

**BidNo.1351(08)/NIFT/Pur-HO/Digital display of the Visual Merchandising
of TFC/2018**

BID DOCUMENT

FOR
DIGITAL DISPLAY THROUGH FILMS AND PHOTOGRAPHS OF
WEAVERS AND ARTISANS OF UTTAR PRADESH
AS PART OF VISUAL MERCHANDISING PROJECT OF SHOPS
ATTRADE FACILITATION CENTRE (TFC), VARANASI



NATIONAL INSTITUTE OF FASHION TECHNOLOGY

(A statutory body governed by the NIFT Act 2006 and
set up by the Ministry of Textiles, Govt. of India)

NIFT CAMPUS, NEAR GULMOHAR PARK, HAUZ KHAS,
NEW DELHI – 110016

PHONE: (011)26542071/2176, EMAIL ID- purchase.ho@nift.ac.in

Notice Inviting Tender

Sealed Limited tenders on QCBS system are invited by the NIFT – Head Office, Hauz Khas, New Delhi from bonafide, experienced and *reputed Agency/ Company / Films and Photography Firm (Pvt. Ltd. Company/ Public Ltd. Company/ Partnership Firm/ LLP/ Individual/Proprietorship firms)* for execution of Films and photography of weavers and artisans of Varanasi and other parts of Uttar Pradesh under TFC project at Varanasi.

Table – I: NIT & Eligibility Criteria Document Details.

Sl. No.	Description	Details
1.	NIT NO.	Bid No.1351(08)/NIFT/Pur-HO/Visual Merchandising of TFC/2018 dated 28.11.18
2.	EMD/BID Security	The bidder shall furnish the EMD/Bid security of Rs. 30,000/- in one of the following ways: - In form of Demand Draft of any Indian Nationalized/ Scheduled Bank in favour of NIFT, Head Office, Hauz Khas, New Delhi payable at Delhi.
3.	Availability of Tender Document	i. A complete set of Bidding Document in English may be downloaded at free of cost from NIFT, Delhi website ii. (URL: https://www.nift.ac.in). Corrigendum/addendum, if any, will be published only in the website and separate communication will not be sent for the same. iii. Bids should be submitted Manual / physical and addressed to the Purchase Officer, NIFT Head Office in sealed envelope (Technical & Financial separately. Both the envelope technical & price bid may be submitted in separate envelope.
4.	Date of Publication of Bid notification on official NIFT website	28.11.2018
5.	Download of Bid Document Commence from	28.11.18
6.	Last Date of download of Bid Document	01.12.2018 at 1100 Hours (IST)
7.	Last Date for submission of duly filled in Bids	01.12.2018 at 1200 Hours (IST)

8.	Date and Time of the opening Technical Bids	01.12.2018 at 12.30 Hours (IST)								
9.	Place of Opening of the Bid	Board Room, NIFT – Head Office, Hauz Khas, New Delhi – 110016								
10.	Presentation of the proposal by Agency	01.12.2018 at 1400 Hours (IST)								
11.	Date and Time of the opening Price Bids	01.12.2018 at 1600 Hours (IST)								
12.	Eligibility Criteria <ul style="list-style-type: none"> • Minimum annual gross turnover of Rs 10 lakh • Minimum 5 short films successfully conducted for govt/ non-govt/ corporate client. 	<p><i>The bidder must have the following documents-</i></p> <table border="1"> <tr> <td>ELIGIBILITY CRITERIA</td> </tr> <tr> <td>A. Taxpayer Information</td> </tr> <tr> <td>B. Turnover Certification & Income Tax Return</td> </tr> <tr> <td>C. Experience Certificate</td> </tr> <tr> <td>D. No-conviction Certificate</td> </tr> <tr> <td>E. Earnest Money Deposit</td> </tr> <tr> <td>F. Undertaking</td> </tr> <tr> <td>G. Technical Bid Compliance Statement</td> </tr> </table>	ELIGIBILITY CRITERIA	A. Taxpayer Information	B. Turnover Certification & Income Tax Return	C. Experience Certificate	D. No-conviction Certificate	E. Earnest Money Deposit	F. Undertaking	G. Technical Bid Compliance Statement
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G. Technical Bid Compliance Statement										
13.	Rejection of Tender	Incomplete, ambiguous and Conditional rate, unsealed, late receipt tender will be rejected.								

NOTE:

- i) The tendering authority i.e. **NIFT – Head Office, HauzKhas, New Delhi – 110016** reserves the right to accept / reject any or all tender without assigning any reason thereof or is not bound to accept the lowest tender.

The tender document can be downloaded from the NIFT Website i.e. www.nift.ac.in and the same may be submitted to Purchase Officer, NIFT-Head Office, New Delhi in sealed envelope superscribed “TENDER FOR DIGITAL DISPLAY THROUGH FILMS AND PHOTOGRAPHS OF WEAVERS AND ARTISANS OF UTTAR PRADESH AS PART OF VISUAL MERCHANDISING PROJECT OF SHOPS ATTRADE FACILITATION CENTRE (TFC), VARANASI”.

