

**Government of India**  
**Ministry of AYUSH**

**Notice Inviting Tender**

The Ministry of AYUSH, Government of India invites bids from eligible Suppliers / agencies for the following Services:-

<b>Tender No.</b>	<b>Description of Work</b>	<b>Tender Fee</b>	<b>Downloading Upto</b>	<b>Bid Closing Date</b>
01/IDY/MOAYUSH /14-15	Tender for fabrication of venue and related logistic support for the celebrating of International Day of Yoga, 2015 to be held on 21/6/2015 at Rajpath and side lawns at 7.00 AM to 7.30 AM.	Rs. 500/- (Five hundred) (non-refundable)	5/5/ 2015 upto 1400 Hrs.	5/5/2015 upto 1500 Hrs.

Prospective bidders should download the Complete Tender Documents from the Ministry's website [www.indianmedicine.nic.in](http://www.indianmedicine.nic.in) (under the link "Tender") within the last date for download or purchase from Room No. 204, 2<sup>nd</sup> Floor, AYUSH Bhawan 'B' Block, GPO Complex, INA, New Delhi-110023. Those downloading the tender document will have to enclose a Demand Draft of Rs.500/- payable to "**Pay and Accounts Officer (Sectt.), Ministry of Health and FW, New Delhi**" with the bid as tender fee (non-refundable). Those collecting the Tender document by purchasing personally will have to submit a DD for Rs. 500/- as tender fee (non-refundable) and obtain a receipt from the Ministry. The receipt of the tender fee may be submitted along with the bid. The bids not accompanied by tender fee or receipt (in case collected by hand) will not be accepted.

Addendum/Corrigendum, if any, to the tender documents shall be uploaded on the aforementioned websites only. Hence, the bidders may visit the same regularly.

Bidders are requested to go through the complete bid documents and the eligibility criteria under the Bid Rejection Criteria, Scope of Work etc. in particular before submission of the Bid.

**F. No. S-11012/09/2015-IEC**  
**Government of India**  
**Ministry of Ayurved, Yoga & Naturopathy, Unani,**  
**Siddha and Homoeopathy (AYUSH)**

**AYUSH Bhawan, B- Block, GPO Complex,**  
**Near INA Market, New Delhi-110023**  
**Dated March, 2015**

**FORWARDING LETTER FOR INVITATION TO BID**

**To**

**Sub: Tender For Fabrication of the venue and related logistic support for the celebration of International Day of Yoga to be held on 21/6/2015 at Rajpath.**

Sir/s,

The Ministry of AYUSH hereby invites sealed tenders for carrying out aforesaid services. The salient features of the tender are:

1	Tender No.	01/IDY/MOAYUSH/14-15
2	Type of Bid	2 Bid System (Technical Bid & Financial Bid)
3	Cost of Bid Document (Non-refundable)	Rs. 500.00 (Five hundred)
4	Sale of Bid Document	15.4. 2015 to 5.5. 2015 (1400 Hrs.)
5	Date of Pre-bid Conference	27.4. 2015 (10.30 AM)
6	Venue of Pre-Bid Conference:	Conference Room, Ground Floor, AYUSH Bhawan, "B" Block, GPO Complex, INA, New Delhi-110023
7	Bid Closing Time & Date	1500 Hrs (IST) on 5.5. 2015
8	Place of Submission	Room No. 204, 2 <sup>nd</sup> Floor, AYUSH Bhawan, "B" Block, GPO Complex, INA, New Delhi-110023
9	Bid Opening Time, Date & Place	1600 Hrs (IST) on 5.5.2015 at the same address as above
(a)	Technical bid	
(b)	Presentation by Bidders who qualify Technical Bid.	8.5. 2015 at 10.30 A.M.in the Conference Room, Ground Floor, AYUSH Bhawan, "B" Block, GPO Complex, INA, New Delhi-110023.
(c)	Financial Bid	Opening time and date shall be intimated to technically qualified bidders only
10	EMD (Bid security)	Rs.5.00 lakh (five lakh)
11	Amount of Performance Guarantee to	10% of the Contract value to be submitted

	be submitted only by the Successful Bidder.	within 3 days of issue of the Letter of Award (LOA). Bidders should ensure that the Performance Bank Guarantee should be valid for a period extending to 90 (Ninety) days beyond the date stipulated for completion of the contract.
12	Signing of Contract	Contract is to be signed within 3 days of date of issue of LOA.
13	Mobilization & Commencement of work	19/6/2015
14	Time for completion of work	1800 Hrs on 20/6/2015
15	Quantum of Liquidated damages for default in completion of the scope of work as per the contract.	@ 10% of the contract value or as decided by the Competent Authority.

Other details and terms & conditions are as per the Annexure attached.

You are invited to submit your bid against the above tender.

Thanking you,

Yours faithfully

(Banamali Naik)  
Under Secretary to the Government of India.  
[Tel:- 011-24651961](tel:011-24651961)  
Email:-[iec-ayush@nic.in](mailto:iec-ayush@nic.in)

## INDEX

<b>Sl. No</b>	<b>Description</b>	<b>Part/Section</b>
1	Instruction to Bidders	Part 1
2	Bid Rejection Criteria / Bid Evaluation Criteria	Part 2
3	General Conditions of Contract	Part 3 / Section I
4	Terms of Reference / Scope of Work	Part 3 / Section II
5	Special Conditions of Contract	Part 3 / Section III
6	Schedule of Rates	Part 3 / Section IV
7	Proforma of Letter of Authority	Part 4 / Proforma A
8	Bid Form	Part 4 / Proforma B
9	Statement of Compliance with respect to BRC	Part 4 / Proforma C
10	Statement of Non-Compliance (Except BRC)	Part 4 / Proforma D
11	Form of Bid Security (Bank Guarantee )	Part 4 / Proforma E
12	Form of Performance Bank Guarantee	Part 4 / Proforma F
13	Agreement Form	Part 4 / Proforma G
14	Indicative list of Requirements	Annexure-I

## **PART -1**

### **INSTRUCTIONS TO BIDDERS**

**1.0** Bidder shall bear all costs associated with the preparation, submission of bid and Presentation of Technical Bid. Ministry of AYUSH hereinafter referred to as AYUSH, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **A. BID DOCUMENTS**

**2.0** The services required, bidding procedures and contract terms are prescribed in the Bid Document. The bid document includes the following:

