

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

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

Notice Inviting E- Tender (NIT)

RFP Ref No: NHDC/PUB/001/2016-17

REQUEST FOR PROPOSAL (RFP)

For

“Selection of PR Agency

The information provided by the bidders in response to this RFP Document will become the property of the NHDC and will not be returned. The NHDC reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The NHDC also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason, whatsoever, and without any cost and / or compensation therefor.

This document is prepared by NHDC for its requirement of Selection of Agency “Selection of Agency for Publicity campaign for Promotion of India Handloom in India and abroad”. It should not be reused or copied or used either partially or fully in any form

RFP- for Selection of PR Agency

Notice Inviting E-Tender

1. National Handloom Development Corporation Ltd (NHDC) invites online bids through three bid system (Fee/Pre-Qualification, Technical and Financial) for Selection of PR agency

2. The tender document may be downloaded from www.nhdcltd.co.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

CRITICAL DATE SHEET

1	Published Date and time	31/03/2017 at 10.00 AM
2	Bid Document Download Start Date and Time	31/03/2017 at 11.00 AM
5	Pre Bid Conference date and Time	13/04/2017 at 3.00 PM
6	Bid Submission Start Date and time	17/04/2017 at 4.00 PM
8	Bid Submission End Date and Time	24/04/2017 at 5.00 PM
9	Bid Opening Date and Time	26/04/2017 at 3.00 PM

3. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Contractors/Bidders are advised to follow the instructions provided in the “Instructions to the Contractors/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>” and in the Annexure - I. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4. Bidders shall not tamper/modify the tender form including downloaded financial bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with Office of Development Commissioner for Handlooms .

5. Intending tenderers are advised to visit National Handloom development Corporation’s website www.nhdcltd.co.in and CPPP site <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

6. EMD and Bid document cost:

Cost of Bid document	INR 5,000 (Indian Rupees Five Thousand only) in the form of DD from a Nationalized bank in India and drawn in favour of National Handloom development Corporation Ltd, Greater Noida.
Earnest money deposit	INR 1, 00,000 (Indian Rupees Two Lakh only) in the form of DD from a Nationalized bank/Scheduled Bank in India and drawn in favour of National Handloom Development Corporation Ltd, Greater Noida.

7. The Hard Copy of original instruments in respect of EMD and bid document cost must be delivered to the address given below on or before bid opening end date/time as mentioned in the critical date sheet. Bids not accompanied with EMD and bid document cost are liable to be rejected. The bid document fee shall be nonrefundable. NSIC registered agencies are exempted for EMD and bid document fee.

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

8. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet.

9. Submission of Bids:

The bids shall be submitted online in Three bid system (Fee/Pre-Qualification, Technical and Financial). All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

9.1 Fee/Pre-Qualification Bid (Check list):

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

- a) Scanned copy of Bid Security form as a proof for payment of EMD and proof of Tender fee.
- b) Scanned Copy of Audited Balance sheet plus Profit and Loss account which can confirm 01 crore and above earning from fee of PR services of last three years audited by certified CA i.e. 2013-14, 2014-15 and 2015-16.
- c) Scanned copy of documents in support of the agency as a proof of positive net worth during the period of 2013-14, 2014-15 and 2015-16.
- d) Scanned copy of Form- 3 as self-Declaration regarding the blacklisting/debarred by the any entities or corporation.
- e) Supporting documents of existence of agency in India for more than 5 years with full- fledged office in Delhi (pan India including Mumbai) with at least 15 employees.

9.2 Technical Bid (Check list):

The following documents are to be self-attested and furnished by the Bidder as a part of Technical Bid as per the bid document (As applicable):

- a) Scanned copy of all parameters of **Profile of Applicant** mentioned in the Technical Evaluation criterion.
- b) Scanned copy of all parameters of **Profile of proposed Resources /Team** mentioned in the Technical Evaluation criterion.
- c) Scanned copy of all parameters of **Infrastructure** mentioned in the Technical Evaluation criterion.
- d) Scanned Copy of **Proposed Presentation of a roadmap for management of PR of IHB/NHDC and its evolution** as mentioned in Technical Evaluation criterion.

