



**National Handloom Development Corporation Limited
(A Government of India Undertaking)
Registered office: Wegmans Business Park, Tower 1, Plot No. 3,
Sector Knowledge Park – 3, Surajpur Kasna road,
Greater Noida – 201 306**

REQUEST FOR PROPOSAL (RFP)

FOR

**EMPANELMENT OF AGENCY FOR PROVIDING INFRASTRUCTURE WORK,
PUBLICITY & PRINTING INCLUDING SECURITY SERVICES FOR EXHIBITION
ACROSS COUNTRY**

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate Sources.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal.

All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

National Handloom Development Corporation Ltd,
4th Floor, Wegmans Business Park, Tower 1,
Sector Knowledge Park – 3, Surajpur Kasna Road,
Greater Noida – 201306

NOTICE INVITING TENDER

National Handloom Development Corporation Ltd (NHDC), a Govt. of India Undertaking, Ministry of Textile, invites physical bids through Eligibility criterion/Technical Bid for “Empanelment of agency for infrastructure works, Publicity/Printing including security services for Exhibitions across country”.

The tender document may be downloaded from www.nhdc.org.in (for reference only) as per the schedule as given in CRITICAL DATE SHEET as under.

S. No.	Particulars Details	Date
1	Date of Issue of Tender Document	13/12/2021 at 1800 Hrs
2	Pre bid meeting date and Time	17/12/2021 at 1130 Hrs
3	Starting Date and Time for Submission of Bid/Tender	17/12/2021 at 1430 Hrs
4	Last Date and time for submission of Tender	03/01/2022 at 1500 Hrs
5	Date of Opening of Tender	03/01/2022 at 1700 Hrs

Bids shall be submitted physically only at NHDC Greater Noida Office. Contractors/Bidders are advised to follow the instructions provided in the “Instructions to the Contractors/Bidders for the submission of the bids.

Bidders shall not tamper/modify the tender form 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 NHDC.

Intending tenderers are advised to visit National Handloom development Corporation’s website www.nhdc.org.in regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

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	INR 1, 00,000 (Indian Rupees of one Lakh only) in the form of DD or BG from a Nationalized bank in India and drawn in favour of National Handloom development Corporation Ltd, Greater Noida.

Submission of Bids:

The bids shall be submitted physically in following parts, viz., Eligibility Criterion/Technical Bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter. 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 non-refundable. NSIC/MSME/DIC registered agencies are exempted for EMD and bid document fee.

**National Handloom Development Corporation,
Wegmans Business Park, Tower 1, 4th Floor,
Sector Knowledge Park – 3, Surajpur Kasna Road,
Greater Noida – 201306**

Cover – I Fee / Eligibility Criterion: technical Bid (Check list):

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

- a) All document as per Eligibility Criterion, Technical Bid Criterion.
- b) Document as a proof for payment of EMD and Bid Document Fee.

PART A

INTRODUCTION:

National Handloom Development Corporation Ltd (A Govt. of India Undertaking) working under the aegis of Development Commissioner for Handloom, Ministry of Textiles, Govt. of India, New Delhi has been taking a number of measures to provide Marketing support to the handloom weavers in marketing their products by arranging Exhibition cum Sale besides other measures at various Metropolitan cities every year. Participants from various states, Apex Bodies, Primary Handloom Weavers Societies etc. participate in these Expo.

REQUEST FOR PROPOSAL:

NHDC invites physical bids to apply against its RFP for “Empanelment of technical agency for Conceptualising, designing, fabrication, infrastructure works, Publicity/Printing including security services for exhibitions across India” and intends to empanel the agencies through competitive bidding process in accordance with the procedure set out herein.

Only the agencies capable of providing infrastructure material of Octonum System including printing/publicity, security services and having good experience of executing similar type of work are eligible to apply.

OBJECTIVE:

Empanelment of agencies for Conceptualising, designing, fabrication, infrastructure works, branding of pavilion & stalls, Publicity/Printing including security services for Handloom Exhibitions and other to be conducted across the country.

