



**National Handloom Development Corporation Limited
(A Government of India Undertaking)**

Corporate office:

Wegmans Business Park, tower 1, Plot No. 3,
Sector Knowledge Park – 3, Surajpur Kasna road,
Greater Noida – 201 306

REQUEST FOR PROPOSAL

FOR

**‘SELECTION OF AGENCY FOR DESIGNING, FABRICATION AND SETTING UP A
PERMANENT GALLERY TO EXHIBIT DIVERSE COLLECTION OF NORTH EAST
TEXTILES AT NATIONAL CENTER FOR HERITAGE TEXTILES (NCHT), JANPATH,
NEW DELHI.’**

Disclaimer

1. This RFP document is neither an agreement nor an offer by National Handloom Development Corporation Ltd (hereinafter referred to as NHDC) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. NHDC does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for NHDC to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by NHDC in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. NHDC will not have any liability to any prospective Applicant/ Firm/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for 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 behalf of NHDC or their employees, any agency or otherwise arising in any way from the selection process for the Assignment. NHDC 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. NHDC will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that NHDC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the services and NHDC 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. NHDC also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.
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. NHDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. NHDC reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website of NHDC.

RFP Ref No: NHDC/DCH/Gallery/2019-20

Notice Inviting E-Tender

1. On behalf of Office of Development commissioner for handlooms, National Handloom Development Corporation Ltd (a Govt. of India Undertaking, Ministry of Textile), invites online bids through Eligibility criterion/Technical Bid/criterion against RFP for “selection of agency for designing, fabrication and setting up a permanent gallery to exhibit diverse collection of North East textiles at National Centre for Heritage Textiles, Janpath, New Delhi”.
2. The tender document may be downloaded from www.nhdc.org.in/www.handlooms.nic.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

CRITICAL DATE SHEET

1	Published Date	24/06/2019
2	Bid Document Download Start Date and Time	24/06/2019 at 1800 hrs
3	Pre Bid meeting	04/07/2019 at 1500 hrs
4	Bid Submission Start Date	08/07/2019 at 1000 hrs
5	Bid Submission End Date and Time	22/07/2019 at 1500 hrs
6	Bid Opening Date and Time	23/07/2019 at 1500 hrs

3. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Contractors/Bidders are advised to follow the instructions provided in the “Instructions to the Contractors/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>” and in the Annexure - VIII. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. Bidders shall not tamper/modify the tender form including downloaded financial bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with Office of Development Commissioner for Handlooms .
5. Intending tenderers are advised to visit National Handloom Development Corporation’s website www.nhdc.org.in and **CPPP site <https://eprocure.gov.in/eprocure/app>** regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.
6. EMD and Bid document cost:

Cost of Bid document	INR 2,000 (Indian Rupees Two Thousand only) in the form of DD from a Nationalized bank in India and drawn in favour of National Handloom development Corporation Ltd, Greater Noida.
Earnest Money deposit	Rs. 5,00,000 (Indian Rupees Two Lakh only) in the form of Bank Guarantee (BG) from Nationalized/Scheduled bank in India and drawn in favour of National Handloom development Corporation Ltd, Greater Noida.

7. The minimum validity date of the BG should be 120 (one hundred twenty) days from the last date of submission of the bids. The Hard Copy of original instruments in respect of EMD and bid document cost must be delivered to the address given below on or before bid submission end date/time as mentioned in the critical date sheet. Bids not accompanied with EMD and bid document cost is liable to be rejected. The bid document fee shall be nonrefundable. MSM/DIC/NSIC registered agencies are exempted for EMD and bid document fee.

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8. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Eligibility criterion/Technical Bid/criterion the results of their qualification will be intimated later.

9. Submission of Bids:

The bids shall be submitted online viz., Eligibility criterion/Technical Bid/criterion. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

9.1 **Cover – I** Eligibility criterion/Technical Bid/criterion (Check list):

The following documents are to be self-attested and furnished by the Bidder along with Bid Fee as per the bid document (As applicable):

- a) Scanned Copy of Technical Compliance / Eligibility Criterion as per the attached Annexure
- b) Scanned copy of document as a proof for payment of EMD and bid/Tender document cost.

