



**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**

**LIMITED TENDER ENQUIRY**

**FOR**

**PROVIDING INFRASTRUCTURE WORK, INCLUDING SECURITY**  
**SERVICES, MAINTENANCE FOR VIRASAT SARI FESTIVAL AT**  
**HANDLOOM HAAT, JANPATH, NEW DELHI IN F.Y. 2023-24**

## NOTICE INVITING TENDER

NHDC invites Limited Tender to apply for providing Infrastructure works, Security Services and Maintenance for “Viraasat Sari Festival” at Handloom Haat, Janpath, New Delhi and intends to select the agency/firm through competitive bidding process in accordance with the procedure set out herein.

Only the Parties capable of providing infrastructure material of Octanorm System and having good experience of executing similar type of work for Govt. Organisation, Trade Fair etc are eligible to apply.

Tender documents may be downloaded from official website <https://www.nhdc.org.in/Tenders.aspx>.

**[Submit your proposals on e procure.gov.in latest by 11<sup>th</sup> December 2023, 03.00 PM](#)**

### GENERAL CONDITIONS:

Bidders are required to submit the following document in of bidding company

- a. PAN Card
- b. GST registration
- c. 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 - An undertaking certifying non-blacklisting should be submitted.
- d. Bidders must submit the above as mandatory document along with bid.

### CRITICAL DATE SHEET :

S. No.	Particulars Details	Date
1	Date of Issue of Tender Document	06/12/2023
2	Starting Date and Time for Submission of Bid/Tender	06/12/2023
3	Last Date and time for submission of Tender	11/12/2023 at 3:00 PM
4	Date of Opening of Tender	12/12/2023 at 03:00 PM

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

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

Date:

To,

M/s -----  
-----

**OBJECTIVE:**

Conceptualising, designing, fabrication and branding of pavilion & stalls and providing security services for Viraasat Sari Festival to be conducted at Handloom Haat, Janpath, New Delhi.

**PLACE AND PERIOD OF EXHIBITION:**

Sl. No.	Type of Event	Places	From	To	Remark
1	Viraasat Sari Festival	Handloom Haat, Janpath	15-12-2023	28-12-2023	Agency should prepare the Venue as per scope of work on or before 14/12/2023 at 2.00 pm.

**SELECTION OF BIDDER:**

Eligible Bidder agency is required to submit the separate quotations of the components (Infrastructure, Theme, Maintenance etc).

However, Bidder, who quotes the lowest rate for Infrastructure, theme and maintenance shall be treated as L1 rates same shall be declared as an agency for providing the tender services. NHDC Ltd. reserves the right to accept or reject any bid (at any stage) submitted by the bidder without assigning any reason.

**USE OF BID AND INFORMATION:**

- a. This document has been prepared solely for getting financial quote from agency empaneled with NHDC for Infrastructure works, Security Services and Maintenance for Viraasat Sari Festival at Handloom Haat, Janpath". This document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation 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.

## **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.

## **CLARIFICATION/MODIFICATION:**

- a. NHDC may be notified of any omission / discrepancy in the tender before the closure of bid. If required, the NHDC may thereafter modify the document. The modified document would be hosted on the NHDC. 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 tender. Such amendments / modifications / changes including any addendum to this tender shall be notified on the NHDC website [www.nhdc.org.in](http://www.nhdc.org.in) and these will be binding on the Bidders.
- c. NHDC reserves the sole right to cancel the tender 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.

## **DELAYS OF BID:**

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

## **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 process, notwithstanding any copyright or other intellectual property right of the Bidder in the submission or accompanying documents.

## **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.

## **BID VALIDITY PERIOD:**

Bid will remain valid and open for evaluation according to their terms for a period of at least 270 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.

#### **GENERALS:**

- a. 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.
- b. 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.
- c. The Corporation shall be entitled 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.
- d. The Corporation has a right to cancel one or more or all events at any moment without assigning any reason whatsoever 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.
- e. The rates of all items of work shall include cost of all labour, transportation, octroi and all type of taxes including GST etc.
- f. 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 earnest money and the contractor may not be considered for award of any similar contract in future.

