Date: 18.10.2018

National Film Development Corporation New Delhi

CORRIGENDUM

With reference to the **RFP no. NFDC/2018-19/004 dated 11.01.2018** floated by NFDC on 11.01.18 for selection of agency for supply of Tableau for Election Commission of India for Republic Day Parade, 2019, the following corrigendum is being issued:

1. Clause 1, Page 1:

This clause is hereby replaced with the below clause -

"The completed application (response document), containing two hard copies (printed, signed and bound copies) and one soft copy (on a non-rewriteable CD/DVD/USB Flash Drive — An MS Word document (compatible with MS Word 2003 or above) or an Adobe Acrobat PDF (compatible with Adobe Acrobat Reader 3.0 or higher) should be submitted in two-bid system of Technical & Financial Bids in two separate and sealed envelopes to be marked as "Technical Proposal" & "Financial Proposal" respectively.

Both the proposals are to be kept in a bigger sealed envelope super scribed with the title - "Techno- Financial Bid for Tableau for ECI for RDP-2019", before the last date and time at NFDC, Delhi office."

2. <u>Clause 3 (Time and date for opening of Bids), Part I (General Information), Page 4:</u>

The schedule for submission of bids and opening of bids is hereby changed as per below —

Particulars	Previous Date & Time	New Date & Time
Last date & time for submission of tender	21st October 2018	22 nd October 2018
	05:00 PM	05:00 PM
Opening of Tender	22 nd October 2018	23 rd October 2018
	10:00 AM	10:00 AM
Technical Bid Evaluation and Presentation	22 nd October 2018	23 rd October 2018
	11:00 AM	11:00 AM
Opening of Financial Bid	22 nd October 2018	23 rd October 2018
	04:00 PM	04:00 PM

3. Clause 5 (Place of opening of the bids), Part I (General Information), Page 4:

The words "This Event will not be postponed due to non-presence of your representative" are hereby changed to "The Opening of technical bids will not be postponed due to non-presence of your representative".

4. Clause 11 (Unwillingness to quote), Page 5:

This clause is hereby deleted.



5. Clause 14 (Earnest Money Deposit), Page 5:

The clause is hereby replaced with the below clause -

"An EMD of Rs. 5,00,000/- (Rupees Five Lakhs Only) in the form of a Demand Draft drawn in favour of "National Film Development Corporation", payable at New Delhi, valid till 3 (three) months must be submitted along with the Proposal.

In case the same is not furnished by the Bidder at the time of the submission of the bid, the tender is liable to be summarily rejected and no further correspondence in this regard shall be entertained. 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. The EMD will be returned to unsuccessful bidders without interest after issuance of Work Order to the successful bidder. The EMD to successful bidder will be returned after receipt of Performance Bank Guarantee from the EMA."

6. Sub-Clause 3, Clause 2 (Eligibility Criteria), Part II, Page 6:

The words "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" is hereby changed to "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 **five years** ending with 31st March 2018 must be submitted along with the bid".

7. Clause 6 (Period of Contract), Page 9:

The words "NFDC reserves the right to exercise the option clause and repeat order clause as per text given in Chapter IV of this RFP" are hereby deleted.

8. Clause 3, Arbitration, Part III (Standard Conditions of RFP), Page 10:

The words "The format of arbitration clause in respect of indigenous private bidders, foreign bidders and CPSU are given in Annexure-II, III & IV respectively" is hereby changed to "The format of arbitration clause in respect of indigenous private bidders and CPSU are given in Annexure-II & IV respectively"

9. Clause 5 (Agents/Agency Commission), Part III (Standard Conditions of RFP), Page 11:

The words "The contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years" are hereby changes as "The contractor will also be debarred from entering into any supply Contract with NFDC for a minimum period of five years".

10. <u>Clause 2 (Option Clause) and Clause 3 (Repeat Order Clause)</u>, Part IV (Special Conditions of RFP), Page 14:

The Clause 2 (Option Clause) and Clause 3 (Repeat Order Clause) are hereby deleted.