- (a) Forwarding letter
- (b) Instructions to Bidders (Part-1)
- (c) Bid Rejection Criteria / Bid Evaluation Criteria (Part-2)
- (d) General Conditions of contract Terms of Reference (Part 3-Section-I)
- (e) Scope of Work / (Section-II)
- (f) Special Conditions of Contract (Section-III)
- (g) Schedule of Rates (Section-IV)
- (h) Proforma of Letter of Authority (Part 4- Proforma-A)
- (i) Bid Form (Proforma-B)
- (j) Statement of Compliance with respect to BRC (Proforma-C)
- (k) Statement of Non-Compliance (Excepting BRC) (Proforma-D)
- (l) Bid Security Form (Proforma-E)
- (m) Performance Security Form (Proforma-F)
- (n) Agreement Form (Proforma-G)

**2.1** The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

#### **3.0 AMENDMENT OF BID DOCUMENTS:**

**3.1** At any time prior to the deadline for submission of bids, the AYUSH may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or as a sequel to Pre-bid conference if held, modify the Bid Documents by issuance of an Addendum.

**3.2** The Addendum will be put on AYUSH's website ([www.indianmedicine.nic.in](http://www.indianmedicine.nic.in)). All bidders are advised to visit AYUSH website regularly to update themselves about modification to the Bid, if any, in order to submit their offer accordingly.

**3.3** No request for the extension of time for submission of Bid will be entertained at any cost.

## **B. PREPARATION OF BIDS**

**4.0 LANGUAGE OF BIDS:** The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the AYUSH shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version. The English Translated version should be used for the purpose of bid interpretation.

**5.0 DOCUMENTS COMPRISING THE BID:** The bid submitted by the Bidder shall comprise the following components:

### **(A) TECHNICAL BID**

- (i) Complete technical details of the services intended to be provided against the tender.
- (ii) Documentary evidence established in accordance with clause **10.0** of Part I.
- (iii) Bid Security furnished in accordance with clause **11.0** of Part I.
- (iv) Letter of Authority as per **Proforma A**.
- (v) Statement of Compliance with respect to BRC as per **Proforma-C**
- (vi) Statement of Non-compliance as per **Proforma-D**
- (vii) Copy of financial bid (**Section IV**) without indicating prices.
- (viii) Any other document as required as per the Bid Document.

### **(B) FINANCIAL PRICE BID**

- (i) Bid Form as per **Proforma-B**
- (ii) Price-Bid Format as per **Section IV**

**6.0 BID FORM:** The bidder shall complete the Bid Form and the appropriate Price schedule furnished in the Bid Document.

## **7.0 PRE-BID CONFERENCE**

**7.1** In order to avoid clarification/confirmation after opening of bids, a Pre-bid conference will be held so as to provide an opportunity to the participating bidders to interact with AYUSH with regard to various tender provisions/tender specifications. In case, due to any points and doubts raised by the prospective bidders, any specific term & condition (which is not a part of “General conditions of the Contract”) needs to be modified, then the same will be considered for modifications and uploaded on the website.

**7.2** After pre-bid conference, the specifications & other tender conditions will be frozen. No change in specifications and tender conditions will be permissible after bid opening. All the bidders must ensure that their bid is complete in all respects and conforms to tender terms and conditions, BEC and the tender specifications in-toto failing which their bids are liable to be rejected without seeking any clarifications on any exception / deviation taken by the bidder in their bid.

**7.3** Bidders should depute their authorized representative who should be competent to take on the spot decisions.

**8.0 PRESENTATION ON TECHNICAL BID:** Bidders meeting the qualifying criteria of Part 2 (BRC / BEC) will be required to give a power point presentation to the Technical Evaluation Committee of AYUSH after opening of the Technical Bids. The date and time of presentation is indicated in the time Schedule of tender letter. All costs associated with this presentation will be borne by the bidder.

**9.0 BID PRICE:**

**9.1** Unit prices in INR must be quoted by the bidders, both in words and in figures.

**9.2** Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

**9.3** All duties and taxes including Corporate Income Taxes and other levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder. The evaluation and comparison of bids shall be made accordingly.

**9.4 Service Tax:**

**9.4.1** The Bidder will have to bear all Service tax liability, as applicable.

**9.4.2** The Bidder should quote the applicable Service Tax, clearly indicating the rate and the amount of Service Tax included in the bid and the classification of the respective service (as per Service Tax rules) under which the Service Tax is payable.

**9.4.3** In the contracts involving multiple services or involving supply of certain goods / Materials along with the services, the Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote Service Tax as applicable for the taxable services.

**9.4.4** In case the applicability of Services Tax is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of Service Tax. AYUSH will not entertain any future claim in respect of Service Tax against such offers.

**9.4.5** In case, the quoted information related to various taxes and duties subsequently proves wrong, incorrect or misleading:-

(a) AYUSH will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side.

(b) AYUSH will have the right to recover the difference in case the rate of duty / tax finally assessed is on the lower side.

**9.4.6** The service provider should have a valid registration with the concerned authorities of Service Tax department and a copy of such registration certificate should be submitted along with the offer.

## **10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

These are listed in **Part – 2**.

## **11.0 BID SECURITY(EMD):**

**11.1** The Bid Security is required to protect the AYUSH against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.8.

**11.2** All the bids must be accompanied by Bid Security for the amount as mentioned in the Forwarding Letter and shall be in any one of the following forms:

- (a) A Bank Guarantee issued from any Nationalized/Scheduled Bank in India, in the prescribed format vide **Proforma-E** only will be accepted. The Bank Guarantee shall be valid for 90 day beyond the validity of the bids asked for in the Bid Documents. Bank Guarantees should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.
- (b) A Banker's cheque or Demand Draft drawn on Pay & Accounts Officer, Ministry of Health & Family Welfare valid for **90** days from the date of issue and payable at New Delhi.

**11.3** Any bid not secured in accordance with sub-clause **11.2** above shall be rejected by AYUSH as non-responsive.

**11.4** The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by AYUSH at the bidder's cost.

**11.5** Unsuccessful Bidder's Bid Security will be discharged and / or returned within 30 days after finalization of tender.

**11.6** Successful Bidder's Bid Security will be discharged and / or returned upon Bidder furnishing the performance security and signing of the contract. Successful bidder will, however, ensure validity of the Bid Security till such time the performance Security in conformity with Clause **26.0** below is furnished.

