

**Government of India
Ministry of Information & Broadcasting
National Film Development Corporation
4th Floor, Soochna Bhavan, Phase 1, C.G.O Complex, Lodhi Road,
New Delhi- 110003**

REQUEST FOR PROPOSAL/TENDER DOCUMENT

Invitation of Bids for supply of Tableau for Election Commission of India for Republic Day Parade, 2019.

Request for Proposal (RFP) No. NFDC/2018-19/004, Dated 11.10.2018

1. Bids (Technical & Commercial) in separate sealed cover are invited for and on behalf of President of India for supply of **Tableau for Election Commission of India for Republic Day Parade, 2019** listed in Part II of this RFP. Please superscribe the abovementioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. **Both the envelope should be enclosed in a third sealed envelope superscribed with the RFP number and due date.**
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:

a.	Bids/queries to be addressed to	The General Manager, National Film Development Corporation
b.	Postal address for sending the Bids	4th Floor, Soochna Bhavan, Phase 1, C.G.O Complex, Lodhi Road, New Delhi 110003.
c.	Name/designation of the contact personnel	Mou Trivedy, Senior Supervising Producer Pahuni Jain, Supervising Producer Jaspreet Singh, Client Servicing Supervisor
d.	Telephone number of the contact personnel	+9111243 69462 9990169084 9811054359 9873112997
e.	E-mail id of contact personnel	mou@nfdcindia.com jaspreet@nfdcindia.com Pahuni@nfdcindia.com
f.	Fax number	+91 11243 68011

3. **This RFP is divided into five parts as follows:**
- a. **Part I:** Contains General Information and instructions for the Bidders about the RFP such as the time, cost of tender document, EMD, place of submission and opening of tenders, modification and withdrawal of bid, clarification regarding contents of the bid/RFP, Validity period of tenders, etc.
 - b. **Part II:** Containing essential details of the services required, such as the Schedule of Requirements (SOR), Quantity, Quality, Scope of work, Technical parameters, technical details, eligibility criteria, delivery period, delivery terms, consignee details, period of contract etc. alongwith number of documents to be submitted with technical bid.
 - c. **Part III:** Contains essential and standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
 - d. **Part IV:** Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
 - e. **Part V:** Contains Evaluation Criteria and Format for Price Bids.
4. **This RFP is being issued with no financial commitment and NFDC reserves the right to change or vary any part thereof at any stage. NFDC also reserves the right to withdraw the RFP, should it become necessary at any stage.**

Part I – General Information

1. Last date and time for depositing the Bids:

21st October, 2018 at 05:00 PM

The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of depositing the Bids: Sealed Bids should be either dropped in the tender Box of this office or sent by registered post at the address given in para (2) at first page so as to reach by the due date and time. **Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.**

3. Time and date for opening of Bids:

22nd October, 2018 at 10:00 AM

(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 NFDC). The summarized schedule is as below;

Particulars	Date	Time
Availability of Tender Document	11 th October 2018	-
Pre bid meeting	16 th October 2018	-
Corrigendum (If Required)	17 th October 2018	-
Last date & time for submission of tender	21 st October 2018	05:00 PM
Opening of Tender	22 nd October 2018	10:00 AM
Technical Bid Evaluation and Presentation	22 nd October 2018	11:00 AM
Opening of Financial Bid	22 nd October 2018	04:00 PM

4. Location of the Tender Box:

National Film Development Corporation

4th Floor, Soochna Bhavan, Phase 1, C.G.O Complex, Lodhi Road,
New Delhi- 110003

Only those Bids that are found in the tender box or handed over to designated officer will be considered valid.

5. Place of opening of the Bids:

National Film Development Corporation

4th Floor, Soochna Bhavan, Phase 1, C.G.O Complex, Lodhi Road,
New Delhi- 110003

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of technical Bids on the due date and time. Details of EMD and technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. **This event will not be postponed due to non-presence of your representative.**

6. Forwarding of Bids: Bids should be forwarded by Bidders under their original memo/letter head inter alia furnishing details like TIN number, PAN Number, GST Number, Bank Branch address, account number with IFSC code for e-payment with complete postal & e-mail address of their office.