#### **SCOPE OF WORK:**

1. The selected bidder would use ethnic elements and items for ambience creation. The agency/Firm would be required to give Ethnic look to the ambience inside the exhibition area matching the theme of 'Exhibition. Only new/fresh items to be used.
2. The selected bidder would be responsible for designing and creation of theme-based stalls during the exhibition.
3. The lay out plan and design including welcome gate and material to be used will have to be approved by NHDC beforehand.
4. It shall be the responsibility of the selected bidder to arrange for manpower, material and necessary expertise for executing the work including the security personnel. The pavilion & stalls will make ready by agency/firm one day before the commencement of exhibitions.
5. The selected bidder would be responsible to hand over the site thoroughly neat and clean to the land-owning agency by the last evening of the event.
6. The selected bidder has to ensure that the 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.
7. The selected bidder would be required to coordinate with the Managers/Incharge of the land/place owning agency and must take their permission while setting up stalls etc. So that there should be no interruption in smooth running of the show.

8. The selected bidder 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, Labour Department, Licensing Branch, Local Police, Local Traffic Police, Health Department, MC like horticulture, Enforcement, electricity, civil etc. would be the responsibility of selected bidder.
9. It would be the responsibility of the selected bidder 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, etc.
10. Provision for cooking area behind every food stall has to be created with water facility/ dustbin etc.
11. The selected bidder has to ensure that the whole complex is properly lit and all stalls have sufficient electricity and power points.
12. All the electrical cables and wires should be properly insulated. There should not be any loose wires. Gen set installation for the event would be the responsibility of the selected bidder with the required permission from local authority, if any.
13. 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.
14. Removal of garbage from the site and its disposal to the nearest MC/Authority dustbin is the responsibility of selected bidder.
15. Publicity panel/standees, hoardings, continuous flex panels on the outside of tin barricade with white cloth masking on the inside of tine 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.
16. 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) 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.
17. It shall be the responsibility of the selected bidder to set up temporary workstation/office for executing the work of Exhibition with proposed theme.
18. The selected agency would be required to coordinate with the Municipal Corporation, Railway Station, Metro Station, Local Bus Authority etc. to take the permission for placement of Standees.
19. The selected agency will submit the all the exhibition related document / Invoice of Hall/Infrastructure, Theme Pavilion, Security, Maintenance along with photograph and other local expense etc. in soft copy and hard copy at the time of submission of claim.
20. The selected agency will assist the NHDC office in the organized exhibition for collecting the Participants TA/DA Claim form in hard copy and soft copy in Excel Format.
21. The selected agency will get verified of all the items put up in the exhibition by the local NHDC employee in the organized exhibition.
22. The selected agency will submit layout plan of the event within 1 week after the finalization of the financial Bid.
23. **Bill of Quantity:** Proposed quantity of the items required for infrastructure works, Security Services and Maintenance for Viraasat Sari Festival at Handloom Haat, Janpath.

S.NO	Description of Work	Unit	Required Quantity (Approx.)
<b>INFRASTRUCTURE WORK:</b>			