For any clarification regarding scope of work you may contact Ms. Usha Narasimhan, Ph. No. 9818233979 or Ms. Pritika Bawa, Ph. No. 9871830030.

- ii) Incomplete, ambiguous and conditional tender bids liable to be rejected.
- iii) In case of any correction / addition / alteration / commission in the tender document, the tender bid shall be rejected summarily.

- iv) All statutory taxes as applicable shall be deducted at source before payment.
- v) **Tender Information**
 - a) Type of Tender: **QCBS** type tender.
 - b) Bid Validity Period / Validity of bid offer for acceptance by NIFT: 90 days from the tender opening date.
 - c) The bidder should refer Section-VI of this document for details of documents to be submitted.

Note: This bid document contains 32 pages (Total no. of pages including Annexure).

This bid document is divided into VI Parts and 6 Annexure

PART I - **Background** – gives details about NIFT, the project and duration of the project.

PART II - **Purpose of the Bid** – gives detail of purpose of recruitment, scope of work and role & responsibilities of Agency.

PART III - **Guidelines for Submitting of the Bid** – give details on how to submit the Bid.

PART IV - **Payment Terms** – gives payment schedule and conditions applicable.

PART V - **General Terms and Conditions** – gives terms of the tender, which form part of the contract.

PART VI - **Eligibility Criteria for Bid Evaluation** – gives details of bid eligibility criteria and evaluation process

ANNEXURE I – Pre Bid Eligibility Criteria

ANNEXURE II – Format of No-Conviction Certificate

ANNEXURE III – Details of Earnest Money Deposit

ANNEXURE IV – Technical Bid

ANNEXURE V – Price Bid

ANNEXURE VI – Tender Acceptance Letter

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1. PART I- BACKGROUND

About National Institute of Fashion Technology (NIFT)

NIFT was set up by the Ministry of Textiles, Government of India in 1986 which has been accorded statutory status under the Act of Parliament in 2006 (NIFT Act 2006) for the promotion and development of education and research in the field of Fashion Technology. NIFT provides fashion business education across the country through its network of 16 campuses. It provides four years under graduate (UG) program in design and technology; two years post graduate (PG) program in design, fashion management & fashion technology and short duration education program to address the specialized needs of professional and students in the field of fashion. NIFT has its Head Office at New Delhi with its campuses located at Bengaluru, Bhopal, Bhubaneswar, Chennai, Delhi, Gandhinagar, Hyderabad, Jodhpur, Kangra, Kannur, Kolkata, Mumbai, Patna, Raebareli, Shillong and Srinagar.

Engagement for Films and Photography, at Trade Facilitation Centre (TCF) at Varanasi

NIFT, New Delhi under the aegis of Ministry of Textiles, Govt. of India, is undertaking Visual Merchandising of the marts and shops at Trade Facilitation Centre, Varanasi, which will be provided to craftsmen and awardees during the Pravasi Bharatiya Diwas event being held from 21st – 23rd January 2019.

As part of the Visual Merchandising (VM), NIFT would have to create films on crafts and artisans and weavers as part of the digital display, along with photography of the crafts and artisans to be displayed in each stall, all of which would be done by NIFT by presenting a unique identity for each craft. A visual identity of each craft and artisan would be created through the digital display of the film on the craft and artisan.

The Pravasi Bharatiya Divas (PBD) is a bi-annual event that celebrates the contributions of India's overseas community and provides a platform for the Indian diaspora's engagement with the Indian Government and the country, as they reconnect with their roots. The 15th PBD is to be held in Varanasi, in Uttar Pradesh from 21st – 23rd January 2019. As part of the celebrations, the Government of India (GOI) has decided to organize events at the Trade Facilitation Centre and Crafts Museum (TFC & CM), Varanasi.

The Trade Facilitation Centre and Crafts Museum (TFC & CM) at Varanasi under the Ministry of Textiles, is an integrated and modern facility created to support the Handicrafts and Handloom sectors of India. Its objective is to provide these sectors with a platform for enhancing trade and facilitating buyers, domestic and international, and promote the handlooms and handicrafts of the Varanasi region. Its primary objective is to be a one-stop shop for export as well as domestic enterprises, provide market support through market linkages with domestic and international

markets to weavers and artisans, promote the rich craft traditions of Varanasi and showcase the products of the craft sector of this region and link craft with tourism. As part of the PBD events it has been proposed by the Ministry of Textiles to showcase India's rich handloom and handicraft heritage at the TFC.

1.1. Specific Objectives & Scope

The main objective of this tender is to create films and provide photographs & video coverage of Crafts & Artisans whose products would be displayed in the shops/marts of the TFC during the PBC. The allocation for the same is done by the Development Commissioner, Handicrafts.

The objectives of the project are:

1. Make 2 films of 2 minutes duration each for each craft and artisan for the digital display for a total of 40 artisan awardees and allottees of shop/mart floor space.
2. Provide 25 photographs for each artisan and crafts for a total of 40 artisan awardees and allottees of shop/mart floor space.