7. Clarification regarding contents of the RFP: At any time prior to the deadline for submission of bids, NFDC may for any reason, whether on its own initiative or in response to the clarification request by a prospective bidders, modify the bid document. Such modification/ amendment in the bid document/ RFP at any time prior to the deadline for submission of bid will be uploaded as "corrigendum" on Central Public Procurement Portal and NFDC website. Such amendment/modifications shall be binding on all the prospective bidders. NFDC at its discretion may extend the deadline for the submission of bids if the bid document undergoes changes during the bidding period in order to give prospective bidder time to take into the consideration the amendments while preparing their bids. A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to NFDC in writing about the clarifications sought not later than the date and time of pre bid meeting. Copies of the query and clarification issued by NFDC will be sent to all prospective bidders who have received the bidding documents and will also be posted only on NFDC website.

8. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by NFDC prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax/e-mail but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach NFDC not later than the deadline for submission of bids. **No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.**

9. Clarification regarding contents of the Bids: During evaluation and comparison of bids, NFDC may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. NFDC also reserves the right to call for additional information from the bidders. **No post-bid clarification on the initiative of the bidder will be entertained.**

10. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

11. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

12. Validity of Bids: The Bids should remain valid for six months from the last date of submission of the Bids.

13. Cost of tender: The detailed tender document can be obtained from National Film Development Corporation on any working day between 10.00 AM to 4.00 PM on payment of Rs. 10,000 (non refundable) in cash till 20.10.2018, 5pm. Complete tender document can also be downloaded from our web site www.nfdcindia.com and **Central Public Procurement Portal**. The downloaded tender document can be submitted by paying Rs. 10,000 (Rs. Ten Thousand Only) in the form of Demand Draft/Pay order in favour of National Film Development Corporation to be enclosed with the filled in tender form.

14. Earnest Money Deposit: Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs 5,00,000** (Rs. Five Lakh only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Banker's Cheque in favour of "National Film Development Corporation", or Bank Guarantee from any of the Public Sector Banks or a private Sector Bank authorized to conduct government business as per Annexure-I. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization and Micro and Small Enterprises (MSEs) as defined in MSEs Procurement Policy issued by Department of MSME as per Rule 170 of GFR-2017. **The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.**

15. Two bid system- It is a two bid system. The technical bids and financial bids would be opened on the time and date mentioned in clause 3 of Part 1 of this RFP. Financial/price bids of only those firm will be opened, whose technical bids are found compliant/suitable after technical evaluation is done by the National Film Development Corporation.

Part II - Description and essential details of Items/Services required

1. **Schedule of Requirements(SOR):** List of items / services required is as follows:

Tableau for Election Commission of India for Republic Day Parade, 2019.

2. **Eligibility Criteria/Technical Details/Qualitative requirement/Scope of Work etc.**

a. Eligibility criteria

The technical bid shall contain particulars regarding eligibility criteria along with documentary evidences, subject to the following terms and conditions-

1. The bidder should have valid documents for registration with tax authorities. E.g. PAN, trade tax registration etc. Copies of relevant documents (PAN copy, Certificate of Incorporation), should be attached with the bid document.
2. Agencies must be registered with the competent authority for GST. (Reg-06 should be attached).
3. The bidder should have experience with conceptualization, fabrication and display of tableau at National / State /Union Territory level events. Copies of such work orders executed during the last ten years ending with 31st March 2018 must be submitted along with the bid.
4. Agency should have a minimum annual turnover of Rs 1,00,00,000/- (Rupees One Crore) and above for all of the last 3 financial years. Details of the same should be submitted along with CA certified copy of the balance sheet of the Agency for the relevant period as part of technical bid.
5. Returns of Income tax for the last three years. i.e. A Y 2017-18, 2016-17, 2015-16.
6. The bidder should not be blacklisted by any government department/ PSU/ agency and should not have any criminal case pending against it. An undertaking in this respect should be submitted as per Annexure VI.
7. Details of experience of creative personnel (any 10) like visualizers or concept directors, fabricators etc to be submitted in the following format.