9.3 Financial Bid (Check List)

The following documents are to be self-attested and furnished by the Bidder as a part of Financial Bid as per the bid document (As applicable):

- a. Scanned Copy of Financial Bid provided in Form 5 of Bid Document

RFP- for Selection of PR Agency

Disclaimer

1. This RFP document is neither an agreement nor an offer by National Handloom Development Corporation Ltd (hereinafter referred to as NHDC) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. NHDC does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for NHDC to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by NHDC in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. NHDC will not have any liability to any prospective Applicant/ Firm/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of NHDC or their employees, any Advertising agency or otherwise arising in any way from the selection process for the Assignment. NHDC will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.

4. NHDC will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that NHDC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the services and NHDC reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. NHDC also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.
5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NHDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. NHDC reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website of NHDC.

Introduction

The Office of Development Commissioner for Handlooms, Government of India, Ministry of Textiles has engaged National Handloom Development Corporation (NHDC) Ltd., as the Implementing agency for promotion of India Handloom as a Brand for undertaking 360 degree **campaign** for promoting hand-woven **articles** in overseas and domestic Media Campaigns, participate in overseas and in domestic events and production of creative and publicity material under the „India Handloom“ brand line.

The primary objective of these campaigns is to develop a premium brand, promoting them as niche products based on high quality defect free, socially and environmentally compliant products.

NHDC under the umbrella of Office of DC (Handloom) intends to begin its campaign portraying the strengths of India Handlooms and hand wovens, highlighting the intrinsic craftsmanship and extraordinary skills. The campaign will use various media to generate a special market space and increase earning to the weavers.

NHDC proposes to appoint a Public Relation Agency for drafting an annual plan that will assist the integrated campaign of creating the Brand – “India Handloom Brand”. Build a PR platform to convey advocacy driven messages to bring aspirational value for “Handloom” to connect with youth: “A must-to-have wardrobe collection”. Set the perception about the brand around: Genuineness, Authenticity and Quality.

The detailed scope of services is provided in the Terms of Reference.

2. Objectives

Branding “India Handloom”

India has a long tradition of excellence in making high quality handloom products with extraordinary skills and craftsmanship which are unparalleled in the world. These products are not just cloth material or traditional wear but it is symbolic to the Indian culture, tradition and civilization. The handloom product basket consists of generic products of mass consumption to the high value added products of high reputation and demand. The intricate workmanship of the handloom products not only provides this segment a unique identity of its own but also guarantees its future success. Further, today, market demands a socially compliant defect free product, meeting the quality need of the socio-environmentally conscious consumers. Therefore, there is a need for focusing on the production of high value cloths of reputation, which are socio-environmentally friendly and defect free. Further, there must be continuous efforts for innovation and experimentation across regional weaves and fibers according to the fashion change for unique products to woo the niche market segment without compromising the social and environmental compliances. Such an effort will sustain development of the industry and also for substantial increase in the income of the artisans. These unique niche products needs to be promoted under “Brand India

Handloom” for generating a special market space and increased earnings to the weavers. Thus the Concept of *Brand India Handloom* is to brand the niche handloom products which are exclusively catering to the demand of the high end consumers.

Accordingly, the concept behind the program aims at

- Developing a premium brand for the India Handloom Products;
- Leverage on the contemporary and traditional designs;
- Assure quality and reap the benefit of reputation of the India handlooms;
- Providing an assurance to the customers on the defect free product of the sector;
- Producing a socially and environmentally compliant product as demanded by the modern consumers.

The firm should have a proven capacity to carry out the activities as listed above. PR programs and delivery mechanism based on requirements of NHDC would accordingly include inter-alia;

- i. Press Releases
- ii. Press Interviews:
- iii. Media Meetings:
- iv. Features article placement
- v. Regional Media
- vi. Vernacular Media - Magazines
- vii. Speaking opportunities such as roundtable conferences / lectures.
- viii. Electronic Channel Coverage
- ix. Press Conferences / Media briefing.
- x. News Desk Setting up the news and content desk for NHDC
- The agency is expected to have a close liaison with correspondents, reporters, editors, photographers, think – tanks, critics, trend - setters and other such opinion leaders

In this context, the Ministry of Textiles proposes to strengthen the visibility of the handlooms by promoting the BRAND INDIA HANDLOOM through PR, which will provide the much needed impetus for the marketability of the products.