9.2 **Cover – II** Financial Bid (Check list):

- a) Scanned Copy of Financial Bid.

INTRODUCTION

National Handloom Development Corporation Limited: (NHDC) was set up as a Public Sector Undertaking by the Government of India as an autonomous body under the Companies Act 1956 in pursuance of the imperative need for a National Level Agency to assist the speedy development of the Handloom Sector by coordinating all action covering the procurement and supply of inputs at reasonable prices augmenting the marketing efforts of State upgrading the technology in the Handloom Sector & improving productivity.

OBJECTIVE:

To establish a permanent gallery at National Centre for Heritage Textiles, Janpath, new delhi in collaboration with Indira Gandhi National Center for Art, New Delhi about the diverse collection of North east textiles for the purpose of education and dissemination of this wealth of knowledge. In order to highlight the relevance of indigenous weaving traditions of north east in the form of well curated and thoroughly planned exhibition

PROJECT OVERVIEW:

A permanent Art gallery in the range of around **6100** sq.feet (may increase/decrease as per need) in National Centre for Heritage Textiles, Janpath, New delhi at 2nd floor, about the diverse collection of North east textiles, which occupies a pivotal place in the indigenous textile culture of India. Each tribe of North East states has a very close relationship with particular motif and weaving identity. The textiles traditions of 08 NE states including fibers, fabrics, looms and tools which comprises more than 1000 textiles samples, 20,000 photographs, field diaries and also above 100 AV documentation etc. The significance of this gallery is to revive and showcase the lost ateliers and the motifs of textile of tribal communities, highlighting the rich traditional of NE States. This gallery will also provide a platform for those who are interested and learn the rich textile of NE states as well as to attract tourist.

Display:

1. Textiles from 08 NE states
2. Audio- Video display of process, skills and artisans, documentation on lifestyles and landscapes
3. Photographs of communities, lifestyles, motifs, design looms etc.
4. Installation specific to nature of exhibitions
5. Digital Kiosks
6. Others ethnographic objectives

Tangible Output:

1. The textile collection gallery
2. A catalogue
3. Other print, AV material for publicity, research, tourist attraction etc.

Intangible Output:

1. Artisan empowerment
2. Preservation of the indigenous traditions
3. Educational and appreciation for the arts
4. Revival of dying textiles traditions
5. Dissemination of knowledge amongst locals and travelers from across the globe
6. Base and resource for further research by experts

Target Audience:

1. Researchers, experts, students, weavers, entrepreneurs, tourists etc.

ABOUT NATIONAL CENTER FOR HERITAGE TEXTILES (NCHT), JANPATH NEW DELHI:

National Centre for Heritage Textiles, Janpath provides infrastructure support to handloom agencies to augment sales of handloom products and showcase the exquisite varieties of handlooms produced all

over the country. To attract consumers and increase foot falls, the National Centre for Heritage Textiles has been refurbished and given a new improved look. National Centre for Heritage Textiles is being developed as an as an important tourist destination of Delhi. Various expos, events, and other cultural activities have been planned and being implemented to provide direct marketing platform to the handloom weavers and organizations to sell their products directly to the consumers. In turn this will also help in publicity, awareness and brand building of the Handloom.

SITE AREA/LOCATION

The gallery to be set up in an approx. area of 6100 square feet at National Centre for Heritage Textiles, New delhi at 2nd Floor.

TIME PERIOD FOR COMPLETION OF PROJECT

Three months from date of issue of Award of Work.

ESTIMATED BUDGET:

As per the early estimates, the tentative budget for the execution of said assignment is around Rs. 1.25 crore.