PLACES OF EXHIBITION:

Metros, Tier I, Tier II, Tier III Cities across the India.

SCOPE OF WORK:

The selected agency would be responsible for conceptualising, designing, fabrication of stalls & office space, infrastructure works, branding of pavilion & stalls, Publicity/Printing and providing security services for Handloom Exhibitions.

The agency/firm would be required to give Ethnic look to the ambience inside the exhibition area matching the Handloom sector. Only new/fresh items to be used. It shall be the responsibility of the selected agency to arrange material, man power and necessary expertise for executing the work including the security personnel. The pavilion & stalls should be made ready by selected agency one day before the commencement of exhibitions. The lay out plan and design including welcome gate and material to be used will have to be approved by NHDC beforehand

The selected agency has to ensure that the Infrastructure/ stalls are constructed in such a way so that there is ample movement space for the public and in case of any untoward incident the visitors can be evacuated as early as possible.

The selected agency would be required to coordinate with the Managers/In-charge of the land/place owning agency and must take their permission while setting up stalls etc. The selected agency would be required to tie up with the MC, Local Police, Traffic Police etc, so that the work of exhibitions can be executed smoothly. All the permission/Licenses along with the expenditure involved in getting these Permissions/Licenses from Local Fire Service, Labor Department, Licensing Branch, Local Police, Local

Traffic Police, Health Department, MC like horticulture, Enforcement, electricity, civil etc. would be the responsibility of selected bidder. It would be the responsibility of the selected agency to arrange for sufficient number of dustbins, fire extinguishers, chair, tables, canopies, during the event, exhibition should be manned by adequate support staff, water proofing of stalls, round the clock fool proof security with required gadgets, cleanliness in the exhibition etc.

The selected agency has to ensure that the whole complex is properly lit and all stalls have sufficient electricity and power points. All electrical installations must be in accordance with the provision of the Regulations for Licensing and Controlling places of Public Amusement (other than Cinemas) and the performances of Public Amusement, 1980

Publicity panel/standees, hoardings, continuous flex panels on the outside of tin barricade with white cloth masking on the inside of tin barricades/partitions would be put up at the entrance gates, behind stages and at other prominent places in the venue giving due publicity to O/o DCH & NHDC at the cost of selected bidder with specific quantity to be determined in consultation with NHDC. The design & content for the same would be provided by NHDC. For masking only brand new clean cloth should be used by the agency. The Standees and small hoarding on schemes of O/o DCH/NHDC, drop downs, signages, banners, etc will be required to be put inside the exhibition area, if required. Further, the buntings/hoardings with theme (will decide later on) would also be required to be put up onto the electric poles/roundabouts at each exhibition. The design & number would need prior approval of NHDC.

Bill of Quantity (tentative): Proposed quantity of the items required for infrastructure works, publicity/printing and security services for each Exhibitions across country.

S.NO	Description of Work(Tentatively for 14 days)	Unit	Required Quantity (Approx.)
INFRASTRUCTURE WORK:			
01.	Venue: Venue chosen should be of repute with proper amenities and which would provide opportunity for the weavers to maximize their sales. Wherever, urban haats are available and functional, preference should be given to them.	Days	15 Days
02.	Stall details for one unit: Construction of the stalls on octonum system for participating agencies –size 2.5 mtr x 1.5 mtr, height 2.4 mtr. With the provision of three shelves, rods for hangers. Shelves are to be made of laminated board of not less than ¾” thickness. Each stall is to be separated by laminated pannels of hard – board. For each stall 2 tables of size 1 mtr x 0.5 mtr x 1 mtr. On octonum system and two chairs of <u>exclusive good quality</u> , one dust bin of 12 “size (height) two bulbs – 100 wt& two l.e.d. of 100 wt. Facia of each stall is to be made separately, designed with 4 mm, sun board dully pasted with computer cut vinyal film with the name of participating agency/society in 4” ht. (design of the stall enclosed) Authority would also like to see the sample model of stall, before placing the order.	One complete unit	80 nos.
03.	Construction of one office 4m x 4m = 16 sq. Mtr on octonum system (with glass pannel & door with locking system with furniture, centre table seater – fancy sofa exclusive 4 chairs, pedestal fan, one official table, one office steel almirah, 3 l.e.d. 100wt.	One complete unit	01
04.	(A) Carpet Flooring (Unitex) New Carpet (B) Carpet Flooring: Good Condition (Neat & Clean)	Per Sq. Ft. Per Sq. Ft.	5000 Sq. Ft. 5000 Sq. Ft.
05.	(A) Ply Panelling (Octonum) 1 Mtr. X 2.4 M (B) Ply Panelling (Octonum) ½ Mtr. X 2.4 M	Per Pannel Per Pannel	10 Nos. 10 Nos.
06.	Looking Mirror (18” X 4’) With Stand & Support by Octonum Frames	Nos	12 Nos.
07.	Public announcement system (with music system) – CD player with 8 speaker boxes to be placed at various places inside the hall & outside.	Complete Unit	One Set