SCOPE OF WORK-

Media Relations:

- **Press Conferences / Meets:** Interviews of Ministry/NHDC top brass with leading business publications and news channels/Features/Press Releases in strategic manner and proactively develop the theme/concept for press meets.
- Work out news releases, articles and other promotional initiatives targeting regional, local, national & international media.
- Develop time frame for insertions: time releases/media initiatives for sustained & high visibility at key centers and liaise with target media to bring out special reports on activities/events across electronic, print, outdoor, radio and digital media (including social media)
- Conceptualize and develop media & promotional strategy and suggest tools to execute the same.
- Develop a communications plan that conceptualizes and develops positive storyboards in respect of IHB/NHDC and showcase them at appropriate levels.

- Maximize publicity for the IHB/NHDC in regional & national media.
- Establish a 24 X 7 press office or as per the requirement of IHB/NHDC in case of special and big events & organizing the pre and post publicity for various events.
 - Managing media relations and networks and improving their interaction with the stakeholders.
 - Coordinating features and advertorials in leading national and business publications.
 - Disseminate and release news articles and columns on behalf of the IHB/NHDC.
 - Facilitate national media partnerships / alliances and manage crisis situations around the event.

Media Monitoring:

- Coverage on IHB/NHDC, competitive coverage, industry reports relevant to the travel & tourism sector.
- Provide reports of press clippings, TV news items from across key centers of North, East, North East, West and South regions.

Influencer/Opinion Leaders Outreach:

- Highlight the objectives, rationale and relevance of the programme in broader context, with a view to positively influencing opinion leaders in each of the relevant regions/cities by providing build up and support to IHB/NHDC participation in seminars, conferences and trade shows.

Digital PR:

- Develop a customized online PR strategy that would work in tandem with the traditional PR as well as Marketing & Sales activity to drive traffic to the official website, creative buzz for offline activities, tap into blogosphere discussion relevant to IHB/NHDC, enhance visibility of IHB/NHDC activities, within value rewarding online magazines, news portals and networking spaces.

Strategic Counseling and Spokespersons Training:

- Formulate key messages through messaging workshops and provide guidance in developing overall strategy.
- Monthly meetings and fortnightly conference calls between client and senior management to discuss campaign and review work.
 - To undertake media training at various levels to provide refresher modules for relevant spokespersons and organize basic communication, process flows and skills equipping media workshops for all access points within the organization.
 - In the event of unforeseen occurrences, which may have potential of creating negative perception about the IHB/NHDC, the communications agency will have to take proactive steps to help the IHB/NHDC representatives communicate effectively using various media vehicles and channels as deemed fit.

All of the above PR activities to be supported by Strategic Social Media.

Outreach Program which includes Facebook, Twitter, Youtube etc.

- Shall perform any other work related to the assignment as required and as identified during the course of assignment.
- At the end of the programme Media & PR agency to submit a consolidate report with details of all the activities done during the entire course of programme.

Quarterly Corporate magazine/communiqué highlighting quarterly activities of the Corporation would be published by the selected agency. Magazine may be e-form or in print version. In case print version is required, job of PR agency would be to perform and provide content in e-form through its creative divisions and printing job would be conducted by IHB/NHDC.

One or two exclusive persons /relationship managers needs to be deployed by successful bidder for handling PR relations of IHB/NHDC.

THE AGENCY SHOULD BE EQUIPPED TO PROVIDE A REPORTING STRUCTURE ALONG WITH MEASUREMENT TOOL TO EVALUATE IMPACT OF ACTIVITY.SUCH REPORTS SHOULD BE SUBMITTED AT THE END OF EACH MONTH.

Financial proposal: While preparing the Financial Proposal, Applicants are expected to take into account the various requirements and conditions stipulated in this RFQ – cum - RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all taxes associated with the Assignment. While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the Assignment shall be included in the Financial Proposal including unit costs wherever indicated in the scope of work mentioned. The payment to the agency however, would be made depending upon total number of units delivered as per the decision taken in this regard by NHDC subsequently. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the work order, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, excluding service tax, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Applicant shall be paid only service tax over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

- (iii) The Fixed Annual Fee will also cover the cost for providing one dedicated social media executive to be placed for the initiative and the charges of the same and the charges incidental thereto.
- (iv) Press release will be provided in English only and it shall be the responsibility of the PR Agency to get it in the vernacular language including Hindi without any cost and disseminated to media for coverage of the news in vernacular media.