**11.7** Bid Security shall not accrue any interest during its period of validity or extended validity.

**11.8** The Bid Security may be forfeited:

- (a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
  - (b) If a successful Bidder fails:
    - (i) To sign the contract within the stipulated time & within the period of bid validity, and / or
    - (ii) To furnish Performance Security.



## **12.0 PERIOD OF VALIDITY OF BIDS:**

**12.1** Bids shall remain **valid for 90** days after the date of bid opening prescribed by the AYUSH.

**12.2** In exceptional circumstances, the AYUSH may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). The bid Security provided under Para **11.0** shall also be suitably extended. A bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

## **13.0 FORMAT AND SIGNING OF BID :**

**13.1** The Bidder shall prepare bid clearly. The bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. The letter of authorization (as per **Proforma-A**) shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except the un-amended printed literature, shall be initialed/signed by the person or persons signing the bid.

**13.2** The bid should contain no interlineations, white fluid erasures or overwriting except as necessary to correct apparent errors made by the Bidder. However, such-correction shall be initialed/signed by the person or persons signing the bid.

## **(C) SUBMISSION OF BIDS**

### **14.0 SEALING AND MARKING OF BIDS :**

**14.1** The tender is being processed according to a single stage – Two bid procedure. Offers should be submitted in two parts viz. Technical bid and Financial bid.

**14.2** The Bidder shall seal the Bid as given in following paras.

**14.3** The cover containing the Technical Bid should be in sealed cover bearing the following on the right hand top corner:-

- (i) Envelope No. 1 Technical bid
- (ii) Bid Document No. \_\_\_\_\_
- (iii) Bid closing date \_\_\_\_\_
- (iv) Bidder's name \_\_\_\_\_

**14.4** The cover containing the Financial Bid should be in a separate sealed cover bearing the following on the right hand top corner:-

- (i) Envelope No. 2 Financial bid
- (ii) Bid Document No. \_\_\_\_\_
- (iii) Bid Closing date \_\_\_\_\_
- (iv) Bidder's name \_\_\_\_\_

**14.5** The above mentioned two separate covers containing Technical Bid and the Financial Bid should then be put together in another envelope bearing the following details on the top and the envelope should be addressed Sh. Ramanand Meena, Deputy Secretary, Ministry of AYUSH.

- (i) Bid Document No. \_\_\_\_\_
- (ii) Bid Closing date \_\_\_\_\_
- (iii) Bidder's name \_\_\_\_\_

**14.6** The offer should contain complete specifications, details of services offered together with other relevant documents. The Bid Security mentioned in clause **11.0** should be enclosed with the Technical Bid. **The price Schedule should not be put in the envelope containing the Technical Bid.**

**14.7** All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance / non-compliance to each clause as per **Proforma-C & D**. This should be enclosed with the technical bid.

**14.8** Timely submission of the bids is the responsibility of the Bidder. Bidders should send their bids as far as possible in person or by Registered Post or by Courier Services. AYUSH shall not be responsible for any postal delay / transit loss.

**14.9** Telefax / e-mail / Photocopy bids and bids with Scanned signature will not be considered. Bids should be signed manually failing/which the same shall be rejected.

**15.0 DEADLINE FOR SUBMISSION OF BIDS** : Bids must be received by the AYUSH at the address and time specified in the "Forwarding Letter".

**16.0 LATE BIDS** : Any Bid received by the AYUSH after the deadline for submission of bids prescribed by the AYUSH shall be rejected.

**17.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

**17.1** The Bidder after submission of bid may modify or withdraw its bid by written notice prior to bid closing date and time.

**17.2** The Bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of clause **14.0**. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

**17.3** No bid can be modified subsequent to the deadline for submission of bids.

**17.4** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form.

**17.5** Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

**18.0 BID OPENING AND EVALUATION :**

**18.1** AYUSH will open the Bids, including submission made pursuant to clause 17.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter from the bidder must

be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidders representative who is allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.

**18.2** Bid for which an acceptable notice of withdrawal has been received pursuant to clause shall not be opened. AYUSH will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

**18.3** At bid opening, AYUSH will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the AYUSH may consider appropriate.

**18.4** AYUSH shall prepare, for its own records, minutes of bid opening event including the information disclosed to those present in accordance with the sub-clause **18.3**.

**18.5** To assist in the examination, evaluation and comparison of bids, AYUSH may at its discretion, ask the Bidder for clarifications of its bid and technical presentations. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

**18.6** Prior to the detailed evaluation, AYUSH will determine the substantive responsiveness of each bid to the requirement of the Bidding Documents. For the purpose of these paragraphs, a substantive responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent with the bidding documents, AYUSH's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. AYUSH determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

**18.7** A Bid determined as not substantially responsive will be rejected by AYUSH and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

**18.8** AYUSH may waive minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

## **19.0 OPENING OF FINANCIAL/ PRICE BIDS :**

**19.1** AYUSH will open the Financial Bids of the technically qualified Bidders on the basis of successful presentation on a specific date in the presence of interested qualified bidders. Technically qualified Bidders will be intimated about the bid opening date in advance.

**19.2** AYUSH will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

**19.3** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

**20.0** **EVALUATION AND COMPARISON OF BIDS** : The AYUSH will evaluate and compare the bids as per **Part-2** of the bidding documents.

#### **21.0** **CONTACTING THE AYUSH**

**21.1** Except as otherwise provided in clause **18.0** above, no Bidder shall contact AYUSH on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded except as required by AYUSH *vide* sub-clause **18.5**.

**21.2** An effort by a Bidder to influence the AYUSH in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of his bid.

#### **(D)** **AWARD OF CONTRACT**

#### **22.0** **AWARD CRITERIA:**

AYUSH will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid as defined in the BID EVALUATION CRITERIA (BEC) in the Part II of the tender document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**23.0** **RIGHT TO ACCEPT OR REJECT ANY BID:** AYUSH reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for AYUSH's action.

#### **24.0** **NOTIFICATION OF AWARD:**

**24.1** The AYUSH will notify the successful Bidder(s) in writing by email (to be confirmed in writing by speed post) that its bid has been accepted for award of job. The notification of award of the job will also be put on the website of AYUSH.

**24.2** The notification of award of the job will constitute the formation of the Contract.

**24.3** Upon the successful Bidder's furnishing of Performance Security pursuant to clause **26.0** the AYUSH will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to clause **11.0** hereinabove.

