contact Information</td>
<td>Address</td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>7</td>
<td>Smart Graph Art Advertising Private Limited</td>
<td>syk.smart, <a href="mailto:syk.smart@gmail.com">syk.smart@gmail.com</a>, 94260 68564</td>
<td>Hazripasad Nagar, Labdhi Vikram Cross Road, Behind Dhamdhar Society, Paldi, Ahmedabad-380007, Gujarat</td>
</tr>
<tr>
<td>8</td>
<td>Sushant Khedekar</td>
<td><a href="mailto:9822488988rajakhedekar@gmail.com">9822488988rajakhedekar@gmail.com</a></td>
<td>F-1, Atharava Residency, Warkhande Ponda, Goa-403401</td>
</tr>
<tr>
<td>9</td>
<td>Cranberry Brand Holdings Private Limited</td>
<td>9818049400 <a href="mailto:mail@thecranberry.net">mail@thecranberry.net</a></td>
<td>O-112, 2nd Floor, DLF Shopping Mall, Arjun Marg, DLF Phase-1, Gurgaon122002</td>
</tr>
<tr>
<td>10</td>
<td>Vivid India Advertising &amp; Marketing</td>
<td>9868159327 <a href="mailto:kamaljaitly2009@gmail.com">kamaljaitly2009@gmail.com</a> vividindiaadvertising.com <a href="mailto:vividindia.kamal@gmail.com">vividindia.kamal@gmail.com</a></td>
<td>HEAD OFFICE – 401 &amp; 411, Deepshikha Building, Rajendra Place, New Delhi</td>
</tr>
<tr>
<td>11</td>
<td>Boatman Studio LLP</td>
<td>988-630-4644, <a href="mailto:harsh@boatmanstudios.art">harsh@boatmanstudios.art</a>;</td>
<td>Nr. Agro Pump, 43, Classic Bungalows Royal Nawab Avenue, Sarkhej Road, Maktampura, Ahmedabad, Gujarat, 380055</td>
</tr>
<tr>
<td>12</td>
<td>S.Bibhuti Events &amp; Exhibition Private Limited</td>
<td>9873724187, 9873714187 <a href="mailto:bibhutiadhikary07@gmail.com">bibhutiadhikary07@gmail.com</a></td>
<td>4/57, Basement, Malviya Nagar, Delhi-110017</td>
</tr>
<tr>
<td></td>
<td>Company Name</td>
<td>Address/Contact Details</td>
<td>City/Location</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------</td>
<td>-----------------------------------------------------------------------------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>13</td>
<td>Art Rickshaw</td>
<td>9836496962 &quot;artrickshaw kol&quot; <a href="mailto:artrickshaw.kol@gmail.com">artrickshaw.kol@gmail.com</a></td>
<td>498, Hindustan Park, Kolkata - 700029, India, <a href="http://www.artrickshaw.org">www.artrickshaw.org</a></td>
</tr>
<tr>
<td>14</td>
<td>Floating Canvas Company</td>
<td>9820233568 Website: <a href="http://www.floatingcanvas.co">www.floatingcanvas.co</a> <a href="mailto:aagam@floatingcanvas.co">aagam@floatingcanvas.co</a>;</td>
<td>Address: 232, Rushabh apt. Dr. Parekh street, Prathna Samaj, Mumbai 400004</td>
</tr>
<tr>
<td>15</td>
<td>Art Valley Enterprises</td>
<td>8910353446, <a href="mailto:artvalleyenterprise@gmail.com">artvalleyenterprise@gmail.com</a>/ <a href="mailto:contact.artvalley@gmail.com">contact.artvalley@gmail.com</a> <a href="mailto:artvalleyenterprise@gmail.com">artvalleyenterprise@gmail.com</a></td>
<td>250/2, SUBHAS NAGAR TALPUKUR, P.O.- MOREPUKUR, RISHRA, HOOGHLY, PIN.- 712250, WEST BENGAL, INDIA</td>
</tr>
<tr>
<td>16</td>
<td>Akarshak Graphics</td>
<td>9654984448, &quot;akarshak g&quot; <a href="mailto:akarshak_g@hotmail.com">akarshak_g@hotmail.com</a>;</td>
<td>Unit No. 24, Milan Industrial Premises, Abhyuday Nagar, Kalachowky, Cotton Green, Mumbai – 400033.</td>
</tr>
<tr>
<td>17</td>
<td>Sutraa Creations</td>
<td>9012770789 <a href="mailto:accounts@sutraa.com">accounts@sutraa.com</a></td>
<td>B-4, Ashok Guruprasad Hanuman Road, Vile Parle, East Mumbai-400057</td>
</tr>
<tr>
<td>18</td>
<td>Surya Enterprises</td>
<td><a href="http://thesuryaenterprises.com">http://thesuryaenterprises.com</a> <a href="mailto:suryatab@yahoo.com">suryatab@yahoo.com</a> 9810028915</td>