The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFQ – cum - RFP.

Applicants shall express the price of their services in Indian Rupees only.

Overall Impact Assessment:

The selected agency will be responsible for conducting impact assessment from time to time to understand the response from citizens against various promotional activities. This may require primary research activities as well by physically conducting surveys of citizens. This activity will form the basis for revising the media plan if required. Further the selected agency shall take all the necessary actions emerging from the impact assessment exercise.

INVITATION FOR TENDER BIDS

NHDC invites online tenders from eligible bidders for Selection of PR Agency. Any bid received after the specified date and time of the receipt of bids prescribed in critical date sheet, will not be accepted by NHDC.

NHDC is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including holidays or delays. In case, the specified date of submission & opening of Bids is declared a holiday in Greater Noida/NCR, the bids will be received till the specified time on next working day and Eligibility / Technical Bid will be opened at specified time on that day. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

SUBMISSION OF BIDS: GENERAL TERMS AND CONDITIONS

All bids must be accompanied by Tender fee of Rs. 5,000/- (Five Thousand) and Bid Security (EMD) of Rupees 1, 00,000/- (Rupees One Lakhs only) in the form of Demand Draft (DD) from any of the Nationalized/Scheduled banks in favour of “**National Handloom Development NHDC Ltd**” payable in Greater Noida. Non-submission of

Earnest Money Deposit and Tender fee will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD of successful bidder will be returned on submission of the Performance Bank Guarantee of 10 % of annual contract value. Hard Copy of Tender Fee and EMD should reach the given address on or before Bid Opening Date & Time as mentioned in Critical date Sheet.

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

OPENING OF BIDS

- (a) If the bid opening day is declared a holiday, the Bids shall be opened at the appointed time and location on the next working day.
- (b) Technical Bids of only those Bidders shall be opened and evaluated who are found to be eligible as per the criteria laid down in the pre-qualification bid. **In doubtful cases** (where further documents or clarification are required to establish eligibility), **the NHDC in its discretion, may decide to open Technical Bid. However, such Bids can be rejected subsequently, if it is found that the Bidder has claimed eligibility on false grounds.**

EXAMINATION AND EVALUATION OF BIDS

Evaluation of Pre-Qualification Bid

- (a) Bidders need to fulfil all the pre-qualifications conditions mentioned
- (b) The technical bids of only the pre-qualified bidders will be taken up for further processing.

Abstract of Evaluation Process of Technical/Financial Bids

- (a) Technical and Financial Bids shall be evaluated based on scores allotted to these bids in a ratio of 70: 30 respectively, each being further examined based on the prescribed criteria as per the RFP. Final selection of the Service Provider shall be made based on the composite score obtained on both the Technical and Financial bids during evaluation process.
- (b) Technical bid will be examined based on criteria mentioned.

- (c) The NHDC may also seek additional information, visit to Bidder's site and/or arrange discussions with their professional, technical faculties to verify claims made in the Technical Bid documentation.
- (d) Technical evaluation of bidders shall be made on the basis of conformity to technical and operational requirements, and time schedule for execution of project.
- (e) All the bidders who secure a Technical Score of 70% or more will be declared as technically qualified. **The financial bids of only the technically qualified bidders will be opened for further processing.** It is, however, clarified that, subject to other provisions of this Document, every bidder will have to fulfill the minimum technical specifications laid down in the RFP for being qualified technically.
- (f) In order to assist in the examination, evaluation and comparison of Bids, the NHDC may at its discretion ask the Bidder for a clarification regarding its Bid. **The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.** However, while giving a clarification, a Bidder may offer a higher specification or model or higher level of service without any impact on Financial Bid to be opened subsequently. **An open discussion regarding technical and functional parameters quoted by various Bidders may also take place, if required.**
- (g) Financial bids of only those bidders will be opened whose technical bids are found to be responsive & acceptable to NHDC. Bidder's representative may attend the Financial Bid opening.
- (h) If Bid Security is not provided or is not given in the required format or is not of prescribed value, such technical bids will not be evaluated.
- (i) NHDC may at its discretion discuss with Bidder(s) available at this stage to clarify contents of financial bids.
- (j) If there is a discrepancy between the unit price & the total price, the unit price shall prevail and NHDC shall correct the total price. If there is a discrepancy between words & figures, the amount in words shall prevail. If the bidder does not accept the correction of errors, his bid shall be rejected.