11. Clause 4 (Payment Terms), Page 14:

The Payment Term Clause is hereby changed as below:

- a. 40% 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. Next 40% of the total value of the Contract shall be paid on approval of final design of tableau, scratch lyrics / music / choreography and submission of 3D design of tableau along with CD containing music, subject to receipt of funds from the Election Commission of India.
- c. Final 20% payment shall be made only after the completion of the project and submission of final report with High Resolution photographs of the event, final statement & a CA certificate for all the expenses incurred, identified as such, Utilisation Certificate (UC) for earlier advance payments 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.

12. Clause 6 (Fall Clause), Sub-Clause iii, Page 15:

The word "the government" in the last line of the clause is hereby changed to the word "NFDC".

13. Sub-Clause (c), Clause 1 (Evaluation Criteria), Part V, Page 18:

The words "The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation" are hereby changed to "The Price Bids of only those Bidders will be opened who scores a minimum of 60 Marks in Technical Evaluation".

14. Sub-Clause (d), Clause 1 (Evaluation Criteria), Part V, Page 18:

The below words are hereby inserted :-

"Financial Bid Evaluation -

The lowest Financial Proposal (FP) will be given a financial score (FS) of 100 points.

The financial scores will be computed as follows:

FS= 100 X FP/F

(FS= Financial Score)

(FP = Amount of Lowest Financial Proposal)

(F= Amount of Financial Proposal quoted by the PA)

Combined and Final Evaluation: Proposals will finally be ranked according to their combined Technical Score (TS) and Financial Score (FS) as follows:

 $S = TS \times Tw + FS \times Fw$

Where S is the combined score and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively.

The combined scores of the Bidder will be added to arrive at the final combined score. The Selected Bidder shall be the first ranked Bidder (having the highest combined score) and will be considered for acceptance. The Second Ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in the Tender documents.

15. Sub-Clause (g), Clause 1 (Evaluation Criteria), Part V, Page 19:

The sub-clause (g) is hereby deleted.

16. <u>Annexure I (EMD Bank Guarantee format) Page 20 & Annexure III (Format of Arbitration Clause – Foreign Bidders" Page 22:</u>

The following Annexures are hereby deleted:

- i. Annexure I (EMD Bank Guarantee format) Page 20; and
- ii. Annexure III (Format of Arbitration Clause Foreign Bidders).

17. Annexure VII, Guidelines for preparation of Tableaux proposals for participation in the Republic Day Parade 2019, Page No. 28—

An additional point (viii) of **Concept Note** is hereby inserted to the 'Suggestive List of Themes', enclosed as below:

Concept Note

Theme: No Voter to be left behind/every vote counts

Our journey as an independent democratic nation also marked the beginning of Election Commission's endeavour to expand and bring within the fold of franchise every single Indian citizen eligible to determine the collective future of nearly 20% of the entire world populace.

ECI is striving to make elections in India as inclusive as possible, thereby staying rooted to the motto of **No Voter To Be Left Behind**, going beyond the category of general populace and taking into the account marginalized stakeholders of the electorate, like-Persons with Disablities, Defence Personnel, Tribal Communities, Migrant Groups, People in difficult regions, the Homeless populace, Labourers, Senior Citizens, People residing in extremist affected areas, et al-ensuring that democracy is brought to every household and every citizen of the country.

Citizens have an equally crucial role to play in keeping a democracy vibrant and dynamic. Ultimately, it is popular involvement in every aspect of electoral activity, right from registration to informed exercise of franchise and verification of one's vote on the VVPAT machine-that forms the vital first step to representative governance, because 'Every Vote Counts'.

ECI's tableau for 2019 Republic Day celebrations would therefore be an insignia to the ethos of inclusivity- the essence that every eleigible citzen regardless of any difficulty, prejudice, bias or, discrimination, is an even stakeholder in the world's largest democracy, an active participant in an electoral exercise that has, and would continue to serve as a global exemplar. The tableau would be emblematic of the symbiotic relationship between Election Commission and its prime

constituent and raison d'etre-the people of India, with both being complementary partakers in carrying forward and shaping the democratic destiny of the nation.

In addition to the above, idea of designing the tableau during the Republic Day 2019 should have "Gandhi Connect" as this year is the 150th birth anniversary commemoration of Mahatama Gandhi commences on 2nd October 2018.

General Manager