08.	Fire Extinguisher (Medium Size) For Textiles Goods with One Trained Fireman (11.00 Am To 9.00 Pm Daily)	Nos	20 Nos
09.	Green Plants (Good Quality) – (Medium Size)	Nos	40 Nos
10.	Plastic Dust Bin (Big Size) 36"	Nos	10 Nos
11.	Hallogen: (A) 1000 Watt. (B) 500 Watt.	Nos Nos	05 Nos 10 Nos
12.	Spot Light (CFL – 15 Watt).	Nos	50 Nos
13.	Female Mannequins	Nos	20 Nos
14.	Main Gate/Side Gate (As Per Oct. System with Multicolour Streach Signage (Flax) 208 Sq. Ft.	As Required	As Required
15.	Streach Signage with Names of Participating Agencies / Other Matter: - 4' X 6' Nos With Framing 6' X 20' Nos. Without Framing 6' X 40' Nos. Without Framing 5' X 3' Nos. Without Framing 4' X 2' Nos. Without Framing 4' X 10' Nos. Without Framing 10' X 10' Nos. With Framing Stands	Per Sq. Ft. Per Sq. Ft. Per Sq. Ft. Per Sq. Ft. Per Sq. Ft. Per Sq. Ft. Per Sq. Ft.	4 4 2 6 3 5 4
16.	Inaugural panel (1 mtr. X 2.4 mtr. On octonum system) matter will be given for flax printing (design enclosed) (size may be changed according to the requirement)	Nos	01
17.	Direction board printing on flax with stand (design enclosed)	Nos	10
18.	Flag poles height 12' with art silk flags in different colours size 1 mtr x 1.25 mtr. with monograms of silk fab / wool fab (design enclosed)	Nos	20
19.	Table on (octonum system)	Nos	04
20.	Folding chair (good quality)	Nos	20
21.	Pedestal Fan	Nos	10
22.	Standby Generator (without diesel / oil) with cable / wire required up to main junction box along with attendant / electrician (as per requirement). 35 Kva 65 Kva 125 Kva	Nos Nos Nos	01 01 01
23.	Inauguration lamp (brass – 5' height approx.) along with refined oil / cotton / match box etc on inaugural day.	Nos	01
24.	Electrical bulbs Jhalar with small coloured bulbs having length of 100 feet each	Nos	05
25.	One peon / attendant for 16 days (one peon / attendant will be available for 16 days at event place / camp office for each exhibition/event)	One	01
26.	Flower Decoration (a) Main Gate and Side Gate (With Multi Colour Fresh Flowers) (b) Hall Gate (With Exclusive Multi Colour Fresh Flowers) (c) Flower Decoration with Gate Structure (d) Bouquet (35 Nos. Fresh Rose Flowers)	One One One One	01 01 01
27.	Pagoda-The Pagoda in Size 5 Mtr X 5 Mtr. With Steel Structure and with wooden platform, Covered with Proper Water Proof Material.	One Complete Unit	30
28.	Providing Trained Security Guards on pan India basis. During the Each exhibition/event, there shall be in need of trained Security Guards for 15/16 days round the day		3 nos per day in 3 shifts