Srl no	Name of Creative Personnel	Designation in the Organization	Qualifications and Experience

8. To provide evidence of having a serviceable office in Delhi/NCR.
9. Bidder should provide the theme and treatment suggested for the pavilion (A narrative explanation must be enclosed).
10. A copy of this tender document duly signed by the bidder with identification of name and designation as a token of acceptance of all conditions laid down in this tender document should be attached along with the technical bid but in a separately sealed envelope. Submissions of proposal by the agency will also imply that it has read all the documents carefully and made itself fully aware of the work.

b. Scope of work

1. The work has to be undertaken on a turnkey basis and will include all aspects up to fabrication and maintenance of tableau i.e. conceptualization, making of designs, modification of designs, from time to time as per the requirement and instructions, presentations of the designs before the committee of the ECI/Department of Ministry of Defense, Government of India. Fabrication of the models, modifications thereof as per requirements and instructions, presentation of the model before the committee of ECI/ Ministry of Defense and upon selection of the model, fabrication of the actual tableau as per the requirement, specification time schedule and instructions by the ECI/ Ministry of Defence.
2. As per the guidelines of MoD, preparation of three dimensional model of actual tableau in compliance with MoD's guidelines and handing over to ECI before the due date as specified in this RFP.
3. Providing of suitable/ appropriate lyrics, composing of music, arrangement of artists and actual pre-recording of the music for use in tableau.
4. Arrangement of choreography as per requirement including arrangement of artists.
5. The job will also involve actual presentation and display of tableau during full dress rehearsals and Republic Day Parade, and maintenance of required services at the time of presentation during the event.
6. The turnkey project would also include any other work that may have direct or indirect bearing with the fabrication and presentation of the tableau and may facilitate the project in any manner. Viz. printing of tableau brochures. Information about the department and relevant inputs as required will be made available by the department.
7. In this regard, Guidelines of Ministry of Defense mentioned at Annexure- VII for preparation of tableau proposals for participation in the Republic Day Parade- 2019 to be referred and compiled with. (The length, breadth and height of a single tableau should not exceed 45', 14' and 16' (from the ground level) respectively).

8. Scrap off the tableaux as per the MoD's guidelines and handing over the facia/portion of the tableau that can be used further in ECI.

Note 1

This organization will have the right to modify, change, accept or reject the work in totality or any part thereof or cancel the project any stage without assigning any reason.

Note 2

The copyright of the work shall vest with NFDC and it would have exclusive rights on the work and the awards won if any.

- b. **Two-Bid System-** In respect of Two-bid system, Bidders are required to furnish clause by clause compliance in respect of eligibility criteria, qualitative requirements, technical details and specifications etc. bringing out clearly the deviations, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid -

Para of RFP eligibility criteria/qualitative requirement/technical details.	Specification of the item offered.	Compliance to RFP specification – whether Yes / No	In case of non-compliance, deviation from RFP to be specified in an unambiguous terms

- c. **Delivery Period** - Delivery period for supply of items/services would be-

S. N.	Action	Date
1	Submission of Concept of Tableau	01.11.2018
2	Submission of Scratch Design of Tableau.	09.11.2018
3	Submission of final design of Tableau and scratch lyrics, music and choreography.	
4	Submission of 3D design of Tableau along with CD containing music.	
5	Preparation of platform structure	
6	Creation of Super Structure	
7	Creation of Final Fabrication	
8	Full Dress Rehearsal	

The delivery period for s.n. 3 to 8 above will be depended upon the timelines/dates provided by Ministry of Defence in due course and the agency should be able to deliver on such date and time.

- d. Please note that Contract can be cancelled unilaterally by the NFDC in case items/services are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer/Customer with applicability of LD clause.

3. Period of Contract:

The contract would be for 6 months from the effective date of contract. Please note that Contract can be cancelled unilaterally by NFDC in case services are not received as per quality and standard specified in the RFP and contract within the contracted period. NFDC reserves the right to exercise the option clause and repeat order clause as per text given in Chapter IV of this RFP.

Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the essential and Standard Conditions of the Request for proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder(i.e. Contractor/Supplier in the contract) as selected by NFDC. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration. The format of arbitration clause in respect of indigenous private bidders, foreign bidders and CPSU are given in Annexure-II, III & IV respectively.

4. **Penalty for use of Undue influence:** The contractor/supplier 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 NFDC or other wise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor/Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offers by the contractor 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 NFDC to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising from such cancellation. A decision of NFDC or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of NFDC or to any other person in a position to influence any officer/employee of NFDC for showing any favour in relation to this or any other contract shall render the contractor to such liability/penalty as NFDC may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by NFDC.