<td>C1A/51A, Janak Puri New Delhi-11058</td>
</tr>
<tr>
<td></td>
<td>Name</td>
<td>Contact Information</td>
<td>Address</td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------</td>
<td>----------------------------------------------------------</td>
<td>----------------------------------------------</td>
</tr>
<tr>
<td>19</td>
<td>Nehmat Mongia</td>
<td><a href="mailto:nehmatmongia@gmail.com">nehmatmongia@gmail.com</a>; <a href="https://nehmat.in/">https://nehmat.in/</a> +91 9971354969</td>
<td>1st Floor, A-58, Sector 83, Noida- 201305 (U.P)</td>
</tr>
<tr>
<td>20</td>
<td>Concept Communication Limited</td>
<td>9920441110 40558833 <a href="mailto:ali@conceptindia.com">ali@conceptindia.com</a></td>
<td>Queen’s Mansion, Prescott Road, Next to Cathedral School, Fort Mumbai-40001</td>
</tr>
<tr>
<td>21</td>
<td>Shyamal Kumar Pahari</td>
<td>Mobile - +91 9732060589, <a href="mailto:skpaharidesigners@gmail.com">skpaharidesigners@gmail.com</a></td>
<td>FIRST FLOOR, 1853, D-Z, GALI NO.10, GOVIND PURI EXTENSION, South Delhi, Delhi, 110019</td>
</tr>
<tr>
<td>22</td>
<td>Malay Vishwanathan - Design &amp; Designs (Malathy Vishwanathan)</td>
<td>09958873990, email: <a href="mailto:malathyv@yahoo.com">malathyv@yahoo.com</a>, <a href="mailto:kedaramv@gmail.com">kedaramv@gmail.com</a></td>
<td>825, Lavy pinto Block, Asian Game Village, New Delhi-110049</td>
</tr>
<tr>
<td>23</td>
<td>Shubh Ad’s Pvt Ltd.</td>
<td><a href="mailto:shubhadsnagpur@gmail.com">shubhadsnagpur@gmail.com</a>; 8007766866</td>
<td>Address:Blok. 13, Paul Complex, Ajni Sq. Wardha Road, Nagpur-440015</td>
</tr>
<tr>
<td>24</td>
<td>Veer Munshi</td>
<td>9810076203, <a href="mailto:veermunshi@gmail.com">veermunshi@gmail.com</a></td>
<td>Veer munshi (61 National Media Centre DLF III NH 8 Gurgaon)</td>
</tr>
<tr>
<td>25</td>
<td>Moving Pixel</td>
<td>Mob: +91 9821361692 Website: <a href="http://www.movingpixels.inmopl.delhi@movingpixels.in">www.movingpixels.inmopl.delhi@movingpixels.in</a>;</td>
<td>17th Floor, 1701-1712, D-Block Sun Central Place, Nr. Vakil Saheb Bridge, Bopal - Ambli Cross Road, Ahmedabad – 380058</td>
</tr>
<tr>
<td></td>
<td><strong>Sai Shilp Studios</strong></td>
<td><a href="mailto:saishilpstudio@gmail.com">saishilpstudio@gmail.com</a>; 9825578675</td>
<td>21, Virat Soc, Vasant Kunj, Paldi, Ahmedabad-380007</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>27</td>
<td><strong>Vinayak Decors</strong></td>
<td>Mob : 9823444647 / 9823797999, <a href="mailto:vinayakdecoratorsgoa@gmail.com">vinayakdecoratorsgoa@gmail.com</a>;</td>
<td>160/26, Renuka Niwas, Durgawali, Taleigao, Panji, North Goa-403002</td>
</tr>
<tr>
<td>28</td>
<td><strong>Dave Malhar (Viewfinder)</strong></td>
<td>91 - 79 - 26561415 &amp; cell 9824066672, <a href="mailto:davemalhar@gmail.com">davemalhar@gmail.com</a>;</td>
<td>501 Suryadeep Recidancy, 2A Prakash Colony Opp. Mahadavnaguer Bus stop Nr. Golden Triangle S.P. stadium Road Navrbandpura, Ahmedabad 380009</td>
</tr>
<tr>
<td>29</td>
<td><strong>Incredible Design</strong></td>
<td>9910065530, <a href="mailto:sanjay@sanjaysoni.in">sanjay@sanjaysoni.in</a> W: <a href="http://www.incredibledesign.in">www.incredibledesign.in</a></td>
<td>B-143, 1st Floor, Mayapuri industrial Area, Phase-I New Delhi 110064</td>
</tr>
<tr>
<td>30</td>
<td><strong>Amit Fibre Décor</strong></td>
<td><a href="mailto:amitfibredecor@gmail.com">amitfibredecor@gmail.com</a>; 9898382929</td>
<td>B/10, SANKALP ESTATE, PANNA ESTATE ROAD, B/H, B.O.C GAS, RAKHIAL, Ahmedabad, Gujarat, 380023</td>
</tr>
</tbody>
</table>