29.	Printing of creatives, design, display, hoarding, marketing collaterals/TV commercials/short-films/and other publicity material etc., at DAVP (Now, BOC) rates	On need basis	On need basis
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NOTE: -

- The above number/requirement/quantity/size may increase or decrease at the discretion of NHDC and subsequent price per unit/quantity/number may change, accordingly.
- Reimbursement of charges for diesel / oil will be given as per actual consumption. However, contractor shall maintain a register and provide the date-wise units generated / oil consumed through DG set.

PART B

COST OF RFP DOCUMENT:

Interested bidders may purchase the RFP document on payment of a non-refundable fee of Rs.2000/- (Indian Rupees Two Thousand only) towards the cost of the RFP document through a demand draft in favour of 'National Handloom Development Corporation Ltd' drawn on any schedule bank and payable in Greater Noida. The demand draft must be submitted while submitting the bid.

SUBMISSION OF TENDER:

Invites physical bids through Eligibility criterion/Technical Bid) against "Tender for "Empanelment of agency (ies) for infrastructure works for conceptualising, designing, fabrication and branding of pavilion & stalls and providing publicity/printing including security services for exhibitions across country etc". The tender document may be downloaded from www.nhdc.org.in (for reference only) and physically submitted at NHDC Greater Noida Office.

Hard Copy of EMD and Bid Document fee to be submitted at Following Address:

National Handloom Development Corporation Ltd (NHDC)
4th Floor, Wegmans Business Park,
Knowledge Park – 3, Surajpur Kasna Road
Greater Noida - 201306, India

PRE-BID CONFERENCE:

The NHDC shall organise a Pre-Bid Conference on 17/12/2021 at 11.30 AM in the O/o NHDC, Greater Noida. Prospective bidders are free to raise their queries during the meeting and responses will be to all the prospective bidders by way of hosting amendments/ clarifications on the website i.e. at www.nhdc.org.in.

E-mail queries can also send to tender@nhdc.org.in.

ABSTRACT OF EVALUATION PROCESS OF TECHNICAL

The detail of evaluation process is as follows:

1. Bidders secure 70 Marks and above in technical evaluation will be declared as empaneled agency (ies).

2. No changes/clarification by tenderer shall be entertained or allow during the opening of bid. It should be also clear that NHDC has no authority to reject any tender at the tender opening stage, if bidder submitted all the requisite documents.

ELIGIBILITY CRITERION:

The following documents are to be self-attested and furnished by the Bidder along with EMD and Tender Fee:

S. No	Particulars	Requisite Document
1	The Bidder should have firm/agency/Public or Pvt. Ltd. Company registered in India.	Certificate of Incorporation / MSME or any relevant certificate
2	Agency must have office in India including Delhi/NCR.	Supporting Document
3	Relevant experience of organizing exhibition/expo during last 2 years (with Govt./PSU's/Private etc).	Supporting Document from concerned client explicit the award and completion.
4	Presently, Bidder should not be black-listed or barred or disqualified or penalised by any regulator or statutory body/Public /Private etc for similar kind of assignment.	Self-declaration of bidder.
5	Income Tax returns for past three years. (2017-18, 2018-19 & 2019-20)	Supporting Document viz: Income Tax returns of firm/ Agency.
6	Financial turnover of the company should not be less than 3.00 crores each during last two financial years (i.e. 2018-19 & 2019-20)	Balance Sheet of last two years
8	EPFO/ESIC registration certificate of firm/agency	Supporting Document
9	GST Registration Certificate	Supporting Document
10	Accreditation/Awards/appreciation letter received, if any.	Supporting Document from client
11	The agency must be in operation in India from past 2 years in the same line of business.	Supporting Document
12	Solvency certificate from Indian financial Institution of Rs. 10 lakhs only.	Solvency certificate from Nationalised Bank.
13	EMD and Tender fee as per the original tender document	Proof of payment

Note:

- Documentary evidence must be submitted for each criterion.
- Bidders requested to submit/upload the document as per the Serial Number of Eligibility Criterion.