## **25.0 SIGNING OF CONTRACT:**

**25.1** At the same time as the AYUSH notifies the successful Bidder that its Bid has been accepted, the AYUSH will call the successful bidder for signing of the agreement and handover the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

**25.2** Within 3 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the AYUSH.

## **26.0 PERFORMANCE SECURITY:**

**26.1** Within 3 days of receipt of notification of award of Job from the AYUSH, the successful Bidder shall furnish to AYUSH the Performance Security for the amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by AYUSH to Contractor awarding the contract as per **Proforma-F** and must be in the form of Bank Guarantee (BG) from any Nationalized / Scheduled Bank in India. Bank Guarantees should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

**26.2** The Performance Security specified above must be valid for 90 days after the date of expiry of the tenure of the contract to cover the warranty obligations indicated in clause 6.0 of Section-I hereof. The same will be discharged by AYUSH not later than 30 days following its expiry.

**26.3** The performance security shall be payable to AYUSH as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

**26.4** The Performance Security will not accrue any interest during its period of validity or extended validity.

**26.5** Failure of the successful Bidder to comply with the requirements of clause 25.0 or 26.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event AYUSH may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

**(END OF PART -1)**

## PART – 2

### **BID REJECTION CRITERIA (BRC)/ BID EVALUATION CRITERIA (BEC)**

#### **I. BID REJECTION CRITERIA (BRC):-**

The bid shall conform generally to all the scope of work and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the scope of work/technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

#### **(A) TECHNICAL: The bidder must meet the following criteria:-**

##### **1.0 EXPERIENCE:**

The Bidder must have experience of having successfully completed events of similar nature during last 3 years ending last day of month previous to the one in which applications are invited should be either of the following:

- i) Three similar completed works successfully each costing not less than Rs.30.00 lakhs or
- ii) Two similar completed works successfully each costing not less than Rs. 50.00 lakhs or
- iii) One similar completed work successfully costing not less than Rs. 100.00 lakhs

**2.0** Average annual financial turnover of minimum Rs. 10.00 crore during the last 03 years including 2014-15.

**2.1** The bidder must have a project office in Delhi NCR for effective co-ordination of work with AYUSH. The bidder should provide the address and phone numbers of the NCR office in their bid. (Ref. Bid form at Proforma B for format).

**3.0 DOCUMENTS:** Bidder must furnish following documentary evidence along with their bids in support of fulfilling above requirements:

- (a) Profile of the firm indicating the total number of staff and infrastructure.
- (b) A certificate issued by a practicing chartered/cost accountant certifying the Annual Turnover and audited Balance Sheet and Profit and Loss Account etc for the last 3 years
- (c) Copy of the quality certification if any, received by the organization.
- (d) Documentary proof in respect of A(1.0) above in the form of copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number and type of services), such as –
  - (i) Satisfactory completion /performance report (OR)
  - (ii) proof of release of Performance Security after completion of the contract (OR)

- (iii) proof of settlement/ release of final payment against the contract (OR)
  - (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above. Documents, if any, in support of additional experience.
- (e) The bidder must have service/sale tax, ESI and EPF registration and related documents must be enclosed in support of them.
- (f) An affidavit stating that the bidder has not been debarred/blacklisted by any State Govt./Central Govt. or any other organization including PSUs under the control of State/Central Govt.
- (g) Documents in support of the experience as mentioned above at S. No. A(1.0) of Part-2.

## **(B.) FINANCIAL- BID SUBMISSION**

- (a) Bids shall be submitted under single stage two bid systems, i.e. Technical bid and Financial bid separately. Bids shall be rejected outright if the technical bid contains the prices. The Technical bid and Commercial Bid shall comprise all the components as per Clause 5.0 of Part I, failing which the bid will be liable for rejection.
- (b) Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- (c) Bid security shall be furnished as a part of the technical bid. The amount of bid security shall be as specified in the bid document. Any bid not accompanied by a proper bid security will be rejected.
- (d) Bids received after bid closing date and time will be rejected.

**4.0** Any bid received in the form of Telefax/e-mail/Xerox/Photocopy and bids with Scanned signature will be rejected. Original bids should be signed manually failing which they shall be rejected.

**5.0** Bids shall be typed or written in indelible ink and bid shall be signed by the bidder or his authorized representative on all pages failing which the bid may be liable for rejection.

**6.0** Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialed by the person (s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement will be liable for rejection.

**7.0** Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and Sub-Contractor's personnel, arising out of execution of the contract.

**8.0** Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.

**9.0** Any bid containing false statement will be rejected.

**10.0** Bidders must quote clearly and strictly in accordance with the “Schedule of Rates” of bidding document; otherwise the bid will be summarily rejected.

**11.0** Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which offer will be rejected-

- (i) Performance Guarantee Bond Clause
- (ii) Force Majeure Clause
- (iii) Tax Liabilities Clause
- (iv) Arbitration Clause
- (v) Acceptance of Jurisdiction and Applicable Law
- (vi) Liquidated damage cum penalty clause
- (vii) Safety & Labour Law
- (viii) Termination Clause.

**12.0** Bidders, whose proposal for technical collaboration/ joint venture involves foreign equity participation or payment of royalty and/or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval on their application prior to date of price bid opening.

## **C. GENERAL**

1.0 In case bidder takes exception to any clause of bid document not covered under BEC/BRC, then the AYUSH has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by AYUSH. The loading so done by the AYUSH will be final and binding on the bidders.

2.0 To ascertain the substantial responsiveness of the bid, the AYUSH reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the AYUSH failing which the offer will be summarily rejected.

3.0 If any of the clauses in the BRC contradict with other clauses of bid document elsewhere, then the clauses in the BRC shall prevail.

## **II. BID EVALUATION CRITERIA (BEC)**

The bids will be evaluated on the basis/ parameters given below :-

### **Stage-I**

The Envelope 1 containing the Technical Bid will be opened and will be checked for the availability of all the required documents and evaluated on the basis of submitted documents.



## **Stage-II**

Bidder qualifying as per the technical evaluation criteria in stage-I, will have to make presentation on the conception specified date and time. Presentation should preferably be with a 3D walk-through movie showing highlights of the concept before the Evaluation Committee constituted for the purpose by the Competent Authority.

**“The price bid of only those bidders will be opened whose presentation is found to be satisfactory by the Evaluation Committee.”**

## **Stage –III**

Financial bid of all those bidders, whose presentation has been found to be satisfactory by the Evaluation Committee, will be opened in the presence of the representatives of the concerned bidders who wish to be present. The price quoted by each bidder will be announced.