INVITATION FOR TENDER BIDS

On Behalf of O/o Development Commissioner for Handlooms, NHDC (as an Implementing Agency) invites online bids from the reputed agencies "for designing, fabrication and setting up a permanent gallery to exhibit diverse collection of north east textiles at National Centre for Heritage Textiles, Janpath, New Delhi"

Any bid received after the specified date and time of the receipt of bids prescribed in critical date sheet, will not be accepted. NHDC is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including holidays or delays. In case, the specified date of submission & opening of Bids is declared a holiday in Greater Noida/NCR, the bids will be received till the specified time on next working day and Eligibility / Technical Bid will be opened at specified time on that day. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

SUBMISSION OF BIDS: GENERAL TERMS AND CONDITIONS

All bids must be accompanied by Tender fee of Rs. 2,000/- (Two Thousand) in the form of Demand Draft and EMD of Rs. 5,00,000/- in the form of Bank Guarantee from any Nationalized/commercial banks in favour of "**National Handloom Development Corporation Ltd**" payable in Greater Noida. Non-submission of EMD & Tender fee will lead to outright rejection of the Offer. The EMD of unsuccessful bidders would be return without any interest accrued on.

Hard Copy of Tender Fee and EMD should reach the given address on or before Bid Opening Date & Time as mentioned in Critical date Sheet.

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PERFORMCE SECURITY DEPOSIT

Within 7 days of the receipt of the notification of award (LOA) from NHDC, the successful Bidder shall furnish a performance security for an amount of 10% (Ten percent) of the Value of Contract, using the performance security format to be provided by NHDC. The Performance Security shall be valid for at least 90 (ninety) days beyond the completion of contract period and shall be denominated in Indian rupees and shall be a bank guarantee in favour of NHDC, payable at Greater Noida, issued by a scheduled bank in India. The proceeds of the Performance Security shall be payable to NHDC as compensation for any loss resulting from the Service Provider's failure to complete its obligations under this bid. NHDC shall notify the Service Provider in writing of its invocation of its right to receive such compensation within 15 days, indicating the reasons for which the Service Provider is in default. The Performance Security shall be discharged by NHDC and returned to the Service Provider within 30 days from the date of final certificate certifying the fulfillment of the performance obligations under this Bid. The Service Provider

shall furnish amendment to the Performance Security, if required, within 15 days of notification.

PAYMENT SCHEDULE

40% (Forty percent) of the payment of the total sum of the order will be released against the receipt of Performance security deposit of 10% of Contract value and subsequently 2nd phase of 40% payment will be released. Remaining payment of 20% will be released only after satisfactory completion and final acceptance of the Gallery complete in all respect as specified in the accompanying Technical Specifications or otherwise agreed in the Contract.

SCOPE OF WORK

The scope of service shall include all activities for planning, designing, setting up a permanent gallery. The role of selected agency will involve tasks as mentioned under, but will not be limited to these only.

- A. Curation, Designing (planning, layout, detailed drawing) and Fabrication of display aides at the Gallery.
 - i) Concept Design (preparation of conceptual designs)
 - ii) Preliminary Drawings (Modify conceptual drawings by incorporating the required changes as suggested by the Authority)
 - iii) Working drawings (Modify preliminary drawing incorporating required changes as suggested by Authority)
- B. Creative designing for display of North east state textiles Products and Equipment.
- C. Overall interior design scheme and specifications (types of material and varieties being used with specification).
- D. Interior architectural additions and alteration without any structural change in the space available
- E. Fabrication and installation of display aids as per specifications to preserve the finest specimens of traditional motifs, pattern of North east textiles and Equipment.
- F. Selection of materials, equipment and other related elements.
- G. Any other item or scope of work necessary for efficient and meaningful display of the exhibits
- H. Visual Merchandising of products with the help of Touchsreen, LCD screen Interactive Kiosks etc
- I. Content development and storyline
- J. Catalogues, photography, videography, documentation, Write-ups and signages etc.
- K. Illumination, lighting design
- L. Any other things, requirement necessary for the gallery

PRE BID CONFERENCE

NHDC shall organise a Pre Bid Conference on 04/07/2019 at 1500 hrs in the Office of NHDC, Greater Noida. The bidders are requested to submit any questions in writing on or before the date of pre-bid meeting. However, prospective bidders are free to raise their queries during the meeting and responses will be conveyed to all the prospective bidders by way of hosting amendments/ clarifications on the websites at www.nhdc.org.in and <https://eprocure.gov.in/eprocure/app> in accordance with the respective clauses of the RFP.