CRITERIA FOR EVALUATION AND COMPARISON OF BIDS

Pre - Qualification Criteria

SNo	Minimum Qualification Criteria	Document
1	The agency must have earned a fee from PR services of Rs. 1 crore and above during 2013-14, 2014-15 and 2015-16 in each financial year	Supporting Documents
2	The net worth of the agency should be positive during each of the previous three financial years (2013-14,2014-15, 2015-16) along with 2015-16	Supporting Documents
3	The Agency shall not have been backlisted/ debarred by any Central/State Government/Public Sector Undertakings/Banks and not involved in any major litigation that may have effect or compromise the delivery of services required.	Supporting Documents
4	The Agency should be/should have been on the panel of at least 2 Public Sector Undertakings/ Corporates during f.y 2015 – 16. Agency with experience in Textiles, Fashions, Crafts, Handicrafts will be preferred.	Work orders to be attached as proof
5	The agency should have been in existence in India for more than 5 years with full-fledged office in Delhi with at least 15 employees. Agency should have presence on Pan India Basis. Minimum to 10 cities including the Delhi & Mumbai.so that PR plan can be executed at grass root level.	<u>Incorporation certificate .Address proof like Telephone,Electricity bill,Property tax receipt ,etc.-for ALL OFFICES-PAN INDIA</u>

Technical Evaluation Criterion (Total 100 marks)

Sr. No.	Criteria	Maximum Marks	Parameters	Public Relations (PR) Agency Score
A	Profile of the Applicant	40		

1.	Number of years of experience as Public Relations (PR) Agency in India as on 31-03-2016	15	1 yr to < 3 yrs: 5 3 yrs to < 5 yrs: 10 5 yrs to < 10 yrs: 12 10 yrs and above: 15	
2	Government Client (Govt. Departments/Central, State PSUs / Autonomous Bodies) as on the date of application.	7	1 to 3 clients: 3 3 to 5 clients: 5 More than 5 clients: 7	
3	Financial Services Sector/BFSI clients as on date of application	7	1-3 clients: 3 3 to 5 clients: 5 More than 5 clients: 7	
4	Fees per year attributed to PR activity of the Company during F.Y. 2014-15 ,and further years	11	50 Lacs < 1Cr: 3 1 Cr. to< 3 Crs: 5 3 Cr.to< 5 Crs: 7 5 Cr and above : 11	
B	Profile of Proposed Resources/ Team	15		

1	Project Manager	10	The person should have a experience of at least 10 years in PR Agency Master Degree = 7 Marks & Post Graduate Diploma/ Graduate with focus on digital marketing and/or marketing and/or journalism & mass communication = 3 Marks	
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2	Social media executive	5	The person should have an experience of at least 5 years in handling the social media Post Graduate Diploma/ Graduate with focus on digital marketing and/or marketing and/or journalism & mass communication = 5 Marks	
C	Infrastructure	20		
1	Pan India presence number of offices in different cities)	10		
3	Manpower resources available	10	20 to <30: 2 30 to <50: 4 50 to< 100: 6 100 and above: 10	
D	Presentation of a roadmap for management of PR of IHB/NHDC and its Evaluation should include :	25		
1	Strategy to enhance awareness and disseminate information regarding the	15	Based on presentation made	
	various policies, activities and schemes within the ambit of IHB/NHDC			
2	Innovative ideas and suggestions presented	10	Based on presentation made	
	Total	100		

EVALUATION OF FINANCIAL BIDS

- The Financial Bids of the technically qualified bidders will be evaluated.
- The Evaluation process proposed for Financial Bid will be based on the following formula for determining the Financial Score:

$$\mathbf{Sf} = 100 * \mathbf{Fm} / \mathbf{Fb}$$

Where **Sf** means financial score, **Fm** means lowest financial bid value among the financial proposal under consideration and **Fb** means financial bid value of the bidder under consideration.

SELECTION OF IMPLEMENTING AGENCY

This shall be based on the Quality and Cost Based Selection (QCBS) method where the Technical score (Tb) is given a weight of 0.7 i.e. (70%) and financial score is given a weight of 0.3 i.e. (30 %):

$$\text{Final Score of the bid} = (0.7 \times \text{Tb}) + (0.3 \times \text{Sf})$$

where Tb is the Technical Score and Sf is the Financial Score of the bidder under consideration.