1.2. What the Project Entails

NIFT is working on a project for VM of shops of Weavers and Artisans of Varanasi and other parts of Uttar Pradesh, whose products would be on display at the TFC during the PBC. For the same the project requires creation of digital material in the form of films and still photos capturing

- a. the work and lifestyle of the concerned artisans/weavers,
- b. the products that would be displayed
- c. process of the craft and product development in the working environment of the artisan/weaver/craftsperson concerned

There should be two film per artisan/weaver/craftsperson covered.

1.3. Time Period of the Tender

Duration of the Project would start from signing of the contract with NIFT upto 31st December 2018. Films and photographs would have to be submitted in 3 phases, the timelines of which have been indicated separately.

2. PART II - PURPOSE OF THE BID

The purpose of this bid is to appoint an Agency/ Contractor for creation of Digital display material in the forms of films and photographs for the allotted shops/marts for crafts based products at the TFC at Varanasi.

2.1. Recruitment of Agency

NIFT will have the overall responsibility for creation of Digital display material in the forms of films and photographs for the TFC. However, considering the magnitude of work, reputed agency will be hired for execution of the work. The selection of this agency will be done by inviting technical and price bids from all the interested agencies. Strength of personnel available and previous experience in carrying out such activity will be important criteria for the selection. Eligibility conditions may be seen in clause 6.3. A technical committee constituted for this purpose will evaluate the technical and price bid and recommend the selection of agency for final acceptance by the Competent Authority.

2.2. Scope of Work of Agency

The proposal should be prepared on the basis of the following scope of work.

Content generation

1. Create digital material in the form of films (2 films each per craft/artisan of 2 minutes duration) for 40 artisan awardees and allottees of shops and marts in the TFC.
2. Photography on crafts and artisans (25 photographs per artisan) for the above 40 artisans and allottees.

Deliverables

1. 02 films each per craft/artisan of 2 minutes duration with voiceover and testimonials/interviews on MP4/MOV format.
2. The video should be shot on 1080p resolution with digital audio.
3. Designated titles of artisans and other approved text (of descriptive nature) to be inserted in footage.
4. Films of each artisan to be provided individually in one consolidated form in three separate pen-drives, each pen-drive having all films of all artisans.
5. The raw edited footage of the films shot without titles. (open files)
6. High resolution JPEG still photography of the artisan and his/her work.
7. 25 JPEG images for each artisan / craft of minimum 5 MB size and resolution of 600 pixel/inch.

Submission timelines

1. First batch of 12 sets of 2 films each on 12 crafts / artisans on 14th December 2018.
2. Second batch of 13 sets of 2 films each on 13 crafts / artisans on 21st December 2018.
3. Final batch of 15 sets of 2 films each on 15 crafts / artisans on 31st December 2018.

The agency is expected to share the rushes of a proposed film to NIFT for approval of template and tenor of the films. The completion of project inclusive of all required changes will be by 31stDecember 2018.

2.3. Roles and Responsibilities of Agency

- The principal responsibility of the agency is to create Digital display material in the forms of films and photographs
- Agency should strictly adhere to the timelines.
- The costs related to transporting any materials from agency to NIFT after completion of the display must be borne by the agency.
- NIFT will be providing instructions/suggestions from time to time. These instructions must be strictly followed by agency for maintaining the high standards expected.
- Agency is advised to refrain from extending any undue favours to any staff of NIFT or other monitoring staff. NIFT reserves the right to take appropriate action if any such incidents are brought to the notice of NIFT.

3. PART III- GUIDELINES FOR SUBMITTING THE BID

3.1. Information on Bid

1. The Bid document in English may be downloaded free of cost from NIFT website www.nift.ac.in, from 28.11.2018.
2. The Bids (both Technical and Price bid), have to be submitted addressed to the Purchase Officer, NIFT Head Office, New Delhi. The responsibility to ensure this lies with the Bidder.
3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the tender or submission of a bid not substantially responsive to the tender [in every respect] will be at the Bidder's risk and may result in rejection of bid.
4. Last Date and Time for submitting the Bids: On 01.12.2018 at 1200 Hours (IST).

3.2. Preparation of the Bid

1. After downloading the bid document, the Bidder should go through it carefully to understand the documents required to be submitted as part of the bid.
2. Bidder should take into account any corrigendum published on the bid document before submitting their bids.
3. It is construed that the bidder has read all the terms and conditions before submitting their offer.
4. Bidders must ensure that all the pages of the documents must be signed & stamped by authorised signatory and serially numbered.

4. PART IV -PAYMENT TERMS

4.1. Payment Schedule

The payment schedule is provided below.

- i. 30% advance of the contract value will be released to the agency on acceptance of work order and submission of PBG / DD.
- ii. 60% of the contract value will be released after satisfactory completion of all installation as certified by NIFT Project Coordinators.
- iii. Final Payment (i.e. 10% of the contract value) after successful completion of the project.

4.2. Earnest Money Deposit

The bidders should furnish an Earnest Money Deposit (EMD) of Rs. 30,000/-by means of Demand Draft drawn on any Nationalized Bank / Scheduled Bank payable in favour of the National Institute of Fashion Technology payable at New Delhi or in form of Bank Guarantee with validity for 90 days. Cheque, Cash payment, Money Order, Fixed deposit etc. will not be accepted as EMD. The Bid received without the Earnest Money Deposit will be summarily rejected by the Accepting Authority as non-responsive.