Queries can be sent to Email: tender@nhdc.org.in

CRITERIA FOR EVALUATION AND COMPARISON OF BIDS

A three-stage procedure will be adopted for evaluation of proposals, with the pre-qualification being completed before the Bid Security is opened. The technical evaluation and thereafter financial proposals will be opened and compared.

EVALUATION PROCESS

- (a) Technical and Financial Bids shall be evaluated based on scores allotted to these bids in a ratio of 70: 30 respectively, each being further examined based on the prescribed criteria as per the RFP. Final selection of the Service Provider shall be made based on the composite score obtained on both the Technical and Financial bids during evaluation process.
- (b) Technical bid will be examined based on criteria.
- (c) In the second step, the Bidder(s) will make a presentation on their proposal. NHDC may also seek additional information, visit to Bidder's site and/ or arrange discussions with their professional, technical faculties to verify claims made in the Technical Bid documentation.
- (d) Technical evaluation of bidders shall be made on the basis of conformity to technical and operational requirements, and time schedule for execution of project.
- (e) All the bidders who secure a Technical Score of 70% or more will be declared as technically qualified. **The financial bids of only the technically qualified bidders will be opened for further processing.** It is, however, clarified that, subject to other provisions of this Document, every bidder will have to fulfil the minimum technical specifications laid down in the RFP for being qualified technically.
- (f) In order to assist in the examination, evaluation and comparison of Bids, the NHDC may at its discretion ask the Bidder for a clarification regarding its Bid. **The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.** However, while giving a clarification, a Bidder may offer a higher specification or model or higher level of service without any impact on Financial Bid to be opened subsequently. The envelopes containing Technical Bids of only the Eligible Bidders will be opened and the contents (particularly Fact Sheets) will be announced in the presence of all Bidders or their representatives. A Bidder may also be allowed to inspect bids given by other Bidders. **An open discussion regarding technical and functional parameters quoted by various Bidders may also take place, if required.**
- (g) Financial bids of only those bidders will be opened whose technical bids are found to be responsive & acceptable to NHDC. Bidder's representative may attend the Financial Bid opening.
- (h) Before opening technical bids of the pre-qualified bidders, the envelope containing Bid Security shall be opened. If Bid Security is not provided or is not given in the required format or is not of prescribed value, such technical bids will not be opened.
- (i) NHDC may at its discretion discuss with Bidder(s) available at this stage to clarify contents of financial bids.
- (j) If there is a discrepancy between the unit price & the total price, the unit price shall prevail and NHDC shall correct the total price. If there is a discrepancy between words & figures, the amount in words shall prevail. If the bidder does not accept the correction of errors, his bid shall be rejected.

OPENING& COMPARISON OF FINANCIAL BIDS

Financial Bids will be opened and compared (after the technical evaluation is completed) for those Bidders whose technical bids reach the minimum threshold standards (i.e. 70 marks) and Bid Security has been deposited. The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidders' representatives who are present shall sign a register evidencing their attendance. The name of Bidder, Bid Prices, etc. will be announced at the meeting. NHDC may even ask bidders to sign on one another's bids to ensure complete transparency.

EVALUATION OF FINANCIAL BIDS

- The Financial Bids of the technically qualified bidders will be evaluated.
- The Evaluation process proposed for Financial Bid will be based on the following formula for determining the Financial Score:

$$\mathbf{Sf} = 100 * \mathbf{Fm} / \mathbf{F}$$

Where **Sf** means financial score, **Fm** means lowest price offered and **F** means the price of the proposal under consideration.

SELECTION OF IMPLEMENTING AGENCY

This shall be based on the Quality and Cost Based Selection (QCBS) method where the Technical score (Tb) is given a weight of 0.7 i.e. (70%) and financial score is given a weight of 0.3 i.e. (30 %):

Final Score of the bid = (0.7 x Tb) + (0.3 x Sf) where Tb is the Technical Score and Sf is the Financial Score of the bidder under consideration.