	<b>Stall details for one unit:</b>		
1	Construction of the stalls on Good Quality Octanorm system on all the side for participating agencies –size 2.5 mtr x 2 mtr, height 8" ft. Shelves are to be made of laminated board of not less than ¾" thickness. Each stall is to be separated by laminated panels of hard – board. For each stall 2 tables of size 1 mtr x 0.5 mtr x 1 mtr on Octanorm system, 02 Mooda Chair, one dust bin of 12" inch size (height) Three LED light of 40 wt.in two different colour, 06 hangers, 03 packet safety pin, 02 Packet Binder Clip in each stall, Facia of each stall is to be made separately, designed with 4 mm, sun board dully pasted with computer cut vinyl film with the name of participating agency/society in 4" ht. Authority would also like to see the sample model of stall, before placing the order.	One complete unit	90
2	Brand New German Pagoda of Good Quality Size 5 Mtr X 5 Mtr. With Aluminium Structure covering with Jute work and Covered with Proper Water Proof Material	unit	25
3	Wooden Platform of Good Quality Plyboard	Per Sq. Ft.	6500 sqft. (Approx)
4	Construction of one office 4m x 4m = 16 sq. Mtr on Octanorm system & door with locking system with exclusive 4 chairs, one official table, one office steel almirah, 3 LED 40wtt.	One complete unit	1
5	Construction of one VVIP Lounge on Octanorm system & door with locking system with furniture, 5 - centre table, two-seater Fancy sofa -5, exclusive 4 chairs, one official table, 6 LED 40 watts.	One complete unit	1
6	Construction of Loom stall on Octanorm system on all the side for participating agencies –size 5 mtr x 2 mtr, height 8" ft	One complete unit	5
	<b>Mooda:</b>		
7	a) Mooda of exclusive good quality (without hand rest)	unit	100
	b) Mooda of 02-seater exclusive good quality (with hand rest)	unit	5
	c) Exclusive good quality Mooda table is required in rectangle size 1 Mtr. x 0.5 Mtr.	unit	5
8	a) Construction of food stall size 5 Mtr X 5 Mtr with provision of 10 Tent tables, 08 LED Light 40 watt. 02 power socket 02 chair	One Complete Unit	2
	b) Placing of 02 Tent Tables covering with Neat & Clean Cloths along with 10 Mooda for the sitting arrangement in food stall	Nos	1
9	(A) Carpet Flooring (Unitex) New Carpet & pasting with glu	Per Sq. Ft.	15000 Sq. Ft
	(B) Carpet Flooring (Unitex) Neat & Clean Carpet & pasting with glu	Per Sq. Ft.	10000 Sq. Ft
10	(A) Ply Panelling (Octanorm) 1 Mtr. X 2.4 M	Per Pannel	100 Nos.
	(B) Ply Panelling (Octanorm) ½ Mtr. X 2.4 M	Per Pannel	50 Nos.
11	Looking Mirror (1.5" X 5' feet) With Stand & Support	Nos	20 Nos.
12	150 Watt LED Flood Light	Nos	100 Nos
13	New Female Mannequins	Nos	25 Nos
14	Main Gate (As Per Iron Frame / Wooden frame System with Multicolour Stretch Signage (Flex)	Nos	3

	Stretch Signage with Names of Participating Agencies / Other Matter provided by NHDC: -		
15	3' X 6' Nos with Self Stand Framing (at Prominent Places of the city i.e., Metro Stations, Bus Stand, Railway Station etc) including placement and vehicle charges	Per Sq. Ft.	40
	8' X 35' Nos. With Framing	Per Sq. Ft.	4
	6' X 3' Nos. Without Framing	Per Sq. Ft.	20
	25' X 16' Nos with Framing	Per Sq. Ft.	2
	16' X 8' Nos With Framing	Per Sq. Ft.	2
	8' X 8' Nos. With Framing Stands	Per Sq. Ft.	10
	Vinyl with sunboard 3.5' X 4"	Per Sq. Ft.	3
	Vinyl with sunboard 4' X 3'	Per Sq. Ft.	6
	Vinyl with sunboard 2' X 1.5'	Per Sq. Ft.	3
	Vinyl 3' X 5"	Per Sq. Ft.	6
	Vinyl 2'X1'	Per Sq. Ft.	30
	16	Inaugural panel (1 mtr. X 2.4 mtr. On Octanorm system) matter will be given for flex printing (size may be changed according to the requirement)	Nos
17	Table on (Octanorm system)	Nos	30 Nos
18	Inauguration lamp (brass – 5' ft. height approx.) along with refined oil, Camphor, Cotton, Match box etc on inaugural day.	Nos	01 Nos
19	Electrical bulbs Jhalar with small coloured bulbs having length of 100 feet each	Nos	25 Nos
20	<b>Flower Decoration</b>		
	(a) Flower Decoration with Gate Structure of Main Gate and Two other Side Gate (With Multi Colour Fresh Flowers)	Three	03 Nos
	(b) Bouquet (08 Nos. Fresh Rose Flowers)	Ten	10 Nos
21	Octanorm frame for draping of sarees Size 8"x4" ft.	Nos	30 Nos
22	Queue Manager	Nos	50 Nos
23	Decoration of Corridor and Outside area with Multi Color Fabrics, 200 Nos. Dangers, Multi Colour Cloth Flag etc.	As required	As required
24	LED Screen size 6 x 8" ft. with riser	Nos	01 Nos
25	LED 9 Watts Indoor Ceiling Spot Light/Focus Light/Track Light (Warm White)	Nos	80 Nos
26	Hangers, Thumb Pin, Safety Pin etc.	As required	As required
27	a) Photography for complete 14 days (02 Photographer for Inauguration Day and rest day is 01 photographer required till completion of the Event with 150 Nos Hard Copy)	Nos	1
	b) Videographer for Inauguration Day and 05 Any Day	Nos	1
28	i) LED TV with stand 55" inch	Nos	02 Nos
29	Writeup Stand	Nos	50 Nos
30	Podium		
	a) 1" ft. height	Nos	04 Nos
	b) 2" ft. height	Nos	04 Nos
	c) 3" ft. height	Nos	04 Nos