The Earnest Money Deposit will be refunded after the completion of the selection process as per the GFR 170. The amount remitted towards Earnest Money Deposit is liable to be forfeited in case the bidder retracts its offer after submission of the bid or after the acceptance of the offer by NIFT or fails to sign the contract or to remit the Security Deposit. No interest will be payable by the NIFT on the Earnest Money Deposited/remitted.

Successful bidder's EMD will also be returned after submission of Performance Bank Guarantee and the bidder's acceptance of the Letter of Intent (LOI) or it can be adjusted against PBG to be submitted. NIFT will discharge EMD to each unsuccessful Bidder after completion of tendering process.

Note: Exemption to NSIC Units

The bidders (small scale units who are registered with National Small Scale Industries Corporation under Single Point Registration Scheme are exempted from payment of bid security upto the amount equal to their monetary limit or Rs. 50 lakhs which, ever is lower. In case of bidders having monetary limit as "NO LIMIT" or "Without Limit" or exceeding 50 lakhs, the exemption will be limited to Rs. 50,00,000 (Rupees Fifty Lakhs) only. A proof regarding current registration with NSIC for the Tendered items will have to be attached along with the bid.

4.3. Performance Bank Guarantee (PBG)

Selected bidder will have to deposit 5% of the contract value (including all taxes) as Performance Bank Guarantee (PBG) at the time of signing the contract. The selected bidder shall at his own expense deposit the PBG with NIFT, within three (3) working days of the date of issuing notice of award of the contract or prior to signing of the contract whichever is earlier. An unconditional and irrevocable Performance Bank Guarantee from a Nationalized/ Scheduled bank acceptable to NIFT, payable on demand, for the due performance and fulfillment of the contract by the bidder. This PBG should be valid for 150 days. All incidental charges whatsoever, such as premium, commission, etc., with respect to the PBG shall be borne by the bidder/agency. The performance bank guarantee may be discharged/returned by NIFT upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee. In case of delay on completion of project the successful bidder will have to extend the period of bank guarantee.

4.4. Bid Currencies

Prices shall be quoted in the Indian Rupees.

5. PART V - GENERAL TERMS AND CONDITIONS

5.1. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Buyer shall be written in the English language.

5.2. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Tender Documents may notify NIFT in writing by e-mail: purchase.ho@nift.ac.in. Written copies of the Buyer's response (including an explanation of the query but without identifying the source of inquiry) will be notified on the NIFT website. No change in the prices or substance of the Bid shall be sought, offered, or permitted. No clarification will be issued after opening of the bid.

5.3. Amendment of Bidding Documents

NIFT may amend the Bid Conditions up to 02 days prior to the time fixed for last date of the Bid submission. Amendment to the bid, in response to clarifications sought by prospective Bidder's, is solely at the discretion of NIFT. NIFT, at its discretion, may or may not extend the due date and time for the submission of bids on account of amendments. Extension of time, if any, will be notified on NIFT's website. All the Bidder's are advised to periodically browse NIFT website <http://www.nift.ac.in> for any amendments or corrigenda issued in connection with this Bid. NIFT will not be responsible for any misinterpretation of the provisions of this bid document on account of the Bidder's' failure to update the bid documents based on changes announced through the website.

5.4. Modification/ Substitution/ Withdrawal of Bids

A bidder may modify or withdraw his Bid after submission provided that the written notice of modification or withdraw as is received by NIFT prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by email; however, it should be followed by signed copy to be sent by post. Signed scanned copy and such confirmation of withdrawal should reach NIFT not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid maybe withdrawn in the interval between the deadline for submission of bids and expiration of the specified period of bid validity.

5.5. Technical Bid Opening

1. The Buyer will open all the Bids received, in the presence of the
2. In the event of the specified date of the opening being declared a holiday by the Buyer, the Bids will be opened at the appointed time and location on the next working day.
3. NIFT reserves the right to postpone or cancel a scheduled bid opening at any time prior to its opening. Information of the same will be displayed at NIFT website.
4. The bidder's representatives, who are present, shall sign in an attendance register.
5. NIFT shall subsequently examine and evaluate the bids in accordance with the provision set out in the bid document.
6. The bids will be evaluated for qualifying criteria as mentioned in Clause 6.3. NIFT shall not be responsible for any postal delay in receipt of all original documents and EMD. In case of non-receipt of these documents in original within the aforesaid period, the bid will be treated as non-responsive
7. The technically qualified bidders (notified through email) need to present their plan of action as per the tender document. Date of presentation of the qualified bidders will be on 01.12.2018 starting at 1400 hours onwards in Board Room, NIFT-Head Office.

5.6. Place of Opening of Bid

Board Room, National Institute of Fashion Technology, Head Office, Hauz Khas, New Delhi-16. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non- presence of representative of any bidder.

5.7. Time and Date for Technical Opening of Bids

Opening of Technical Bid date and time: 01.12.2018 at 12.30 Hours (IST).