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 Technical score (Tb) will be considered the best value bid and ranked as R1. Similarly other bids will be ranked as R2, R3..... Rn.

EXIT CLAUSE:

The Authority shall exercise the exit clause, if:

- I. The Agency abandons the work without prior written consent of the Authority for more than 120 (one hundred twenty) days
- II. In case of repetitive significant performance failures not attended by Concessionaire or there are major defaults by the Concessionaire.
- III. The Agency fails to make any payment due to the Authority within the 90 days of due date or period specified in Agreement
- IV. The Agency creates any Encumbrance in breach of the Agreement or there is a change in Ownership in breach of the Agreement The Agency shall exercise the exit clause, if:

- The Authority fails to transfer / pay / reimburse / adjust payments within 30 days or period specified in Agreement, from due date of such payments as the case may be, for which the Agency is entitled as per the terms of Agreement

TEAM COMPOSITION

A. List of Key Professionals whose CV and experience is to be evaluated

S.No.	Post	Name	Qualification	Years of experience	Details of task undertaken
1	Team Leader/Creative Director				
2	Curator				
3	Experienced Interior designer/Museum/Exhibition experts				

Format of Curriculum Vitae (Provide on individual basis)

S.No.	Particulars	Description
1	Name	{Name of the key professional}
2	Age	
3	Qualification	{Summarize college/university and other specialised education, names of board/university, year and degrees obtained}
4	Membership in Professional societies	
5	Employment record	Starting from present employment. All details including name of employer, position, location and assignment etc.
6	Years of experience	

B. Composition of the team personnel and task(s) of each Team Member in proposed Project

S.No.	Name	Position	Task/Assignment in proposed project
1			
2			
3			
4			
5			

Certification:

I, the undersigned certify that to the best of my knowledge and belief, these data correctly describe the team member, his/her qualifications and his/her experience.

Date:

(Signature)

Annexure I**ELIGIBILITY CRITERIA/PRE BID CRITERION**

S.No.	Particulars/Description	Remarks
1	Agency/Firm Must be Registered company in India	Copy of Company registration certificate
2	Sole agency should have minimum 5 years experiences in executing designing and fabrication of Museums/High end world-class exhibitions	Attach supporting work order, completion certificate as applicable
3	Aggregate average turnover of not less than Rs. 10 crores in last three years.	Attach Balance Sheet duly certified by CA
4	A net worth of not less than Rs. 3 crores in last financial year	Attach supporting Auditor's CA certificate.
5	Company should have executed (planning, designing and fabrication of) at least 3 Exhibitions/Museums/Gallery or similar type of work worth more than 01 crore in value	attach work –orders and completion certificate
6	General profile of the firm	Attach Brief Write up
8	Last 03 years income tax returns	
9	Experience of executing (planning, designing and fabrication of) at least 3 exhibitions/Museums/Gallery or similar type of work with documentary proof and details of works in hand	Attach supporting documents
10	List of professional employees and consultants of the firm having experience in the required area of experience	Attach details viz. Name, Age Qualification, Assignment, domain experience, post etc.

ANNEXURE II**LIST OF DOCUMENT TO BE ATTACHED WITH ONLINE TENDER**

The following are the documents in support of eligibility for Empanelment of multi-media agencies and other details as required for consideration of our Proposal Eligibility Criteria Description:

S. No.	Documents to be Enclosed
1	General profile of the firm
2	Copy of documents of agency having minimum 5 years experiences in executing designing and fabrication of Museums/High end world-class exhibitions
3	Copy of Legal Status of the Agency. Any one of the following: a) A company/firm having registered office in India and incorporated or registered under The Indian Companies Act 2013, b) Partnership firm under Partnership Act 1932, c) Sole Proprietorship under the Societies Registration Act 1860. d) If registered under any other act(s) in India, please provide details
4	Copy of valid PAN and GST registration
5	Copy of balance sheet of Financial years- 2015-16, 2016-17 & 2017-18 duly certified by Chartered Accountant.
6	Self Declaration by Agency that they are not blacklisted/de-listed by any Central/State Government/Public Sector and not found guilty/penalized by any court.
7	Copy of Proof of Experience of executing (planning, designing and fabrication) at least 3 exhibitions/Museums/Gallery or similar type of work with documentary proof and details of works in hand
8	Whether involved in any litigation or any legal, criminal, civil, taxation and other cases pending against the Agency/Directors/Proprietors etc. If yes, give details, including details of conviction, if any.
9	Agency should have the ability to serve the requirements of all the NHDC establishments. (As per Annexure A)
10	Copy of proof for payment of EMD and copy of bid document cost.
11	Copy of Last 03 years income tax returns
12	Details List of professional employees and consultants of the firm having experience in the required area of experience
13	Submit documents in compliance of Technical Criterion/Bid (as per annexure -3)

Note: NHDC reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents. NHDC decision in this regard shall be final and binding on all. An agency, which has been empanelled, may be removed from the panel in case it is observed that the agency has submitted incorrect documents/declaration during/after the empanelment process.

ANNEXURE III

DETAILS OF THE AGENCY

1.	Name of the Agency			
2.	Address of the Registered Office with contact person(s), Telephone nos., Mobile no., email Ids			
3.	Legal status of the agency (Company Public Ltd./ Pvt. Ltd./ Partnership etc.)			
4.	Details of incorporation of the agency	Date		
		Ref:		
8.	Permanent Account Number (PAN)			
9.	GST Registration No.			
10.	Name and Designation of the authorized signatory			
11.	Address of Branch Offices with Contact Person(s), Telephone nos., Mobile No., email ids.			
13.	Telephone No. (with STD code)			
14.	Mobile no. and E-mail id of the contact person			
15.	Fax No. (with STD code)			
16.	Website address			
Financial Details (as per audited Balance Sheets) (in ` Cr)				
a.	Year	2015-16	2016-17	2017-18
b.	Net Worth			
c.	Turnover			
d.	Operating Profit			

We certify that the above particulars are correct and we understand and agree that if any statement is found to be false or not correct, NHDC has the right to remove our name from the panel with immediate effect and NHDC decision in this regard shall be final. We understand and agree that the empanelment does not obligate NHDC in any manner and NHDC has the right to omit the name of the Agency from the approved lists at its sole discretion at any time during the term of the empanelment.

Date _____

Signature _____

Place _____

Name _____

Designation _____

(Please affix rubber stamp of your Agency)

ANNEXURE IV

TECHNICAL CRITERION/BID (only assess if bidder is successfully qualified in Pre – bid criterion)

S.No.	Evaluation Criterion	Marks
1	Evaluation of work experience: Experience in designing, fabrication & setting up and managing museums/ exhibitions/ art galleries/ fairs/ convention centres/ display of antiquities, artifacts and art objects.	Upto 03 project = 10 Marks >03 project to 05= 15 Marks > 05 projects = 20 marks
	Total	20 Marks
2	Evaluation of technical Presentation: <ul style="list-style-type: none"> • Understanding of objectives, scope of work, complete coverage of components etc 	05 Marks
	<ul style="list-style-type: none"> • Design Concept/Content development 	10 marks
	<ul style="list-style-type: none"> • Display technique (objects, narration, multimedia projection etc) 	10 marks
	<ul style="list-style-type: none"> • layout and technology 	10 marks
	<ul style="list-style-type: none"> • Story line and its continuity from one gallery to other 	
	Total	40 Marks
3	Evaluation of team Component: <ul style="list-style-type: none"> • Team :Leader/Creative Director 	10 marks
	<ul style="list-style-type: none"> • Curator 	05 Marks
	<ul style="list-style-type: none"> • Experienced Interior designer/Museum/Exhibition experts 	05 Marks
	Total	20 Marks
4	Annual Turnover of Agency (ies) from major business involving designing, Fabrication and Setting up of gallery & related areas should be Rs.10 crore and above for each of the preceding three years. (20 Marks)	10 to 15 crore = 05 Marks >15 crore to 20 crore= 10 Marks > 20 crore = 20 marks
	Total	20 Marks
5	GRAND TOTAL	100 MARKS

Note: Bidders must secure a minimum of 70 marks to qualify for the opening of financial Bid.