31	Hanging of Bamboo 5" ft. length for Saree Draping Display (Incl. wire, clip, etc.)	Nos	200 Nos	
32	T Stand Bamboo	Nos	20 Nos	
33	01 Designer with team is required for Execution, Process, Design, Managing & Planning the Exhibition etc.	Nos	01 Nos	
<b>MAINTENANCE WORKS:</b>				
34	a) Ground/Site Maintenance, 07 person Housekeeping at site and surrounding preservation till Completion of Event with 10 Nos Plastic Dustbin (Big Size) 36"		16 Days	
	b) Fire Equipment Service with 25 Nos Fire Extinguisher (Medium Size) for textiles good with Trained Fire Man (10:00 AM to 09:00 PM Daily) including Fire Permission Charges.		16 Days	
	c) 32 Nos (8+8+8+8 setup) CCTV cameras with DVR recording and 01 attendant		16 Days	
	d) Provide Trained Security Guards. During the exhibition, there shall be in need of trained Security Guards for 15 days round the day (for 8Hrs per Security guard per day)		Maximum 21 nos Security per day	
	e) Public Announcement System (with high quality music system) with 08 Speaker Boxes to be placed at various places inside and outside the Venue.	Nos	3	
	f) Standby Generator (without diesel / oil) with cable / wire required up to main junction box along with attendant / electrician (as per requirement): 1) 62.5 KVA	Nos	1	
	g) Two peon / attendant for 15 days (Two peon / attendant will be available for 15 days at event place / camp office)	Two	02 Nos	
	h) Two Electrician for 15 Days (will be available for 15 days at event place / camp office)	Two	02 Nos	
	<b>Stage for Cultural Program</b>			
	i) Stage for Cultural Program (Classic Cultural show stage size 10" x 20" ft., 01" feet elevation on hardcore platform, Multi Coloured light for Stage, Theme Backdrop of the stage)		14 Days	
j) High Quality Complete Sound System with 03 Wireless mic & 03 Collar Mic	Nos	1		

**NOTE: -**

- The max. Budget for Exhibitions is approx. Rs. 24.00 Lakh (Including GST), The details of Head Wise Budget are given below: -

1. Viraasat Sari Festival.

a) Infrastructure	– Rs. 20.00 Lakh
b) Backup Services	- Rs. 4.00 Lakh
<b>Total</b>	<b>- Rs. 24.00 Lakh</b>

- Provide Floor plan with bid document.**
- Any other item as per the requisition for exhibition/theme development.

- Insurance covering of whole the event is borne by the agency and the actual premium will be paid (after the exhibition is over) by the NHDC as per actual claim document.
- Bidders are required to quote unit rate separately for all the mentioned items in the tender. Combined single rate for all the item will not be considered.
- No advance amount will be paid to agency for the Infra/Theme and Backup & Maintenance work.
- 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.
- As per COVID- 19 preventive measure, agency required to provide the sanitised site with provision of digital thermometer to their security guards for measuring temperature of all visitors to the site/venue. Charges for such facility will be incorporated with security works.
- All stall setup and other things etc pertaining to exhibitions will first approve need approval from NHDC.
- Agency

## **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 advice 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)**

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 empanelled 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 Specially 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 re-enactment (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.