Date of Presentation of the qualified bidders will be on 01.12.2018 starting at 1400 Hours(IST) onwards

Opening of Price Bid: 01.12.2018 at 1600 Hours (IST) in presence of technically qualified bidders only.

If due to any exigency, the due date for opening of the bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other day/time, as intimated by NIFT.

5.8. Period of Validity of Bids

Bids shall remain valid for the period of 90 days after the date of technical bid opening prescribed by the Buyer. A bid valid for a shorter period shall be rejected by the Buyer as non-responsive.

5.9. Opening of Price Bid

The price bid will be opened on 01.12.2018 at 1600 hours, which will be communicated to only those bidders who are found to be technically qualified after evaluation of technical bids.

5.10. Nonconformities, Errors and Omissions

Once technical bid is opened, no correspondence shall be entertained.

5.11. Contacting the Buyer

From the time of bid opening to the time of contract award, if any bidder wishes to contact the buyer on any matter related to the bid, it should do so in writing.

5.12. Rejection of Bid

Canvassing by the Bidder in any form including unsolicited letter and post-bid correction may invoke summarily rejection with forfeiture of EMD. Conditional bids will be rejected. Non-compliance to the conditions of General Information & Technical Bid will be liable to be disqualified.

5.13. Right to Accept Any Bid and to Reject Any or All Bids

The tendering authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders on grounds of such action.

5.14. Bids of Debarred/ Blacklisted Firms

Bids of debarred/ blacklisted firms will not be considered for evaluation.

5.15. Issue of Letter of Intent (LoI)

Issue of LoI shall constitute the intention of tendering authority to enter into the contract with the bidder. The bidder shall submit LoI within 3 days of acceptance of the work order giving his unconditional acceptance to the terms and conditions of the tender in writing along with performance security in form of bank guarantee / DD for an amount of 5% of contract value for a period of 150 days.

5.16. Contract Amendments

No variation in or modification of the terms of the Contract shall be.

5.17. Penalty for Use of Undue Influence

The bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller.

Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/ employee of the Buyer or to any other person in a position to influence any officer/ employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5.18. Withholding of Payment

In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supplying of appropriate infrastructure, installations and manpower requirement, as specified in the Contract, the Buyer may, at his discretion, withhold any payment until the completion of the Contract.

5.19. Transfer and Sub-letting

The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contractor any part thereof, as well as to give or to let a third party take benefit or advantage of the Contractor any part thereof without written consent of the Buyer.

5.20. Liquidated Damages

The selected agency must ensure compliance with the given schedule and work failing which payment will be made to the agency after deducting the amount of penalty imposed due to delay.

In case of delay Liquidation Damages at the rate of 0.1% per day of the contract value subject to maximum of 10% of the total contract value may be deducted from the agency payment.

5.21. Termination for Default

The Buyer, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or part, after examination of progress, if the Supplier fails to meet the obligation(s) under the Contract. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

5.22. Termination for Insolvency

The Buyer may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Buyer.

5.23. Force Majeure

Force Majeure shall mean any cause which is beyond the control of a Party or Parties or the Party invoking force majeure, including but not limited to the following: any law, decree, regulation, order, or request of any governmental authority, nationalization, expropriation, confiscation, requisition, riot, war, hostilities, public disturbance, act of the public enemy, strike, lock out, or other labor dispute, fire, flood, earthquake, storm, explosion, or Act of God.

If either Party is prevented from or delayed in carrying out any provision of this Agreement by reason of Force Majeure the Party whose performance is so prevented or delayed, upon prompt written notice thereof to the other Party, shall be excused from such performance to the extent and during the period of such prevention or delay.

This clause shall not be available to a Party if such Party fails to use reasonable diligence to remedy by the applicable situation described in above clause hereof with reasonable dispatch or if such applicable situation is caused by such Party.

The party, for which it becomes impossible to meet obligations under the Contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation

of the above circumstances immediately, but in any case not later than 10 (Ten) days from their commencement.

Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority shall be considered as sufficient proof of commencement and cessation of the above circumstances.

If the impossibility of complete or partial performance of an obligation lasts for more than 10 (ten) days, either party hereto reserves the right to terminate the Contract totally or partially upon giving prior written notice of 5 (five) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the contract.

Force Majeure will be applicable throughout the contract period.

5.24. Settlement of Disputes

All disputes or differences arising out of or in connection with the Contract shall be settled through mutual consent between the parties. Any dispute, disagreement or question arising out of or relating to the Contract or relating to product or performance, which cannot be settled amicably, shall be resolved by arbitration as follows-

1. The case of arbitration may be referred to Director General of NIFT or a person appointed by him/her who will be the sole arbitrator and the arbitration proceeding shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
2. The venue of the arbitration shall be New Delhi, India & the language of arbitration shall be English. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.
3. The arbitrator shall have powers to award only such remedy as is contemplated by this Agreement, including as appropriate, injunctive relief.
4. The parties shall not be entitled to any pendentelite interest during arbitration proceedings.

5.25. Court Jurisdiction

The Contract shall be governed and interpreted in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of Courts at New Delhi only. To entertain a dispute or a claim arising out of this tender.