TERMS AND CONDITIONS

- i) The agency selected will be valid for a period till completion of project (i.e. 03 months).
- ii) NHDC reserves the right to:
 - a) Accept or reject any or all the proposals.
 - b) Cancel/withdraw the RFP process at any stage without assigning any reasons thereof
 - c) To reissue the RFP
 - d) Delete/amend/add any clause(s) in the RFP at any time, without assigning any reason and shall not be held liable for any losses or damages caused by such amendment/modification.
- iii) In case, an empanelled Agency shuts any of its offices, it should inform the NHDC immediately.
- iv) In case, an agency changes the location of its registered office, it should inform the NHDC immediately.
- v) On renewal of any statutory certificate, a copy of the same must be furnished to NHDC.
- vi) NHDC dealing with the selected agency shall be on a principal-to-principal basis and the NHDC shall have no liability to pay any media or suppliers for anything done/not done or any act of omission/commission by the agencies.
- vii) The Agency shall indemnify NHDC against any action or proceedings brought against NHDC by act of commission/omission or negligence on its part or on the part of its employees/agents, in the performance of the said services. The Agency shall be liable for any of its or its employees/agents actions that are detrimental to the interest of NHDC and the quantum of damages for the same will be decided by NHDC and will be final and binding on the Agency. The Agency shall also indemnify NHDC in respect of any third party claim in respect of any Intellectual Property Rights (IPR) violations alleged or raised on account of the services rendered by the Agency to NHDC.
- viii) Agencies may request clarifications on any clause of the RFP documents by raising queries to NHDC. Any request for clarification must be sent in writing via regular mail to tender@nhdc.org.in on or before the date of the pre-bid meeting.
- ix) The selection of Agency will not guarantee assignment of work or any minimum quantum of work and the agency will have no right to make any claim whatsoever in that regard.
- x) NHDC reserves the right to cancel the agency at any time by giving one month notice or otherwise.
- xi) The Agency shall not assign the project, whole or in part, to any other agency, even to its own subsidiary or parent agency, to perform its obligation, under the work order that may be issued by NHDC to agency, without the NHDC's prior consent.

xii) Deficiency in Service / Penalty

- b) In case it is observed by NHDC that the work performed by the Agency is not as per the required standard or specified quality, the Agency will be served with the written notice to that effect calling upon to improve its performance. If the Agency's performance is found unsatisfactory even after issuance of such

a notice, it will not be allotted any work on next three occasions as and when their turn comes up in rotation, if applicable.

c) NHDC shall have the right to terminate the Agency, if it deems necessary.

d) NHDC reserves the right to blacklist/de-list an applicant for a suitable period in case the Agency fails to honour its proposal without sufficient grounds.

xiii) Non-Disclosure clause:

a) The agencies shall treat all documents, information, data and communication of and with NHDC as confidential.

b) The selected agency shall abide by the Non-Disclosure clause. Successful agencies shall not, without NHDC's prior written consent, disclose any specification, plan, sample or information or data or drawings /designs furnished by or on behalf of NHDC to any person other than a person employed by the Agency in the performance of the work.

c) Disclosure to any such person employed by the agency shall be made in utmost confidence and should extend only so far as may be necessary and relevant for the purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure clause.

xiv) Force Majeure

Neither party shall be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the defaulting party's control even after exertion of best of efforts to prevent such failure, which may include but not be limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any government authority, delay in obtaining licenses or rejection of proposal under the statutes, fire or floods.

xv) Special conditions

In case the date fixed for opening of proposals is subsequently declared as holiday, the revised schedule will be notified. However, in absence of such notification, the proposals will be opened on next working day with the time and venue remaining unaltered.

xvi) Settlement of dispute by arbitration

Any disputes and difference of any kind, whatsoever, arising out of or in connection with this contract or carrying out of the services, shall be settled amicably. If however, the parties are not able to resolve any dispute or difference amicably, the same shall be referred for arbitration in accordance with the provisions of Arbitration & Conciliation Act 1996 and any reenactment (s) and or modification(s) thereof and of the rules framed there under. The venue for the arbitration shall be New Delhi.

xvii) Governing Law

This document and services hereunder shall be governed by and construed and enforced in accordance with the Laws of India and only the courts in New Delhi shall have exclusive jurisdiction for any dispute arising out of as in relation to this tender.