TECHNICAL BID EVALUATION:

S.No.	Evaluation Criterion	Documents	Maximum Marks
1	Average Financial turnover of the company in last two financial years as on 2019.	Supporting Document	Up to 05 Crore – 10 Marks. 05 Crore to 10 Core – 15 Marks. More than 10 crore – 20 Marks
2	Relevant number of experience of organizing exhibition/expos during last 2 years (with Govt./PSU's/Private) not less than 10 lakh each. Duly certified copies to be enclosed. (Number of works of similar nature of particular organisation will be treated as single work).	Copy of Work Order & Work Completion Certificate	Up to 05 nos of Works – 10 Marks. More than 05 nos of Works – 20 Marks.
3	Relevant Experience in Past years: The agency must be in operation in India from past 2 years in the same line of business	Supporting Document	Up to 02 years – 10 Marks More than 02 years - 20 Marks
4	Presentation on proposed concept, design of layout and overall, branding, publicity, printing etc.	Presentation on proposed Design and Layout	40 Marks.

Note 1: Adequate supporting documentary Evidence in respect of each of the Eligibility Conditions/qualifying criteria mentioned above need to be provided invariably. Bidders whose documents found to meet above Eligibility criteria/Qualifying criteria only will be considered for evaluation of their Technical Proposal.

Note 2: Date and time for presentation will be intimated separately.

Note 3: The technical bid submitted will be evaluated by a Selection Committee.

Note 4: Documentary evidence must be submitted for each criterion and undertaking or declaration made by the Bidder must be on the company letter head and is to be signed by an authorized signatory.

TECHNICAL EVALUATION:

1. The technical bid will be analysed and evaluated, based on which Technical Score shall be assigned to each bid on the basis of parameters mentioned above.

2. The marks awarded by the Selection Committee would be based on the criterion of defined Technical bid. No plea of reconsideration of the same shall be considered/ entertained.

EVALUATION PROCESS

The empanelment process shall be based exclusively on eligibility criterion/ technical parameters and presentation only. No financial bids are required to be submitted at this stage.

All proposals received will be scrutinized to assess their eligibility based on the eligibility criteria. The proposals which do not meet the eligibility criteria will be summarily rejected, forthwith, or at any stage of detection. If deemed necessary, additional clarifications may seek on any aspect from the Agency (ies). However, that would not entitle the Agency (ies) to alter or cause any change in the material information of the proposal already submitted.

All qualified bidders in Eligibility Criterion will be further evaluated in Technical Bid/Criterion and Presentation. During the evaluation, Score/Marks will be allotted against the requisition/Parameters in Technical bid. Bidders (on the basis of highest score) secured 70 marks and above in Technical bid shall be considered as the best value bid and the same will be empaneled.

The evaluation process will be done by NHDC, on the basis of examination of documents, certificates, declarations, etc.

ALLOCATION OF WORK:

The NHDC will float limited tender among the empaneled agencies and invite Proposed design/branding of the Pavilion of NHDC, Stalls Layout, including printing/publicity and security services etc from the empaneled agencies for each specific assignments/exhibition etc (as per the Scope of work of Original tender).

In addition to above, NHDC will also ask to all empaneled bidders to submit their sealed financial bid/quotation against the proposed assignments/exhibition against the said limited tender.

The responsive empaneled bidder quoting the lowest evaluated rate against the work shall be given the award.

The selection of work will be through a duly constituted committee. The selected agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the agreement.

Works pertaining to publicity/Printing viz; print creative/display creative/marketing collaterals/TV commercials/short-films/any other work will be based as per DAVP rates prevalent at the time of allocation of work.

Mere empanelment with NHDC does not guarantee allocation of work.

AWARD OF CONTRACT

NHDC will award the contract to successful bidders (as an empaneled agencies) with immediate effect whose bid has been determined to be responsive based on evaluation process. It is provided further that the bidder is determined to be qualified to perform the project satisfactorily.