AYUSH reserves the right to negotiate the rates with Lowest Evaluated Bid as specified above and also reserves the right to reject any or all the offers without assigning any reason.

**END OF PART-2**

**PART – 3**  
**SECTION-I**

**GENERAL CONDITIONS OF CONTRACT**

**1.0 DEFINITIONS:**

1.1 In the contract, the following terms shall be interpreted as indicated:

- a) **“The Contract”** means agreement entered into between AYUSH and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- b) **“The Contract Price”** means the price payable to Contractor under the contract for full and proper performance of its contractual obligation;
- c) **“The Work”** means each and every activity required for the successful performance of the services described in Section II of the Terms of Reference.
- d) **“AYUSH”** means the Ministry of Ayurveda, Yoga & Naturopathy, Unani, Siddha and Homoeopathy (AYUSH).
- e) **“Contractor”** means the Contractor performing the work under this Contract.
- f) **“Contractor’s Personnel”** means the personnel performing the work under this Contract.
- g) **“AYUSH Personnel”** means the personnel to be provided by AYUSH or AYUSH’s Contractor (other than the Contractor executing the Contract.) The representatives of AYUSH are also included in the AYUSH’s personnel.

**2.0 EFFECTIVE DATE, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**

2.1 **EFFECTIVE DATE OF CONTRACT:** The contract shall become effective as of the date AYUSH notifies Contractor in writing (through Letter of Award) that it has been awarded the contract.

2.2 **DATE OF COMMENCEMENT OF CONTRACT:** As per Section III (Special Terms & Conditions).

2.3 **DURATION OF CONTRACT:** As per Section III (Special Terms & Conditions).

3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

3.1 Perform the work described in the Terms of Reference (Section-II) in most competent manner both technically & systematically and also in most economic and cost effective manner.

3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, provide all labour as required to perform the work.

3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

3.4 Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as AYUSH may consider necessary for the proper fulfilling of Contractor's obligations under the contract.

4.0 **GENERAL OBLIGATIONS OF AYUSH:** AYUSH shall, in accordance with and subject to the terms and conditions of this contract:

4.1 Pay Contractor in accordance with terms and conditions of the contract.

4.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

4.3 Perform all other obligations required of AYUSH by the terms of the contract.

## **5.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR**

5.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable AYUSH and statutory safety requirement. Upon AYUSH's written request, Contractor, entirely at their own expense, shall remove immediately from assignment to the work, any personnel of the Contractor determined by AYUSH to be unsuitable and shall promptly replace such personnel with personnel acceptable to AYUSH without affecting AYUSH's work.

5.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & from field site, enroute/local boarding, lodging, medical attention etc. AYUSH shall have no liability or responsibility in this regard.

5.3 Contractor's key personnel shall be fluent in English language (both writing and speaking).

## **6.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

6.1 Contractor shall not, without AYUSH's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of AYUSH in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

6.2 Contractor shall not, without AYUSH's prior written consent, make use of any document or information except for purposes of performing the contract.

6.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of AYUSH and shall be returned (in all copies) to AYUSH on completion of Contractor's performance under the Contract if so required by AYUSH. All information obtained by Contractor in the conduct of operations and the information/maps provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the AYUSH's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

## **7.0 TAXES**

7.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under this contract will be on Contractor's account.

7.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.

7.3 The Contractor shall furnish to the AYUSH, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under this contract for submitting the same to the Tax authorities, on specific request from them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

7.4 Prior to start of operations under the contract, the Contractor shall furnish the AYUSH with the necessary documents, as asked for by the AYUSH and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

7.5 Tax clearance certificate for personnel and corporate taxes shall be obtained by the Contractor from the appropriate Indian Tax authorities and furnished to AYUSH within 03 months of the expiry of the tenure of the contract or such extended time as the AYUSH may allow in this regard.

7.6 TDS will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.

7.7 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the AYUSH shall not assume any responsibility on this account.

7.8 All local taxes, levies and duties, sales tax, octroi, entry tax etc. on purchases and sales made by Contractor shall be borne by the Contractor.

## **8.0 Service Tax:**

8.1 The Contractor will have to bear all Service tax liability, as applicable.

## **9.0 INSURANCE**

9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its sub-contractor during the currency of the contract.

9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act, 1991.

9.3 Contractor shall obtain additional insurance or revise the limits of existing insurance as per AYUSH's request in which case additional cost shall be to Contractor's account.

9.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.

9.5 Contractor shall furnish to AYUSH prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

9.6 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the AYUSH will

renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

- 9.7 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the AYUSH about the coverage prior to the commencement of agreements with its sub-Contractors.
- 9.8 All insurance taken out by Contractor or his sub-Contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the AYUSH.

#### **10.0 CHANGES:**

- 10.1 During the performance of the work, AYUSH may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order (Change Order) by the AYUSH.
- 10.2 If any change result in an increase in compensation due to Contractor or in a credit due to AYUSH, Contractor shall submit to AYUSH an estimate of the amount of such compensation or credit in a form prescribed by AYUSH. Such estimates shall be based on the rates shown in the Schedule of Rates (Section IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

#### **11.0 FORCE MAJEURE:**

- 11.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 11.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing

within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

- 11.3 Either party will have the right to terminate the contract if such 'Force Majeure' condition continues beyond fifteen (15) days with prior written notice.

## **12.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**

- 12.1 All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be New Delhi. The award made in pursuance thereof shall be binding on the parties.

## **13.0 NOTICES:**

- 13.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by e-mail and confirmed in writing to the applicable address specified below:

- a) The Deputy Secretary(IEC)  
Ministry of Ayurved, Yoga & Naturopathy, Unani,  
Siddha and Homoeopathy(AYUSH)  
AYUSH Bhawan, B- Block, GPO Complex,  
INA, New Delhi-110023  
Phone No:- 011-24651965  
Email:- [ramanand.meena@nic.in](mailto:ramanand.meena@nic.in)

- b) **Contractor**

- 13.2 A notice shall be effective when delivered or on the notice's effective date whichever is later.

## **14.0 SUBCONTRACTING/ASSIGNMENT:**

- 14.1 Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party (ies). Except for the main services under this contract, Contractor may sub-contract the petty support services subject to AYUSH prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

## **15.0 MISCELLANEOUS PROVISIONS:**

- 15.1 Contractor shall conform in all respects with the provisions of any Statute, Ordinance or Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation of public bodies and Companies as aforesaid and shall keep AYUSH indemnified

against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

## **16.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION AND/OR COMPLETION OF WORKS AND SERVICES:**

16.1 Time is the essence of this Contract. In the event of the Contractor's default, in timely mobilization for commencement and/ or in timely completion of works or services within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 10% of contract value if the contractor is not able to finish the work as per scheduled timelines given by AYUSH.