The bid with the highest final score calculated in this fashion shall be considered as the best value bid. In case of a tie, the bid that scored a higher Technical score (Tb) will be considered the best value bid and ranked as R1. Similarly other bids will be ranked as R2, R3..... Rn.

AWARD OF CONTRACT

Commercial Proposals will be opened in the presence of the Respondents who choose to be present. All concerned will be informed individually. On acceptance of Proposal for awarding the contract, the NHDC will notify the successful Respondent in writing that their Proposal has been accepted.

NHDC reserves the right to accept or reject a proposal without assigning any reason thereof.

NHDC'S RIGHT TO VARY QUANTITIES

NHDC reserves the right to increase or decrease, on need basis, the requirements and duration of services originally specified in the RFP document at the time of award or subsequently during execution of the project.

NHDC'S RIGHT TO REJECT ANY OR ALL BIDS

NHDC reserves the right to reject any Bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

EXTENSION OF PERIOD OF VALIDITY

In exceptional circumstances, the Client may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder would be with mutual consent. The Bid Security provided shall also be suitably extended.

NOTIFICATION OF SUCCESSFUL BIDDER AND ACCEPTANCE BY SUCCESSFUL BIDDER

(a) Prior to expiration of the period of Bid validity, NHDC will notify the successful Bidder in writing that its Bid has been accepted by issuance of a Purchase Order – cum – Award Letter, subject to receipt of Performance Guarantee.

(b) Upon the successful Bidder's furnishing of Performance Security, NHDC will promptly notify all unsuccessful Bidders and will discharge their Bid security unless the same is forfeited.

CONTRACT PERIOD

The initial contract period will be for one year from the date of Final Acceptance and will be renewable subsequently, subject to satisfactory performance, on yearly basis for additional one year on same terms and conditions at the option of NHDC.

OTHER TERMS AND CONDITIONS

SUBCONTRACTS

The Agency as and when required may subcontract the work provided the intimation in writing of all collaborations be given to the NHDC's. However, such notification shall not relieve the agency from any liability or obligation under the contract. The Agency shall be solely responsible for the performance of sub-contractors appointed by it.

MODIFICATION AND WITHDRAWAL OF BIDS

The agency may modify or withdraw its bid after submission provided that the written notice of the modification or withdrawal is received by the NHDC before the deadline prescribed for submission of bids. Modification or withdrawal notice shall be prepared, sealed, marked and dispatched by the agency. A withdrawal notice may also be sent by

EMAIL/ FAX but followed by the signed confirmation copy by post or courier, **not later than the deadline for submission of bids**. No bid shall be modified subsequent to the deadline for submission of bids.

PRE BID CONFERENCE

NHDC shall organise a Pre Bid Conference from 3.00 PM on 13/04/2017 at Greater Noida. The bidders are requested to submit any questions (in the Form - 6) in writing not later than 5.00 PM on 12/04/2017. However, prospective bidders are free to raise their queries during the meeting and responses will be conveyed to all the prospective bidders by way of hosting amendments/ clarifications on the websites at www.nhdcltd.co.in and <https://eprocure.gov.in/eprocure/app> in accordance with the respective clauses of the RFP.

Queries can also be sent to Email: **tender@nhdc.org.in**.

AMENDMENTS IN DOCUMENTS

At any time, prior to the date of submission of Bids, the NHDC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective agency, modify bid documents by amendments. The amendments shall be notified in NHDC's website and these amendments will be binding on the agencies. In order to afford prospective agencies a reasonable time to take the amendment into account in preparing their bids, the NHDC may, at its discretion, extend the deadline for the submission of bids suitably.

PERIOD OF CONTRACT:

The period of Contract shall initially be for a period of 01 year between the NHDC represented by their Authorized official and selected vendor unless terminated by the NHDC by serving 90 days prior notice in writing to the vendor / selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor.

However, after the completion of initial period, the contract may be extended for such further period as would be decided by the NHDC on the same terms and conditions as mentioned herein save and except the rate(s), which will be mutually determined by the parties.