SELECTION OF BIDDER:

Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process or selection.

PERFORMANCE SECURITY DEPOSIT:

Within 3 working days of the receipt of the notification of award (LOA) from NHDC against the tender, the successful Bidder shall furnish a performance security for an amount of Rs. 3,00,000/-. 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/Demand Draft/Fixed Deposit Receipt in favour of National Handloom Development Corporation Limited, payable at Greater Noida, issued by a Nationalized bank in India. Performance Deposit will be forfeited, if any deviation is found against Terms and Conditions of Tender Document.

VARIATIONS:

NHDC reserves the right to increase or decrease the scope of work/contract agreement on any or all items or change the nature of work involved in any or all items of the contract in the line of said Scope of work. The contractor shall have no claim for loss of anticipated profits or for any other reason whatsoever on account of these variations.

PERIOD OF CONTRACT:

The contract will be initially for a period of one year which may be curtailed at any point of time or extended further (maximum 02 year) with mutual consent. During the period of contract, if the services of any agency are found unsatisfactory, then NHDC can solely terminate the contract with the notice period of 15 days.

PART C

BIDDER'S RESPONSIBILITIES AND RELATED CONDITIONS:

a. Attention of the Bidders is drawn to the relevant and extant instructions of Gol, GFR issued by Ministry of Finance, guidelines of Central Vigilance Commission (CVC) as applicable to the subject matter of advice / service to be rendered by the Bidder and are required to be complied with.

b. The Bidder shall, subject to the provisions of the Assignment and with due care, execute the work and take all responsibility, including the supervision thereof and all other things, whether of a temporary or permanent nature, required in and for such execution.

c. The Bidder shall carry out and complete the work in accordance with prevailing good industry practices and using workmanship of the quality and standards there in specified, provided that where and to the extent some approval of the quality of the standards of workmanship is a matter of opinion, such quality and standards shall be to the satisfaction of NHDC.

d. The Bidder should provide professional, objective, un-biased and impartial inputs, recommendation and advices at all times and hold NHDC interest paramount and should observe the highest standard of ethics, values, code of conduct and honesty while executing the assignment.

e. The Bidder carries with him/her/it a certain degree of accountability for any advice or /and any services rendered to the NHDC, keeping in view norms of ethical business, professionalism and the fact that such advice or service is rendered for a consideration. NHDC may enforce such accountability in case of improper discharge of contractual obligations / deviant conduct by / of any of the parties to the contract. In this, share of NHDC's responsibility, for accepting advice / and services provided by the Bidder, will also be taken into consideration.

f. The Bidder must act, at all times, in the interest of NHDC and render any advice / service with professional integrity. The Bidder shall always keep in view transparency, competitiveness, economy and efficiency in regard with matters related to the subject of the contract or assignment.

g. Bidder is expected to undertake an assignment/project, only in the areas of his/its expertise and where it has capability to deliver efficient and effective advice /services to the client.

h. The Bidder will have to cooperate fully with any legitimately provided / constituted investigative body conducting enquiry into processing or execution of the consultancy contract / any other matter related with discharge of contractual obligations by the Bidder.

TERMINATION:

NHDC may, without prejudice to any other remedy for breach of contract, by written notice of default to agency, terminate the Contract in whole or part:

- If the Agency fails to deliver any or all of the services within the period(s) specified in the Contract/ Work Order, or within any extension thereof granted by NHDC; OR
- If the Agency fails to perform any other obligation(s) under the Tender/Contract.
- If the Agency, in the judgment of NHDC has engaged in fraud and corruption.

In the event of NHDC terminates the Contract in whole or in part, NHDC may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Agency shall be liable to the NHDC for any excess costs for such similar services. However, the agency shall continue the performance of the Contract to the extent not terminated

CONTRACT / NON-DISCLOSURE AGREEMENT NDA:

The selected Bidder will be required to execute the following:

a. Contract / Agreement which will include all the services and terms and conditions of the services to be extended as detailed here in and as may be prescribed or recommended by NHDC; and

b. Non-disclosure Agreement (NDA)

Evert Bidder has to sign non-disclosure agreement, If any Bidder differs / does not agree on any conditions / terms of the contract, NHDC has the right to appoint the next ranked Bidder without any obligation or without assigning any reasons to anyone and shall not be held liable for any losses or damages caused by such action.