**17.0 PERFORMANCE SECURITY:** The Contractor has to furnish to AYUSH a Bank Guarantee (being 10% of contract Price) towards performance security. The performance security shall be payable to AYUSH as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. The bank guarantee will be discharged by AYUSH not later than 30 days following its expiry.

**18.0 ASSOCIATION OF AYUSH/AYUSH PERSONNEL:** AYUSH/AYUSH personnel may be associated with the work if & where required, throughout the tenure of the contract. However, the incidental expenses like traveling, boarding/ lodging cost etc. of AYUSH/AYUSH personnel will be borne by AYUSH/AYUSH. The Contractor shall execute the work with professional competence and in an efficient and workman like manner.

## **19.0 LAIBILITY:**

19.1 Except as otherwise expressly provided, neither AYUSH nor its servants, agents, nominees, Contractors, or sub-Contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-Contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of AYUSH and/or its servants, agent, nominees, assignees, Contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless AYUSH from and against such loss or damage and any suit, claim or expense resulting therefrom.

19.2 Neither AYUSH nor its servants, agents, nominees, assignees, Contractors, sub-Contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-Contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of AYUSH and/or its servants, agents nominees, assignees, Contractors and sub-Contractors. Contractor shall protect, defend, indemnify and hold harmless AYUSH from and against such liabilities and any suit claim or expense resulting there from.

19.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against AYUSH and/ or its underwriters, servants, agents, nominees, assignees, Contractors and sub-Contractors for loss or damage to the equipment of the Contractor and/or its sub-Contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

19.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against AYUSH and/or its



underwriters, servants, agents, nominees, assignees, Contractors and sub-Contractors for injury to, illness or death of any employee of the Contractor and of its Contractors, sub-Contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

## **20.0 INDEMNITY AGREEMENT:**

20.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold AYUSH harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, Contractors and sub-Contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

## **21.0 PAYMENT & INVOICING PROCEDURE:**

21.1 AYUSH shall pay to Contractor 40% as advance on signing of the contract and the balance 60% on successful completion of the contract, the amount duly calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from AYUSH unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

21.2 All payments due by AYUSH to Contractor shall be made at Contractor's designated bank.

21.3 Payment of any invoices shall not prejudice the right of AYUSH to question the validity of any charges therein, provided AYUSH within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which AYUSH questions.

21.4 Contractor will submit 3 (three) sets of all invoices to AYUSH address given under Para 14.1 above for processing of payment.

21.5 Invoices with original supporting documents duly countersigned by the AYUSH's representative/engineer wherever applicable will be submitted at the end of completion of the Project by the CONTRACTOR to AYUSH and payment shall be made within 30 calendar days from the date of receipt of invoice at the above office.

21.5.1 The original invoice should also accompany the following documents/details:

- a) Copy of valid registration certificate under the Service Tax rules.
- b) Invoice (i.e. Tax invoice as per relevant Service Tax rules, in original and duplicate, clearly indicating Service Tax registration number, Service Classification, Rate and amount of Service Tax shown separately).
- c) Undertaking by the contractor regarding compliance of all statutes.
- d) Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract.

21.6 The AYUSH shall within 20 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion. This will not prejudice the AYUSH's right to question the validity of the payment at a later date as envisaged in sub-clause **21.3** above.

21.7 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.

21.8 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based up to 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection. Any audit conducted by AYUSH of Contractor's records, as provided therein, shall be limited to AYUSH's verification (i) of the accuracy of all charges made by Contractor to AYUSH and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.

**22.0 WITH HOLDING:**AYUSH may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect AYUSH from loss on account of :-

- a) For non-completion of jobs assigned as per Section-II.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held form wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of AYUSH.
- h) All claims against Contractor for damages and injuries, and /or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse AYUSH under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which AYUSH, under any circumstances in the opinion of AYUSH may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demands made by AYUSH, fail to pay and discharge such indebtedness, then AYUSH may during the

period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:-

- i. Order issued by a Court of Law in India.
- ii. Income-Tax deductible at source according to law prevalent from time to time in the country.
- iii. Any obligation of Contractor which by any law prevalent from time to time be discharged by AYUSH in the event of Contractor's failure to adhere to such laws.
- iv. Any payment due from Contractor in respect of unauthorized imports.

When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-held.

Notwithstanding the foregoing, the right of AYUSH to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/ indirectly related to some negligent act or omission on the part of Contractor.

### **23.0 APPLICABLE LAW:**

This Contract including all matters connected with this Contract, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts situated in Delhi. The Contractor including foreign companies, operating in India or entering into Joint ventures in India, shall have to obey other law of the Land and obtain necessary permits/ licenses etc. from appropriate authorities for conducting operations under the Contract. There shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

**24.0 RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the AYUSH and its authorized employees and representatives to inspect all the works performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records at all reasonable times for inspection by the AYUSH designated representatives and its authorized employees and representatives.

**25.0 SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of bid opening, if there is change in or enactment of any law or interpretation of existing law, which results in additional cost/ reduction in cost to Contractor on account of the operation under the Contract, the AYUSH/ Contractor shall reimburse/ pay Contractor/AYUSH for such additional/reduced costs actually incurred.

**26.0 ROYALTY AND PATENTS:** Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent right, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.

**29.0 WRONG/ INCORRECT/ MISLEADING INFORMATION:** It must be noted that any information/ statement furnished in the bid, if at any stage, found wrong, incorrect or misleading, will attract action as per rules/ law.

**30.0 WAIVER:** Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the AYUSH under this contract shall not impair such right, power or remedy nor shall any waiver by the AYUSH of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the AYUSH or be deemed a waiver by the AYUSH of any subsequent breach by Contractor.

**END OF SECTION-I**

## **SECTION-II**

### **TERMS OF REFERENCE / SCOPE OF WORK**

#### **SCOPE OF WORK**

The International Day of Yoga is scheduled to be held on 21/6/2015 New Delhi. The bidder/ agency has to design, fabricate, and operationalize the venue for mass yoga demonstrations and provide event management services in all respects.