5.26. Notices

Any notices given by one party to the other pursuant to this Contract shall be sent to the other party through email and written notice. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

5.27. Taxes and Duties

A Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed during the execution of the project.

6. PART VI - ELIGIBILITY CRITERIA FOR BID EVALUATION

The eligibility criteria for the Agency to qualify for the Bid evaluation have been provided below.

6.1. Bid System & Evaluation

The selection of Agency will be based on QCBS System.

6.2. The Bid Evaluation Process

The bid evaluation process has three stages

This stage consists of evaluation of

1. Technical Bid Evaluation

Experience and Profile of the bidder will be evaluated.

2. Presentation on Proposal for Execution of the Project.

Bidders will submit a proposal of executing the project with the bid. Bidders will also be given opportunity to present the proposal indicating their plan of execution to NIFT committee through an AV presentation, duration of 15 minutes.

Technical bids will be evaluated by Bid Evaluation Committee constituted for the purpose. An evaluation criteria is enclosed for ready reference Clause 6.3. The committee will record in detail the criteria adopted for acceptance or rejection of the technical proposals.

3. Price Bid Evaluation

The bid committee will evaluate the price bids of only those bidders who qualify by securing 65% marks in the Technical evaluation by the Committee. Price proposal will be evaluated for completeness, justification for each item, appropriateness, rational and other criteria as considered by the evaluating committee and enclosed for ready reference in clause 6.8.

6.3. Pre-Qualification Eligibility Criteria for Selection

The Bidder's should meet the following Eligibility Criteria for quoting the bid and the proof for the Eligibility should be provided.

Documents required for Eligibility Criteria:

NO.	ELIGIBILITY CRITERIA	DOCUMENTS REQUIRED TO SUBSTANTIATE THE SAME	Tick
(i)	<p>Taxpayer Information The bidder firm should have been in existence and should have been registered with the Tax Department.</p>	<p>For Indian Bidder a. Income Tax Registration (PAN No/ TAN No.)</p>	
(ii)	<p>Turnover Certification & Income Tax Return The Bidder's average annual gross turnover should not be less than Rs. 10 lakhs at least for last 03 financial year.</p>	<p>a. Copy of audited balance sheet and profit & loss account must also be attached for the F.Y. 2015-16, 2016-17 & 2017-18. b. Income tax return for last 03 years (A.Y. 2015-16, 2016-17, 2017-18).</p>	
(iii)	<p>Experience Certificate Successfully executed 5 short films for Government, non- government, and corporate entities. Bidders experience to be provided in the Table 1 given in Annexure I Pre-Qualification Eligibility Criteria.</p>	<p>A List of organizations where the supplier has worked in the area of short film making.</p>	
(v)	<p>No-conviction Certificate Bidder should neither be a black listed firm nor have its contracts been terminated/ foreclosed by any NIFT / company/ department/ organization till date, due to non-fulfillment of contractual obligations.</p>	<p>A Self-declared certificate to this effect on bidder firm's letterhead signed by authorized signatory (Annexure - II).</p>	
(vi)	<p>Earnest Money Deposit</p>	<p>Earnest Money Deposit of Rs. 30,000/- in the form of Demand Draft/ Bank Guarantee. Fill Annexure – III. (Not exempted in any case except those bidders exempted from EMD, submit the certificate issued by the concerned department i.e. NSIC).</p>	-----
(vii)	<p>Undertaking</p>	<p>An undertaking from the firms that they will not be part of cartel with other vendors and will quote competitive rates in the bids on the company letter head duly signed by authorized signatory.</p>	

(ix)	Technical Bid Compliance Statement – Parameter – Specifications of items to ascertain Experience and Profile of the bidder and Proposal for undertaking the proposed work in terms of the quality of work to be provided	Technical Evaluation Criteria will be evaluated as per Annexure IV. Tender Acceptance Letter as per Annexure VI duly signed by the authorized signatory and stamped should be submitted.	
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*All submitted documents should be duly signed by the bidder.

*All prospective bidders are requested to submit their Proposal as per the terms and conditions set forth in this document.

6.4. Pre Bid Evaluation

1. Bidders fulfilling the pre-qualification criteria shall be shortlisted.
2. The NIFT will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether to required sureties have been furnished, whether the documents have been properly signed & stamped and whether the bids are generally in order.
3. The bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the bid document. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.
4. The following are some of the important aspects, for which a bid shall be declared non – responsive during the evaluation and will be rejected:
 - I. Bid is unsigned
 - II. Bid validity is shorter than the required period
 - III. Poor/ unsatisfactory past performance
 - IV. Agency is not eligible as per eligibility criteria
 - V. Incomplete information
 - VI. Lack of required documents
 - VII. Failure in arrangement of documents
 - VIII. EMD not deposited

6.5. Technical Bid Evaluation

1. The bidders who clear the pre-qualification norms shall be considered for technical evaluation.
2. Technical bid will be examined to determine the completeness of each document submitted
3. If any of these documents or information is missing, the offer shall be rejected.
4. The technical evaluation will consist of profile of the bidder and proposal.