5. **Agents/Agency Commission:** The contractor/Supplier confirms and declares to NFDC that the contractor is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the contractor, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The contractor agrees that if it is established at any time to the satisfaction of NFDC that the present declaration is in any way incorrect or if at a later stage it is discovered by NFDC that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract the contractor will be liable to refund that amount to NFDC. The contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. NFDC will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Contractor who shall in such an event be liable to refund all payments made by NFDC in terms of the contract along with interest at the rate of 2% per annum above 18% penal rate. NFDC will also have the right to recover any such amount from any contracts concluded earlier by contractor/supplier with the Government of India or with customer/Buyer.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of NFDC that the contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Contractor, on a specific request of NFDC shall provide necessary information/inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of NFDC, contractor shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.

8. **Penalty and Liquidated Damages:** In the event of the contractor failure to submit the Bank Guarantees and other Documents as specified in this contract, NFDC may, at his discretion, withhold any payment until the completion of the contract. NFDC may also deduct from the contractor as agreed, liquidated damages to the sum of 1% of the contract price of the delayed services mentioned above for each day subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.

9. **Termination of Contract:** NFDC shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of the services is delayed for causes not attributed to Force Majeure for more than 7 days after the scheduled date.
- (b) The contractor is declared bankrupt or becomes insolvent.
- (c) The delivery of services is delayed due to causes of Force Majeure by more than 01 months provided Force Majeure clauses is included in contract.
- (d) NFDC has noticed that contractor has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting:** The contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Contractor shall indemnify NFDC against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The contractor shall be responsible for the completion of the services in satisfactory manner during the currency of the contract.

13. **Amendments:** No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Statutory Duties & Taxes:**

- (a) Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the contractor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to NFDC by the contractor. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.

- (b) If it is desired by the Bidder to ask for the GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability will be developed upon NFDC.
- (c) On the Bids quoting GST, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the Contractor at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.

15. **Pre-Integrity Pact Clause:** An "Integrity Pact" would be signed between NFDC & successful contractor. This is a binding agreement between NFDC and contractor for specific contracts in which NFDC promises that it will not accept bribes during the procurement and services process and bidder promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with NFDC to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:

- a. A pact (contract) between the (Principal/ Office) and successful contractor for this specific activity (the successful Bidder);
- b. An undertaking by the Principal/Office that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- c. A statement by successful Bidder that it has not paid, and will not pay, any bribes;
- d. An undertaking by successful Bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as well as family members, etc. of officials); the disclosure would be made either at the time of signing of contract or upon demand of the Principal, especially when a suspicion of a violation by that successful bidder/contractor emerges;
- e. The explicit acceptance by successful Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- f. Undertaking on behalf of a successful Bidding company/ contractor will be made "in the name for and on behalf of the company's Chief Executive Officer".
- g. The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertaking:
 - (i) Denial or loss of contracts;
 - (ii) Forfeiture of the bid security and performance bond;
 - (iii) Liability for damages to the principal/office and the competing Bidders; and
 - (iv) Debarment of the violator by the Principal/Office for an appropriate period of time.
- h. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviors and compliance program for the implementation of the code of conduct throughout the company.

Part IV-Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder. (i.e. Contractor/Supplier in the contract) as selected by NFDC. Failure to do may result in rejection of Bid submitted by the Bidder.

1. Performance Guarantee:

The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private section bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 10 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 180 days beyond the date of completion of Contract period. The specimen of PBG is given in Annexure V.

2. Option clause: The contract will have an Option Clause, wherein NFDC can exercise an option to procure an additional 50% of the original contracted number in accordance with the same rate, terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of NFDC to exercise this option or not.

3. Repeat Order Clause: The contract will have a Repeat Order Clause, wherein NFDC can order up to same number under the present contract within currency of the contract at the same rate, terms & conditions of the contract. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of NFDC to place the Repeat Order or not.

4. Payment Terms: it will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that e-payments could be made through instead of payment through cheques. The payment will be made as per the following terms, on production of the requisite documents:

a) 50% of the total value of the Contract shall be paid as advance after production of Bank Guarantee for an equivalent amount valid for six months beyond the expiry of the contract, subject to receipt of funds from the Election Commission of India.

b) Final Payment: The final payment shall be made only after the final report with High Resolution photographs, final statement & a CA certificate for all the expenses incurred, identified as such, shall have been submitted by the Agency and approved as satisfactory by the "NFDC" subject to receipt of funds from the Election Commission of India. The Services shall be deemed completed and finally accepted by the "NFDC" and the final report and final statement shall be deemed approved by the "NFDC" as satisfactory thirty (30) calendar days after receipt of the final report and final statement by the "NFDC" unless the "NFDC", within such thirty (30) day period, gives written notice to the Agency specifying in

detail deficiencies in the Services, the final report or final statement. The Agency shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

5. Paying Authority: The payment would be made on submission of following documents:-

- (i) Ink signed copy of contractor bills
- (ii) Tax invoices
- (iii) Expenditure statement duly certified by a Chartered Accountant.
- (iv) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (v) User Acceptance & Satisfactory Services Report.
- (vi) Xerox copy of PBG.
- (vii) Any other document/certificate that may be provided for in the Job Order/Contract.