This event is likely to be attended by about 20,000 school children & guests. The scope of work would include fabrication of the stage & venue for participants. **A detailed indicative list of requirements is at annexure I.** The list is suggestive only. The bidder must draw the requirements as may be necessary for successful management of the event.

The agency will have to complete all the jobs by 12.00 noon of 20<sup>th</sup> June, 2015 and the venue should be fully functional thereafter. The fittings to be dismantled and removed by the agency after close of the event after 10.AM on 21/6/2015.

**END OF SECTION-II**

## SECTION – III

### SPECIAL CONDITIONS OF CONTRACT

- 1.0 Commencement of Contract :** Fabrication should commence from 18/6/2015 or before as per the availability of space.
- 2.0 Completion of Fabrication and erection:** Fabrication, Erection, furnishings etc should be completed by 12.00 noon of 20/6/2015.
- 3.0 Dismantling of the venue structures :** After the event, fittings should be dismantled and removed by the contractor before 6.00 PM. on 22<sup>nd</sup> June, 2015. The cost for any time overrun will have to be borne by the contractor.
- 4.0 Payment terms :** 40% as advance on signing of the contract and the balance 60% on successful completion of the work/services.
- 5.0 Entry of contractor's personnel, material and any other goods :** The contractor has to make all arrangements including security clearance, passes etc. for the movement in and out of the venue and obtain all necessary permissions from the concerned authorities and other related agencies. AYUSH will facilitate to the extent possible in this regard. However, the primary responsibility will be with the contractor.

**END OF SECTION – III**

**SECTION – IV**

**SCHEDULE OF RATES / PRICE FORMAT**

<b>Sl. No</b>	<b>Job Description</b>	<b>Total Price in INR for the entire job &amp; entire period</b>
1.	Fabrication, erection, furnishing of appropriate space at Rajpath as per the scope of work (Section II), including dismantling and clearing space used for the event.	
2.	Less: Salvage cost.	
3.	Service Tax @ _____ %	
4.	Any other Tax	
5..	Gross Price	

**NOTE:**

1. The Gross Price is inclusive of all taxes & duties etc. No other charges will be payable by AYUSH.
2. Items brought by the contractor for fabrication, display & event management shall be taken back by him after the event and AYUSH will not have any claim on these items.
3. Unit price for each item may also be quoted separately.
4. **Price break up for the bill of material and other services should be submitted with the price format in separate sheets (As per Clause 9.4.3 of Part 1).**

Authorized Person's Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of the Bidder:

**END OF SECTION – IV**

**PART – 4**

**PROFORMA LETTER OF AUTHORITY**

To,  
The Deputy Secretary,  
Ministry of AYUSH,  
AYUSH Bhawan, B- Block, GPO Complex,  
Near INA Market, New Delhi-110023

Sir,

**Sub: AYUSH Bid Document No. 01/IDY/MOAYUSH/14-15**

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) is authorized to represent us to Bid, negotiable and conclude the agreement on our behalf with you against Bid Document No. \_\_\_\_\_ for hiring of services for \_\_\_\_\_.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours faithfully,

**Authorized Person's Signature :** \_\_\_\_\_

**Name :** \_\_\_\_\_

**Authorized e-Mail id :**

**Authorized Fax No :**

**Seal of the Bidder:**

**Note :** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.



BID FORM

To

The Deputy Secretary,  
Ministry of AYUSH,  
AYUSH Bhawan, B- Block, GPO Complex,  
Near INA Market, New Delhi-110023

**Sub: Bid document no.01/IDY/MOAYUSH/14-15**

Sir,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_\_ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within (\_\_\_\_\_) days calculated from the date both parties have signed the Contract.

We shall perform the work in a first class workmanlike and professional manner and in accordance with the highest degree of quality, efficiency and current state of the art technology in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance which AYUSH may, from time to time, furnish to the contractor (clause 6.1 of General Conditions of Contract).

If our bid is accepted, we will obtain the guarantee of a bank for a sum not exceeding \_\_\_\_\_ for due performance of the Contract.

We agree to abide by this Bid for a period of **90 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Our project office in Delhi NCR is at following address:

\_\_\_\_\_

Phone No: along with name of contact person \_\_\_\_\_

e.mail address \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014

**Authorized Person's Signature:** \_\_\_\_\_

**Name :** \_\_\_\_\_

**Designation :** \_\_\_\_\_

**Seal of the Bidder :**

**Sub: Bid document no. .01/IDY/AYUSH/14-15**

**STATEMENT OF COMPLIANCE WITH RESPECT TO BRC**

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	COMPLIANCE	REMARKS

We undertake that all the clauses of BRC as entered in the tender document shall be fully complied with.

**Authorized Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**Sub: Bid document no. 01/IDY/AYUSH/14-15**

**STATEMENT OF NON-COMPLIANCE (EXCEPTING BRC)**

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	NON- COMPLIANCE	REMARKS

We undertake that excepting above deviations all the terms and conditions in the tender document shall be fully complied with.

**Authorized Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**Proforma of Bank Guarantee towards Bid Security**

Ref. No.....

Bank Guarantee

No.....

Dated.....

To,

The Deputy Secretary,  
Ministry of AYUSH,  
AYUSH Bhawan, B- Block, GPO Complex,  
Near INA Market, New Delhi-110023

Dear Sirs,

1. Whereas Ministry of Ayurveda, Yoga & naturopathy, Unani, Siddha and Homoeopathy (AYUSH), having its office at AYUSH Bhawan, B- Block, GPO Complex, Near INA Market, New Delhi-110023 India (hereinafter called AYUSH which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a Tender No. \_\_\_\_\_ and M/s \_\_\_\_\_ having Head office at \_\_\_\_\_ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No..... and Bidder having agreed to furnish as condition precedent for participation in the said tender and unconditional and irrevocable Bank Guarantee of Rupees(in figures) \_\_\_\_\_ (Rupees)(in words) \_\_\_\_\_ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bid documents supplied by AYUSH which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.
2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by AYUSH, the amount of Rs. (in figures) \_\_\_\_\_ (Rupees (in words) \_\_\_\_\_ only) in aggregate at any time without any demur and recourse, and without AYUSH having to substantiate the demand. Any such demand made by AYUSH shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.
3. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

(h) The Bank also agrees that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place from where tenders have been invited.

(i) This guarantee shall be irrevocable and shall remain in force up to \_\_\_\_\_ which includes thirty days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the aforesaid date.