5. Technically qualified bidder will be intimated separately by Purchase Officer.
6. The rating sheet for evaluation and marks allocation of technical bid is in Clause 6.6
7. Bidders securing 65 marks or above will only be considered technically qualified.

6.6. The Rating Sheet for Evaluation of Technical Bid

S.No.	Criteria	Maximum Marks
1. Profile & Experience - 50 Marks		
Turnover The Bidder's average annual gross turn over should not be less than Rs. 10 lakhs for 03 year during the last five financial years.	Rs. 20 lakhs annual during the last three financial years- 15marks	15
	Rs. 15 lakhs annual during the last three financial years –10marks	
	Rs. 10 lakhs annual during the last three financial years –7 marks	
Experience with short film and photography projects Minimum 05 successfully executed short films for Government, non- government, and corporate entities. Broadcast DVD copies to be submitted as show-reels or Youtube links.	Above 10short films- 15 Marks	25
	3 short films on arts and crafts – 10 marks	
	8-10short films– 12 marks 2 short films on arts and crafts–8 marks	
Technical Expertise and equipment required for the task	5-7 short films– 10 marks 1 short films on arts and crafts –5 Marks	10
	Expert for	
	<ul style="list-style-type: none"> • Film making (2.5 marks) • Editing and Mixing(2.5 marks) • Photographers (2.5 marks) Camera equipment with 4k resolution (2.5 marks)	
Proposal & AV Presentation - 50 marks		
Over all Presentation of the Project	15 marks	50
Quality of theme and strategy	15 marks	
Editing and Sound Quality	10 marks	
Quality of Photography	10 marks	
Total Marks		100

6.7. Price Bid Opening

1. The date and time of opening the price bid is 01.12.2018 at 1600 pm at NIFT Campus, only technically qualified bidders would be allowed to be present for the same.

6.8. Procedure for Ranking of the Bids

1. The Technical and Price Bid shall be evaluated separately.
2. A bidder should secure minimum 65% marks out of 100 marks in Technical Evaluation in order to become eligible for opening of Price Bid.
3. While calculating the total score of the bidder against a total of 100 points, the Technical Bid will carry 70% weightage and the Price Bid will carry 30% weightage.
4. With regard to the Price Bid, the lowest quote in terms of cost would be assigned a financial score of 30 on 30 (100%) and other bids will be given marks inversely proportional to the increase in the cost over the lowest bid (please see example below).
5. The Contract will be given to the bid with the highest marks on combination of marks from the technical and price bids.

EXAMPLE:

Minimum qualifying marks for technical qualifications as 65. The weightage of the technical bids and financial bids will be 70:30. 03 proposals i.e. A, B & C were received and marks awarded by committee them as 65, 70 & 75 marks respectively in the technical evaluation.

All the three proposals found technically qualified and their financial proposals were opened and quoted price as under:

- A. Rs.120
- B. Rs.100
- C. Rs.110

Formula

- A. $100/120 \times 100 = 83$ points
- B. $100/100 \times 100 = 100$ points
- C. $100/110 \times 100 = 91$ points

Combined Technical & Financial Score:

Proposal A: $65 \times 0.70 + 83 \times 0.30 = 70.40$ Points

Proposal B: $70 \times 0.70 + 100 \times 0.30 = 79.00$ Points

Proposal C: $75 \times 0.70 + 91 \times 0.30 = 79.80$ Points

In this case, proposal C with the highest combined marks will be the successful bidder.

ANNEXURE I Pre-Bid Eligibility Criteria for Agency

1. Name of the Agency :
2. Name of the authorized person
(Who signs on the bid document) :
3. Address of the Agency :
4. Phone No :
5. Email- address :
6. Mobile No. :
7. Fax :

Eligibility Criteria for Selection:-

Documents required for Eligibility Criteria:

NO.	ELIGIBILITY CRITERIA	DOCUMENTS REQUIRED TO SUBSTANTIATE THE SAME	Proof Required
(i)	Taxpayer Information The bidder firm should have been in existence and should have been registered with the Tax Department.	For Indian Bidder a. Income Tax Registration (PAN No/ TAN No.)	To be supported by documents
(ii)	Turnover Certification & Income Tax Return The Bidder's average annual gross turnover should not be less than Rs. 10 lakhs during the last 03 financial years.	a. Copy of audited balance sheet and profit & loss account must also be attached for the F.Y. 2015-16, 2016-17 & 2017-18. b. Income tax return for last 03 years (A.Y. 2015-16, 2016-17, 2017-18).	To be supported by documents
(iii)	Experience Certificate The bidder should have successfully executed minimum 05 short films for Government, non-government, and corporate. Bidders experience to be provided in the Table 1 given in Annexure I Pre-Qualification Eligibility Criteria.	A List of organizations where the supplier has worked in the area of short film making	To be supported by documents
(iv)	No-conviction Certificate Bidder should neither be a black listed firm nor have its contracts been terminated/ foreclosed by any NIFT / company/ department/	A Self-declared certificate to this effect on bidder firm's letterhead signed by authorized signatory (Annexure - II).	