TERMINATION

By the client: The Client may terminate this Work order, written notice of termination to the Agency, to be given after the occurrence of any of the events specified in this clause:

- a) if the Agency do not remedy a failure in the performance of their obligations under the Work order, after being notified or within such further period as the Client may have subsequently approved in writing;
- b) if the Agency become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services.
- d) if the Agency fails to comply with any final decision reached as a result of

arbitration proceedings pursuant to relevant clauses hereof;

e) If the Agency submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;

f) if the Agency, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work order;

g) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Work order.

Payment upon termination: Upon termination of this Work order, the Client will make the following payments to the Consultants:

a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;

b) If the Work order is terminated or the Agency shall not be entitled to receive any agreed payments upon termination of the Work order. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum meruit as assessed by it, in its sole discretion, if such part is of economic utility to the Client.

Disputes about Events of Termination: If either Party disputes Termination of the work order under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Work order shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

Obligations of the Agency

General:

- The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Agency shall always act, in respect of any matter relating to this Work order or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the
- Client's legitimate interests in any dealings with Sub- consultants or third parties.
- Documents Prepared by the Agency to be the Property of the Client: All designs, reports, other documents and software submitted by the Agency pursuant to this work order shall become and remain the property of the Client, and the Agency shall, not later than upon termination or expiration of this Work order, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Agency may retain a copy of such documents and software. Restrictions about the future use of these documents and

software, if any, shall be specified in the SC.

Obligations of the client

- **Assistance and Exemptions:** the Client will use its best efforts to ensure that the Government will provide the Agency with work permits and such other documents as necessary to enable the Agency to perform the Services.

CONSEQUENCES OF TERMINATION:

In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], NHDC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by NHDC, the Vendor herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as NHDC may specify including training, where the successor(s) is a representative/personnel of NHDC to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of NHDC to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to NHDC under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

PAYMENT TERMS:

- .1 Advance payment will not be considered.**
- .2** The payment to the Agency would be made on monthly basis against satisfactory execution of monthly work plan as decided in beginning of each quarter. The Agency will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of each quarter, for necessary settlement. The invoices should be submitted along with complete details of the work undertaken during the quarter, supporting documents and bills as well as copies of the Public Relation (PR) and publicity material designed / produced during the month, for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every quarter.

- .3 The final payment shall be released only after completion of the required work for the year and on submission of a statement of work having been executed as per the requirements detailed in the RFP Document, or communicated subsequently by “NHDC”.
- .4 The Service Tax/ VAT shall be paid as applicable.
- .5 For facilitating Electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.
- .6 Currency: The price is payable in local currency i.e. Indian Rupees.
- .7 Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this work order.

FORCE MAJEURE:

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or NHDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and legal embargos.
3. Terrorist attack, public unrest in work area.

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The selected bidder or NHDC shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination.

Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The NHDC 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

reason whatsoever and without thereby incurring any liability to the affected agency or agencies on the grounds of NHDC action.

ASSIGNMENTS

The Agency agrees that the Agency shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including Agency's affiliate without the prior written consent of the NHDC.

If the NHDC undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this tender shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Agency under this tender.

GENERAL CONDITIONS

(i) The general condition shall apply in contracts made by the NHDC for availing the services of empanelled agency.

(ii) The agency selected shall abide by all relevant rules and regulations of the Government as issued from time to time and also to obtain all licenses, consents and permits, as may be required for the delivery / performance of the services from time to time. The Agency shall abide by all code of the Advertising Agencies Association of India (AAAI), Indian Newspapers Society (INS) and The Advertising Standards Council of India (ASCI) and shall maintain the highest standards of advertising principles. Agency shall keep informed the NHDC about any change in accreditation status of the agency with INS, IBF, Doordarshan, AIR etc.

(iii) All rights for reproduction, editing and future use of the creative layouts accepted for release and/or released by the NHDC shall be with the NHDC unless otherwise stated explicitly & agreed by the NHDC's at the time of accepting the layout. The agency shall indemnify the NHDC against any third party claims of infringement of patent, copyright, trademark or industrial design, intellectual property rights arising from use of any design/model if any under the scope of contract including all legal and court costs and expenses, court awarded damages/compensation, out of pocket expenses etc incurred by the NHDC.