(6) Fall Clause: The following Fall clause will form part of the contract placed on successful Bidder:

- i) The price charged for the services supplied under the contract by the contractor shall in no even exceed the lowest price at which the contractor provides the services of identical description to any persons/organization including NFDC or any department of the Central Government or any department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all services placed during the currency of the contract is completed.
- ii) If at any time, during the said period the contractor reduces the service price or offer to provide services to any person/organization including NFDC or any department of central Government or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract. Such reduction of services offer of the price shall stand correspondingly reduced.
- iii) The contractor shall furnish the following certificate to NFDC along with each bill for payment for services made against the contract – “We certify that there has been no reduction in service price of the services supplied under the contract herein and such services have not been offered/sold by me/us to any person/organization including NFDC or any department of Central Government or any department of a state Government or and Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of services against all job orders/contract placed during the currency of the Contract at price lower than the price charged to the government under the contract.

7. Risk & Expense clause:

- i) Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective services is made in respect of the services thereof, NFDC shall after granting the contractor seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- ii) Should the services thereof not perform in accordance with the specifications/parameters provided by NFDC during the check proof tests to be done by NFDC, NFDC shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- iii) In case of a contractual breach that was not remedied within 07 days, NFDC shall, having given the right of first refusal to the contractor be at liberty to provide services from any other source as he thinks fit, of the same or similar description to services
- iv) Any excess of the services price, cost of services or value of any services procured from any other contract as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Contractor by Customer.

8. Force Majeure Clause:

- a. Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e. If the impossibility of complete or partial performance of an obligation lasts for more than one months either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

Part V – Evaluation Criteria & Price Bid Issues

1. **Evaluation Criteria:** The broad guidelines for evaluation of Bids will be as follows:

- a. **Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements as specified in clause 2 (a) of the RPF, both technically and commercially.**
- b. **Selection Process**

Eligibility of the agencies will be made on the assessment of the technical bid. Thereafter agencies who qualify the Technical Bid would be asked to make a presentation before the tender evaluation committee in the office of General Manager, National Film Development Corporation, 4th Floor, Sochna Bhavan, Phase 1, C.G.O Complex, Lodhi Road, New Delhi 110 003 for further evaluation. Since this assignment involves high quality creativity and innovative approach, final selection shall be made, inter alia, on the basis of the following evaluation criteria for technical score.

Srl No	Parameter	Criteria/ Documents Required	Max Marks
1	Empanelment with NFDC		10
2	Prior Experience Undertaking/ Execution of work of conceptualizing/ designing/ fabrication of tableau in National Republic Day Parade (RDP) in the last 5 years on behalf of any Central Govt Ministry/ Deptt/ State Govt/ or Union Territory.	Note 1	
ii.	In case of 5 and more such cases		20
iii.	In case of less than 5 cases.		10
b	Presentation before the designated committee/ assessment by the committee.		
i	Understanding	NOTE 2	10
ii.	Innovativeness		10
iii.	Confirming to Guidelines of MoD related to suggestive list of themes.		10
iv.	Presentation		40
		TOTAL	100

Note 1.- Only the work undertaken/ executed by the bidders, as evidenced by work orders in the names and certifications of concerned Ministry Department/ SG/ Organization regarding participating shall be accepted. Production of documents in this regard is essential. Simple declaration of bidders shall not suffice.

Note 2- Brief understanding note to be submitted by the bidder on this count along with technical bid and will be supplemented by discussion/ quizzing during the presentation. In fact overall proposal submitted by the bidder will also be reflective of how well he has understood the scheme.

The other criteria for selection are as follows-

Only those bidders who obtain minimum of 60 marks out of 100 on the various criteria stated above will be considered for opening of their financial bids.