	organization till date, due to non-fulfillment of contractual obligations.		
(v)	Earnest Money Deposit	Earnest Money Deposit of Rs. 30,000/- in the form of Demand Draft/ Bank Guarantee. Fill Annexure – III. (Not exempted in any case except those bidders exempted from EMD, submit the certificate issued by the concerned department i.e. NSIC).	
(vi)	Undertaking	An undertaking from the firms that they will not be part of cartel with other vendors and will quote competitive rates in the bids on the company letter head duly signed by authorized signatory.	
(vii)	Technical Bid Compliance Statement – Parameter – Specifications of items to ascertain Experience and Profile of the bidder and Proposal for undertaking the proposed work in terms of the quality of work to be provided.	Technical Evaluation Criteria will be evaluated as per Annexure IV. Tender Acceptance Letter as per Annexure VI duly signed by the authorized signatory and stamped should be submitted.	
(viii)	Price Bid	To be filled in the specified format as per Annexure V.	

*All submitted documents should be duly signed by the bidder.

*All prospective bidders are requested to submit their Proposal as per the terms and conditions set forth in this document.

BIDDERS EXPERIENCE

Sl. No.	Full address of Client with names of contact persons, Fax & Phone No.	Project Title	Purpose of project	Description of Project - Duration and year of Execution and type of documentary film*	Duration of Film

*Broadcast DVD copies can be submitted as show-reels or Youtube links.

ANNEXURE II - Format of No-Conviction Certificate

[On the letterhead of the organization]

No-Conviction Certificate

This is to certify that (Name of the organization), having registered office at (Address of the registered office) has currently or at any time in past had not been blacklisted or restricted to apply for any survey related activities by any NIFT Centers/ Autonomous organization/Institution or Central/ State Government Department/ Undertakings of Government of India or Court of law anywhere in the India.

Signature:

Name of the Authorized Signatory:

Designation:

Contact details (including E-mail):

Date:

Place:

ANNEXURE III – Details of Earnest Money Deposit

Details of Earnest Money Deposit

S. No.	Title	Details
1	Name and Address of the Company	
EMD		
2	Details of Interest free Earnest Money Deposit (EMD). The demand draft of Earnest Money Deposit (EMD) has to be physical and encashable No.	Amount: TT/NEFT/RTGS Details/Demand Draft No.: Date: Bank Name:

DATE :

SIGNATURE OF AUTHORISED REPRESENTATIVE

Place :

NAME

COMPANY SEAL

(Please attach Authorization letter for signatory)

ANNEXURE IV - Technical Bid

S.No.		
Profile& Experience	Details Required	Points
<p>Turnover The Bidder's average annual gross turn over should not be less than Rs. 10 lakhs for 03 years during the last three financial years.</p>		
<p>Experience with short film and photography projects Successfully executed minimum 5 short films for Government, non- government, and corporate entities.</p>	<p>Number of projects List the Title of the projects Complete Detail in Annexure I</p>	
<p>Technical Expertise and equipment</p>	<p>Number of projects List the Title of the projects Complete Detail in Annexure I</p>	
<p>Proposal & AV Presentation</p>		
Over all Presentation of the Project		
Quality of theme and strategy		
Editing and Sound Quality		
Quality of Photography		

ANNEXURE V– Price Bid

NIFT Head Office GSTIN. - 07AAATN2067J1ZI

Price Bid Format: The Price Bid Format as given below is required to be filled by Bidders:

Financial proposition for FILMS and PHOTOGRAPHY on Crafts / Artisans					
S. No	Description	Duration of each film	Quantity required	Unit cost (Rs.)	Amount (Rs.)
1	Films for each artisan /craft with voiceover/testimonial/interviews on MP4/MOV format with 1080p resolution and digital audio. Designated titles of artisans and other text to be inserted on footage. Opening and closing credits will be provided by NIFT.	02 minutes each	02 per artisan / craft		
2	Photographs for each artisan/craft in high-resolution JPEG format and minimum 5MB size and resolution of 600 pixel/inch.		25 Photographs per artisan / craft		
3					
4					
5	Total Amount				
6	Total Amount (in words)				

ANNEXURE VI – Tender Acceptance Letter

(To be given on Firm's Letter Head)

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Bid No.1351(08)/NIFT/Pur-HO/Digital Display Through Films and Photography at TFC/2018

NAME OF WORK: DIGITAL DISPLAY THROUGH FILMS AND PHOTOGRAPHS OF WEAVERS AND ARTISANS OF UTTAR PRADESH AS PART OF VISUAL MERCHANDISING PROJECT OF SHOPS ATTRADE FACILITATION CENTRE (TFC), VARANASI.

1. I/ We have downloaded/obtained the tender document(s) for the above mentioned 'Tender' from the NIFT web site.
2. I/We hereby certify that I/We have read entire terms and conditions of the tender documents from Page No. 01 to 32 (including all documents like annexure), schedule(s), etc.), which form part of the Tender and I/We shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in totality/entirely.
5. I / We certify that all information furnished by me/ us/ our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your organization shall without giving any notice or reason therefor, summarily reject the bid, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely. We shall not have any claim/ right against organization in satisfaction of this condition.

Yours faithfully

(Signature of the Bidder, with Official Seal)