Unless and until a formal Agreement is prepared and executed, this Tender (RFP) together with the written acceptance of the Bidder thereof shall constitute binding Terms and Conditions between the parties.

COMPLIANCE WITH ALL APPLICABLE LAWS:

The Bidders shall undertake to observe, adhere to, abide by, comply with and notify NHDC about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect NHDC and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

SINGLE POINT OF CONTACT AND AUTHORISED SIGNATORY:

All empaneled Bidders should have to provide details of single point of contact viz. Name, designation, address, e-mail address, telephone/ mobile no. etc and authorised someone as signatories as well for ongoing discussion etc.

RIGHTS IN INTELLECTUAL PROPERTY AND MATERIAL:

All the rights relating to the Trade Marks and Copy Rights in respect of development done by the Bidders exclusively on behalf of NHDC and paid for by NHDC shall vest with NHDC.

In order to perform the services, the Bidder must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names or other protected rights and shall keep NHDC harmless and indemnify NHDC from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/ or on account of infringements of said patents, models, trademarks names or other protected rights.

All documents, report, information, data etc. collected and prepared by the Bidder in connection with the scope of work submitted to NHDC will be property of NHDC, it shall have every right to use data that may be in the possession of the consultant or its representative in the course of performing services under the agreement that may be entered into. The Bidder shall not be entitled either directly or indirectly to make use

of the documents, reports given by NHDC for carrying out of any services with any third parties. The Bidder shall not without the prior written consent of NHDC be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

The pre-existing intellectual property of the Bidder used in deliverables shall remain vested with the Bidder.

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.

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.

CORRUPT AND FRAUDULENT PRACTICES:

As per Central Vigilance Commission (CVC) directives, it is required that Consultants/Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- a. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution; and
- b. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of NHDC and includes collusive practice among consultants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive NHDC of the benefits of free and open competition.

NHDC reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. NHDC reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per the its discretion, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

PART D

TERM OF RFP RESPONSE:

1. USE OF BID AND INFORMATION:

- a. This document has been prepared solely for Empanelment of agency for infrastructure works, publicity/Printing including security services for Exhibitions across country". The RFP document is not a recommendation, offer or invitation to enter into contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between NHDC and any successful Bidder.
- b. While this document has been prepared in good faith, neither the NHDC nor any of its employees make any representation or warranty or shall have any responsibility whatsoever in respect of this document. Any liability is accordingly and expressly disclaimed.
- c. This document is meant to provide information only and upon the express understanding that the Bidders will use it only for the purpose set out herein.

2. NUMBER OF PROPOSALS:

No applicants or its associate shall submit more than one application. An Applicant individually or as an Associate shall not be entitled to submit another application either individually or as member of Associate.

3. COST OF BIDDING:

The Bidders shall bear all costs associated with the preparation and submission of the tender including but not limited to additional information required by the NHDC, attendance of meeting, etc. and NHDC will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tendering process. The bidders will quote their bid in Indian National currency i.e. INR.

4. IMPLEMENTATION SERVICES:

The Bidders must apply its own care and conduct, while conducting the tender work.

5. NHDC RIGHT TO REJECT ANY OR ALL BIDS:

NHDC reserves the right to reject any or all the bids without assigning any reasons thereof without thereby incurring any liability to the Bidders or any obligation to inform the affected Bidders on the grounds for the NHDC action or without assigning any reasons, whatsoever. The decision of NHDC shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.