Note 70% weightage will be given to Technical Bid and Creative Presentation and 30% weightage will be given to the Financial Bid. The Financial Bids would be opened separately in the presence of the representative of the bidders. The agency with the highest combined technical and financial score would be declared successful.

- c. The technical Bids forwarded by the Bidders will be evaluated by NFDC with reference to the technical characteristics/technical parameters/ eligibility criteria as mentioned above. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. **The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.**
- d. The Financial Bid will be decided upon the price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
 - (i) All taxes and duties quoted by the Bidders will be considered. The ultimate cost to NFDC would be the deciding factor for ranking of Bids.
- e. The Bidders are required to spell out the rates of GST in an unambiguous terms. In the absence of any such stipulation it will be presumed that the prices quoted are firm and no claim on account of such taxes & duties will be entrained after the opening of tenders. If a Bidder is exempted from payment of GST up to any value of services from them, they should clearly state that no GST will be charged by them up to the limit of exemption by Government which they may have. The documentary evidence for exemption of any statutory duties and taxes has to be produced along with price bid. If any concession is available in regard to rate/quantum of GST with the approval of Government, it should be brought out clearly. Stipulation like, GST is presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded

with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

- f. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- g. The Best weighted average Bid will be considered further for placement of contract/supply order after complete clarification and price negotiations if required as decided by NFDC. Customer also reserves the right to do Apportionment of Quantity, if it is convinced that Best Bidder is not in a position to supply the store & service within stipulated time and the same will be placed at Lowest-1 rate.

2. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details on their letter heads indicating Rs. _____-in figure.

S.N	Description	Amount
1.	Conceptualization and Design	
2.	Fabrication of 3D model for ECI and MoD	
3.	Modification of Design	
4.	Fabrication	
5.	Composing of Music and lyrics	
6.	Arrangement of artists and recording of Music	
7.	Choreographers and performing artists	
8.	Designing and Printing of brochures	
9.	GST @----	
	TOTAL(in figure)	
	Total (in words)	

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my / our knowledge and I have read and understood the terms and conditions contained in the RFP/Tender Document. I understand that in case any deviation is found in the above statement at any stage, I / We will be blacklisted and will not have any dealing with the NFDC in future.

(Signature of Authorized signatory with date and seal)

Annexure-I

EMD Bank Guarantee format

Whereas.....(hereinafter called the
“Bidder”) has submitted their offer dated.....for the services and
supply of
(hereinafter called the “Bid”) against NFDC’s request for proposal
No.....

KNOW ALL MEN by these presents that WE..... of
.....having our registered office at
..... Are bound
unto National Film Development Corporation (hereinafter called the “Customer”)
in the sum of Rs 5,00,000/- (Rs Five Lakh only) for which payment will and truly
to be made to the said Customer, the bank binds itself, its successors and
assigns by these presents.

Sealed with the Common Seal of the said Bank this.....day of
.....20..

The conditions of obligation are:

- (i) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (ii) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.

- a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
- b) Fails or refuses to accept/execute the contract.

WE undertake to pay NFDC up to the above amount upon receipt of its first written demand, without NFDC having to substantiate its demand, provided that in its demand NFDC will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 180 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch)

Annexure-II

Format of Arbitration Clause –Indigenous Private bidders

- (i) All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
- (ii) Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- (iii) Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- (iv) The sole Arbitrator shall have its seal in New Delhi or such other place in India as may be mutually agreed to between the parties.
- (v) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- (vi) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- (vii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by NFDC and Contractor.

Annexure-III

Format of Arbitration Clause – Foreign bidders

- i) All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
- ii) Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- iii) Within sixty (60) days of the receipt of the said notice, one arbitrator shall be nominated in writing by the SELLER and one arbitrator shall be nominated by the BUYER.
- iv) The third arbitrator, who shall not be a citizen or domicile of the country of either of the parties or of any other country unacceptable to any of the parties, the said arbitration shall be nominated by the parties within (90) days of the receipt of the notice mentioned above, failing which the third arbitrator may be nominated under the provisions of UNCITRAL by the International Chamber of Commerce, Paris at the request of either party. However the said nomination would be after consultation with both the parties and shall preclude any citizen or domicile of any country as mentioned above. The arbitrator nominated under this clause shall not be regarded nor act as an umpire.
- v) The Arbitration Tribunal shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
- vi) The arbitration proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts or as may be mutually agreed between the parties.
- vii) The decision of the majority of the arbitrators shall be final and binding on the parties to the contract.
- viii) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses of the third arbitrator shall be shared equally by the Seller and the Buyer, unless otherwise awarded by the Arbitration Tribunal.
- ix) In the event of a vacancy caused in the office of the arbitrators, the party which nominated such arbitrator shall be entitled to nominate another in his place and the arbitration proceedings shall continue from the stage they were left by the outgoing arbitrator.