GENERAL CONDITIONS

(i) The general condition shall apply in contracts made by the NHDC for availing the services of agency.

(ii) In the event of any actions being contemplated or instituted against the NHDC, for alleged infringement of any intellectual property right or other statutory or common law rights, the NHDC reserves the right to cancel immediately its contract or part thereof yet to be undertaken and the Agency shall compensate / repay the NHDC any of the commission already paid to the Agency or any other loss that might be incurred by the NHDC.

(iii) The NHDC through its authorized officers shall have right to inspect the services regarding conduct of agency. Should any inspection point to the need of improvement, the necessary alteration shall be incorporated free of cost by the agency (ies).

(iv) NHDC reserves the right to disqualify such agency who have a record of not meeting contractual obligations against earlier contracts entered into with the NHDC.

(v) NHDC reserves the right to blacklist an agency for a suitable period in case the agency fails to honour its bid without sufficient grounds.

(vi) It shall be obligatory on the part of agency to share the sources of secondary data, primary data, NHDC's interviews/questionnaires etc. and any other items, which are not proprietary property of the agency.

(vii) Tender Fee (Non-refundable) of Rs.2,000/-(Rupees Two Thousand Only) in form of Demand Draft favoring "National Handloom Development Corporation Ltd" payable at Gr. Noida is to be submitted along with the application. The Earnest Money Deposit (EMD) for the application related to Empanelment of Agencies shall be Rs. 5, 00,000/- by Bank Guarantee favouring "National Handloom Development Corporation Ltd" payable at Gr. Noida is also to be submitted along with the application. The EMD shall be refunded to the unsuccessful Agencies without any interest liability. Application submitted without Tender Fee & EMD will not be entertained.

(viii) The Agency shall not use the name of the NHDC/ Office of Development commissioner for Handlooms or its logo to promote their business without prior permission.

ANNEXURE V

(Format for Affidavit)

(On the letterhead of the Agency duly stamped and signed)

TO WHOMSOEVER IT MAY CONCERN

This is certify that our Agency:

1. Does not owe any money beyond 60 days to any other agency.
2. Has not been blacklisted/de-listed by any of the Central /State Government /Public Sector Undertakings /Public Sector Banks/any regulatory institution in the past 3 years.
3. Does not have any legal, civil, criminal, taxation and other cases pending against the Agency that may have an impact affecting or compromising the delivery of services required.

(AUTHORISED SIGNATORY)

NAME:

DESIGNATION:

Format of Bank Guarantee

BG No.

Date:

1. In consideration of you, National Handloom Development Corporation Ltd., A Government of India Undertaking, Ministry of Textiles, Wegmans Business Park, 4th Floor, Sector Knowledge Park – 3, Surajpur Kasna Road, Greater Noida- 201306 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of **[Name of company]**, (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for “selection of agency for designing, fabrication and setting up a permanent gallery to exhibit diverse collection of north east textiles at National Centre for Heritage Textiles, Janpath, New Delhi” for [name of assignment] pursuant to the RFP Document dated [date] issued in respect of the Assignment and other related documents including without limitation the draft work order for services (hereinafter collectively referred to as “Documents”), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of relevant clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said RFP Document.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).
4. This Guarantee shall be irrevocable and remain in full force for a period of 90 (Ninety) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the

Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Notes:

- The Bank Guarantee should contain the name, designation and code number of the officer(s)

signing the Guarantee.

- The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Annexure - VIII

Instructions to Bidders for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

1. REGISTRATION

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

2. SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids. RFP- For Appointing Survey Agency
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need

not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive RFP- For Appointing Survey Agency fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120-4001002.