6. CLARIFICATION/MODIFICATION:

- a. NHDC may be notified of any omission / discrepancy in the RFP before the closure of bid. If required, the NHDC may thereafter modify the RFP. The modified RFP would be hosted on the NHDC and CPPP e-procurement site. Any subsequent modification in the dates/timelines will be at the discretion of the NHDC.
- b. NHDC also reserves the sole right for carrying out any amendments/ modification/changes including any addendum to this RFP. Such amendments / modifications / changes including any addendum to this RFP shall be notified on the NHDC website www.nhdc.org.in and these will be binding on the Bidders.
- c. NHDC reserves the sole right to cancel the RFP at any stage without assigning any reason.

- d. Before tendering, the Bidders are requested to carefully examine the Tender / Bid Documents, Terms & Conditions of Assignment, Specifications and if there is or appears to be any ambiguity therein, they should immediately refer the matter to NHDC, for clarification.

7. DELAYS OF BID:

Any Tenders / Bids received by NHDC after the deadline for submission of tenders prescribed by NHDC will be summarily rejected and returned unopened to the Bidders. NHDC shall not be responsible for any delay or non-receipt/ non-delivery of the documents.

8. SUBMISSION OF BID:

All submissions, including any accompanying documents, will become the property of the NHDC. The Bidder shall be deemed to have licensed, and granted all rights to the NHDC to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Bidder in the submission or accompanying documents.

9. LANGUAGE OF BID

All correspondence and other documents to be exchanged by the parties shall be written in the English language. The version written in English language shall govern its interpretation.

10. RFP VALIDITY PERIOD:

RFP responses will remain valid and open for evaluation according to their terms for a period of at least 180 days from the bid opening date. NHDC shall also have the right at its sole and absolute discretion to continue the assignment/contract with the successful Bidder for future requirements on the rates finalized in this processing for various items/activities as described in the financial bid, or at the price negotiated thereafter, after expiry of current assignment period. In exceptional circumstances, NHDC may solicit the Bidder's consent to an extension period of validity.

11. APPLICATION MONEY:

The Bidder shall submit Tender fee and EMD of Rs. 2,000/- and 1,000,00/- respectively by way of Demand Draft issued in favour of National Handloom Development Corporation Limited, payable at Greater Noida. Tender fee is non-refundable and EMD will return to all unsuccessful bidders without any interest liability. NHDC, at its discretion, reject any Bidder where application money has not been furnished with the bid documents.

- 12.** In case of any dispute or differences, breach & violation relating to the terms of the contract, the said matter or dispute, differences shall be referred to CA, NHDC for arbitration, who himself or any other person appointed by him will work as sole arbitrator and the award of the arbitrator shall be final and binding on both the parties.

- 13.** The Corporation reserve the right to reject any or all tenders and award the remaining work to any other contractor without assigning any reason. Conditional tenders in any form, whatsoever shall be liable to be rejected outrightly.
- 14.** The Corporation shall be entitle to cancel the contract, if it is found that there has been any breach of condition of the contract and/or the work is found to be unsatisfactory. The Contractor in such cases will not be entitled for making any claim/compensation. The Corporation is entitled to forfeit the Security money and the contractor may not be considered for award of any similar contract in future.
- 15.** The Corporation has a right to cancel one or more or all events at any moment without assigning any reason what so ever or change the date of the events/contractor for any event. No compensation at all against such losses if any, will be given to the Contractor for the events concerned.

PART E

Form – 1

DECLARATION REGARDING SUBMISSION OF BIDS WITH ACCEPTANCE OF TERMS & CONDITIONS:

To,

National Handloom Development Corporation Ltd,
Wegmans Business Park,
Tower 1, Sector Knowledge Park – 3,
Surajpur Kasna Road, Greater Noida – 201306

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. RFP/EXHIBITIONS/2021-22/001] regarding the empanelment of agency for infrastructure works, publicity/Printing including security services for Exhibitions across country”.

I declare that all the provisions of this RFP Document are acceptable to my Firm/Agency. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours very truly,

Signature

Name: _____

Designation: _____

Company: _____

Address: _____

Note: - Copy of authorization by competent authority in the bidders company pertaining to not only this form but entire bid should be enclosed.

Form - 3

INTEGRITY PACT:

(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)