x) In the event of one of the parties failing to nominate its arbitrator within 60 days as above or if any of the parties does not nominate another arbitrator within 60 days of the place of arbitrator falling vacant, then the other party shall be entitled after due notice of at least 30 days to request the International Chamber of Commerce to nominate another arbitrator as above.

xi) If the place of the third arbitrator falls vacant, his substitute shall be nominated according to the provisions herein above stipulated.

xii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note - The provisions with regard to appointment of an Arbitrator by the International Chamber of Commerce, Paris shall only be resorted to in cases of International Commercial Arbitration. Similarly, the UNCITRAL provisions will only apply with regard to appointment of Arbitrator, fixation of fees of the Arbitrator when it is a foreign arbitration. The procedure to be adopted during arbitration will be as provided in the Indian Arbitration & Conciliation Act, 1996.]

Annexure-IV

Format of Arbitration Clause – CPSU

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the Permanent Arbitration Machinery set up in the Department of Public Enterprises and that if the Department of Public Enterprises fails to settle the dispute, the same will be referred to the Committee constituted by the Cabinet Secretariat.

Annexure-V

Performance Bank Guarantee Format

From:

Bank _____

To

The General Manager,
National Film Development Corporation
New Delhi.

Dear Sir,

Whereas you have entered into a contract No.
Dt.....(hereinafter referred to as the said Contract with
M/s....., hereinafter referred to as the
"Contractor/Supplier" for supply of services as per Part-II of the said contract to
the said contractor and whereas the contractor/supplier has undertaken to
produce a bank guarantee for 10% of total Contract value amounting
to.....to secure its obligations to the President of India. We
the.....bank hereby expressly, irrevocably and
unreservedly undertake and guarantee as principal obligors on behalf of the
contractor/supplier that, in the even that the President of India declares to us that
the goods have not been supplied according to the Contractual obligations under
the aforementioned contract, we will pay you, on demand and without demur, all
the any sum up to a maximum of
Rupees.....only. Your written demand shall be conclusive
evidence to us that such repayment is due under the terms of the said contract.
We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and
guarantee by any arrangements, variations made between you and the
Contractor/supplier indulgence to the Contractor/Supplier by you, or by any
alterations in the obligations of the Contractor/Supplier or by any forbearance
whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for 180 days beyond the
completion of the contract period accordingly to the contractual obligations under
the said contract.

5. Unless a demand or claim under this guarantee is made on us in
writing or on before the aforesaid expiry date as provided in the above referred
contract or unless this guarantee is extended by us, all your rights under this

guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by an change in the constitution of the bank or in the constitution of M/s.....

ANNEXURE –VI

To Whomsoever It May Concern

This is to certify that(Bidder Name)
having its registered office at(Address) is
neither blacklisted nor faced legal action by any Central Govt / State Govt / PSU's
by whatsoever means and/or defaulter of any repayment of loan/deposits etc
from any financial institutions./agency/ies

(Signature of the Authorized Signatory)

Name:

Designation:

Seal:

Date:

Place:

Annexure VII

Guidelines for preparation of Tableaux proposals for participation in the Republic Day Parade- 2019

1. Suggestive List of Themes

- ii) Any important episode from the history of the State/ Union Territory.
- iii) Festivals celebrated.
- iv) Cultural/ architectural heritage including any aspect of the life of the people.
- v) Any important social and economic development scheme, project or achievement of outstanding nature which merits a display in the National Parade.
- vi) Environment.
- vii) Vision for the Future.

2. Selection Process

The tableaux proposals received from various organizations/ agencies are evaluated in a series of meetings of the Expert Committee consisting of prominent persons in the field of art, culture, painting, sculpture, music, architecture, choreography etc. In the first phase of selection, the sketch/ design of the proposals are scrutinized and suggestions, if considered necessary, are given to carry out modifications in the sketch/ design. Once the sketches/ designs are approved by the committee, the participants are asked to come up with three- dimensional models of their proposals. However, entering into the model stage itself does not mean selection. The models are thereafter examined by the committee for the final selection depending upon various considerations. Not more than one tableau from an organization participates in the Parade.