(j) Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Rs.(in figures)\_\_\_\_\_ (Rupees (in words)\_\_\_\_\_ only) and our guarantee shall remain in force until (indicated the date of expiry of bank guarantee)\_\_\_\_\_.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of AYUSH under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of AYUSH under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank, through its authorized officer, has set its hand and stamp on this ..... Day of..... at.....

WITNESS NO. 1

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(Signature)

Full name and official address  
letters)  
with Bank stamp

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(Signature)

Full name, designation and (in legible  
official address (in legible letters)

WITNESS NO.2

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(Signature)

Full name and official address  
(In legible letters)

**Note:**

- i. This Bank Guarantee/ all further communications relating to the Bank Guarantee should be forwarded to AYUSH
- ii. Bank Guarantee, duly executed as per the above format, is to be enclosed with the Bid

**PERFORMANCE GUARANTEE**

Ref. No.....

Bank Guarantee

No.....

Dated.....

To,

Sh. Ramanand Meena  
The Deputy Secretary,  
Ministry of AYUSH,  
AYUSH Bhawan, B- Block, GPO Complex,  
Near INA Market, New Delhi-110023

Dear Sirs,

1. In consideration of Ministry of Ayurveda, Yoga & naturopathy, Unani, Siddha and Homoeopathy (AYUSH), having its office at AYUSH Bhawan, B- Block, GPO Complex, Near INA Market, New Delhi-110023 India (hereinafter referred to as AYUSH which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called ‘the CONTRACT’ which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the ‘CONTRACTOR’) which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and AYUSH having agreed that the CONTRACTOR shall furnish to AYUSH a performance guarantee for Rupees..... for the faithful performance of the entire CONTRACT.
2. We (name of the Bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having \_\_\_\_\_ head/registered office at \_\_\_\_\_ (hereinafter referred to as “the Bank”, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any / all moneys to the extent of Rs.(in figures)\_\_\_\_\_ (Rupees (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and /or without any reference to the CONTRACTOR. Any such demand made by AYUSH on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any
3. other authority and /or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by AYUSH in writing. This guarantee shall not be



4. determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.
5. The Bank also agrees that AYUSH at its option shall be entitled to enforce this Guarantee against the Bank as principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that AYUSH may have in relation to the CONTRACTOR's liabilities.
6. The Bank further agrees that AYUSH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in AYUSH against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any

Forbearance, act or omission on the part of AYUSH or any indulgence by AYUSH to the said CONTRACTOR (S) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of AYUSH under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till AYUSH discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of AYUSH or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Laws and subject to the exclusive jurisdiction of Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Rs. (in figures) \_\_\_\_\_ (Rupees (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of AYUSH under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of AYUSH under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_

WITNESS NO. 1

(Signature)  
Full name and official  
Address (in legible letters)  
With Bank stamp

\_\_\_\_\_  
(Signature)  
Full name, designation and  
address (in legible letters)

Attorney as per power of  
Attorney No. \_\_\_\_\_  
Dated\_\_\_\_\_

WITNESS NO. 2

(Signature)  
Full name and official  
Address (in legible letters)

1. The expiry date as mentioned in clause 9 should be arrived at by adding 90 days to the CONTRACT completion date unless otherwise specified in the bidding document.

**AGREEMENT FORM**

This Agreement is made on \_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_ having its office at \_\_\_\_\_ hereinafter called the AYUSH which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s \_\_\_\_\_ (Name and address of Contractor) hereinafter called the “Contractor” which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS AYUSH desires that Services \_\_\_\_\_ (brief description of services) should be provided by the Contractor as detailed hereinafter or as AYUSH may require;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for AYUSH as per Section-II attached herewith for this purpose and

WHEREAS, AYUSH had issued a firm Letter of Award No. \_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against AYUSH Bid document 01/IDY/MOAYUSH/14-15 \_\_\_\_\_. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in AYUSH’s bid document and subsequent letters including the Letter of Intent and Contractor’s offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz :
  - (a) Section –I indicating the General Conditions of this Contract.
  - (b) Section-II indicating the Terms of Reference
  - (c) Section-III indicating the Special Terms & Condition;
  - (d) Section-IV indicating the Schedule of Rates.
3. In consideration of the payments to be made by AYUSH to the Contractor as hereinafter mentioned, the Contractor hereby covenants with AYUSH to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4. AYUSH hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Noida, Uttar Pradesh as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of  
Ministry of AYUSH,

for and on behalf of Contractor  
(M/s\_\_\_\_\_)

Name:  
Status:

Name:  
Status

In presence of

In presence of

1.

1.

2.

2.

**International Day of Yoga (21/06/2015) at Rajpath, New Delhi****Indicative list of requirements as per scope of work**

<b>Sr. No.</b>	<b>Description of Job</b>
1.	Arrangement for Mass Yoga Demonstration (Yogathon) at Rajpath and side lawns from 7.00 AM to 7.30 AM on 21/6/2015. The number of participants (Children and Guests) would be around 20,000.
2.	Stage (50'x 30') with Backdrop with arrangement for 20 persons and space for yoga performance. Yoga Mats to be provided on the stage.
3.	Security Screen of cloth of 20ft. to 25 ft. height on both sides of the venue upto 500 mtrs. approx.
4.	10 digital Projection Screens (8'x12' approx.)
5.	Arrangement for 100 media persons.
6.	Arrangement for AV recording of the event.
7.	Arrangement for uninterrupted sound/PA system.
8.	Light refreshment for 10,000 children @ of Rs. 50 each (Frooti, Biscuits, Water Bottle, Chips, Banana, Muffins)
9.	Arrangement for 1000 Yoga mats for VVIPs
10.	100 Ushers for escorting VVIPs, General Public .
11.	20 Hoardings (20'x10') and 500 banners in the city at prominent places.
12.	100 Security Guards/Ushers for managing the guests.
13.	Soft Carpet/Mat of 50,000 sq.mtr. for performing yoga.
14.	Invitation cards (5000) with parking labels.
15.	Arrangement for 15 bouquets.
16.	Drinking water facility in packed glasses for guests with proper distribution arrangement
17.	Compere.
18.	Badges for organizers/ushers/security.
19.	100 Signages (2mtr. x 1mtr.) wherever necessary.
20.	Barricading wherever required

21.	500 Pole buntings as per requirements.
22.	20 Toilets (Chemical) (14 Gents, 6 Ladies)
23.	50 Dustbin (100 ltrs.)
24.	Cleaning Arrangement of the Area after the event.