Adequate time is given to the concerned agencies to make arrangements for attending the meetings of the Expert Committee. Non attendance in any meeting means withdrawal and concerned agency will not be invited in subsequent meetings. All cost for attending the meetings is to be borne by the concerned agency. **All interaction with the members of the Committee will be made by the official representative of the organization concerned.** The artists/ designers etc. may accompany the official representative to suitably take note of the suggestions given by the Committee to carry out modifications in their respective sketch/design/model. **They will however, not directly interact with the members of the Expert Committee unless they are specifically authorized by the Committee to do so to explain any specific point.**

3. Preparation of Sketch/Design

The sketch/design drawn on a scale of 1':1" should be simple, colourful, easy to comprehend and should be able to convey, whatever it presents, by itself and should not require any explanation, writing or elaboration. **Writing or use of logos on tableaux is not allowed except the name of States/UTs presenting which is allowed in Hindi in the front, in English on the back and in Regional language on the sides of the tableau.** Similarly, in case of Ministries/Departments and other agencies, **name of the Ministry/Department/Organization is to be given in Hindi in the front and in English on the back.** Designs in virtual reality in the form of CD showing various components displayed from different angles, can also be presented.

4. Preparation of models

After the approval of the proposed sketch/design by the expert committee in its preliminary meetings, three dimensional model of the proposed tableau would be prepared on the lines of the suggestions given by the Committee for further inspection. Final approval for participation would be accorded only after the models of the tableaux are finally selected by the Committee.

5. Points to be kept in view while drawing up the proposal

- i. One tractor and one trailer upon which a tableau would be fabricated, would be provided by the Ministry of Defense free of charges.
- ii. **No additional tractor, trailer or other types of vehicles would be allowed to be used in the tableau.** This aspect should be kept in mind while preparing the designs of the tableau proposals to be presented before the Central Expert Committee.
- iii. There is no objection to the use of vehicles other than tractor and trailers for fabrication of tableaux to give them a different look. But these vehicles will have to be arranged by the sponsoring authorities themselves. Under no circumstance, the total number of vehicles used in a tableau or the total number of distinguishable mobile components of a tableau would be more than two.
- iv. As far as possible, there should be some movement, sound and animation on the tableaux.
 - v) The number of performers on the trailer would not be more than 10 persons. No performer is permitted to be on the tractor component of the tableau. Attractive ground element however can be considered on a limited number of tableaux only if it goes with the theme. These conditions are subject to modifications by MoD depending on the requirement of the tableau.
 - vi) In case of tableaux on cultural, historical/ traditional themes, the colours, designs, costumes, materials, etc. used should be authentic to present local

flavour. The performers on the float or on ground should also look to be authentic in case any cultural or traditional event is being depicted.

vii) The sketch should clearly depict as to how the tractor pulling the tableau will be used as a part of the theme. Camouflaging the tractor should be in harmony with the main theme of the tableau. There should be a gap of about 6-7 feet between the tractor and the trailer and/or between two trailers for turning or maneuvering. This should be taken into account while designing the tableau.

viii) In case, a tableau is proposed to be integrated with a folk dance, it should be ensured that the selected dance is a genuine folk dance and the costumes and musical instruments are traditional and authentic. **The tableau and the dance should also have thematic unity.** The strength of the dance party, excluding those who are to perform on the tableau, **should not exceed 25 persons.** The video clippings of the dance may also be sent along with the proposals.

ix) **It may also be noted that artists performing on or along the tableau of the State/UT should be from the concerned State/UT only.**

6. Dimensions

While preparing the sketches and subsequently, three dimensional models, the following approximate dimensions of the trailers and tractors, which will be supplied to them for the fabrication of the tableau, may be kept in view:

Trailer	
Length	: 24'8"
Width	: 8'
Height	: 4'2"
Load carrying capacity	: 10 tons

The length, breadth and height of a single tableau should not exceed 45', 14' and 16' (from the ground level) respectively. **If it is proposed to use any other vehicles under own arrangement, particulars thereof should be indicated in the proposal.**

7. Facilities to be provided by the Ministry of Defence

During the meetings of the Expert Committee, the facilities such as a PC, LCD Projector, DVD Player and an overhead projector would be made available by the Ministry of Defence. Should there be any other support requirements, the Ministry may be informed in advance.