(iv) In the event of any actions being contemplated or instituted against the NHDC, for alleged infringement of any intellectual property right or other statutory or common law rights, the NHDC reserves the right to cancel immediately its contract or part thereof yet to be undertaken and the Agency shall compensate / repay the NHDC any of the commission already paid to the Agency or any other loss that might be incurred by the NHDC.

(v) The NHDC through its authorized officers shall have right to inspect the services regarding conduct of PR services for the NHDC. Should any inspection point to the need of improvement, the necessary alteration shall be incorporated free of cost by the agency.

(vi) NHDC reserves the right to disqualify such agencies who have a record of not meeting contractual obligations against earlier contracts entered into with the NHDC.

(vii) NHDC reserves the right to blacklist an agency for a suitable period in case the agency fails to honour its bid without sufficient grounds.

(viii) The Selected agency shall ensure secrecy of related brief, other data which is shared, its findings & recommendations etc. The agency or their personnel shall not disclose any confidential information pertaining to the NHDC which are disclosed to them during the course of briefing or any discussion or acquired by the agency, which is available with the NHDC as a result of any study or surveys commissioned, to any third party without prior permission of the NHDC.

(ix) The selected agency shall ensure proper typography and lay out for each advertisement so that minimum space will be spent as far as possible.

(x) In case NHDC desires the advertisement or other services to be published/ broadcasted in any other regional languages, free translation of advertisement text from English to regional languages shall be done by the agency free of cost and vice versa.

(xi) It shall be obligatory on the part of agency to share the sources of secondary data, primary data, NHDC's interviews/questionnaires etc. and any other items, which are not proprietary property of the agency.

(xii) Tender Fee (Non-refundable) of Rs.5,000/-(Rupees Five Thousand Only) in form of Demand Draft favoring "National Handloom Development Corporation Ltd" payable at Gr. Noida is to be submitted along with the application. The Earnest Money Deposit (EMD) for the application related to selection of Agency shall be Rs. 1, 00,000/- (Rupees One Lac only) payable by Demand Draft "National Handloom Development Corporation Ltd" payable at Gr. Noida is also to be submitted along with the application. The EMD shall be refunded to the unsuccessful Agencies. Application submitted without Tender Fee & EMD will not be entertained.

(xiii) The Agency selected shall not use the name of the NHDC or its logo to promote their business without prior permission from the NHDC.

(xiv) All advertising material to be released should be duly approved by the Competent Authority (ies) of the NHDC. The NHDC shall make every effort to put instructions and approvals in writing. Where those are conveyed orally, agency shall require to get it confirmed immediately from the NHDC at its Corporate Office, in writing to avoid disputes.

(xv) Arrangement/Procurement of image/human faces/characters/insignia etc for the purpose of utilizing them in Advertisements(s) shall be the responsibility of the Agency/Company. NHDC shall not pay anything for such things. No dispute can be raised against the NHDC in such matters by the agency or any third party. The agency shall be solely responsible for compensation etc, if any, imposed by any court or Forum in any such matter.

CONTACTING THE NHDC

No agency shall try to influence the NHDC on any matter relating to their bid, from the time of the bid opening till the time the contract is awarded. Any effort by an agency to influence the NHDC in bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

SETTLEMENT OF DISPUTE BY ARBITRATION

Any disputes and difference of any kind, whatsoever, arising out of or in connection with this contract or carrying out of the services, shall be settled amicably. If however, the parties are not able to resolve any dispute or difference amicably, the same shall be referred for arbitration in accordance with the provisions of Arbitration & Conciliation Act 1996 and any reenactment (s) and or modification(s) thereof and of the rules framed there under. The venue for the arbitration shall be New Delhi.

GOVERNING LAW

This document and services hereunder shall be governed by and construed and enforced in accordance with the Laws of India and only the courts in New Delhi shall have exclusive jurisdiction for any dispute arising out of as in relation to this tender.

Form 1

Pre-Qualification Proposal Submission Form

[Location, Date]

To

RFP dated [date] for selection of

Dear Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Applicant].

We understand you are not bound to accept any Proposal you receive.

Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on

any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.

6. We declare that:
 - a) We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
 - b) We do not have any conflict of interest in accordance with the terms of the RFP;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
 - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Applicants.
8. We declare that we are not a member of any other Consortium/JV applying for selection as a Agency.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.

11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Creative Agency or in connection with the selection process itself in respect of the above mentioned Project.
13. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
14. We agree to keep this offer valid for 90 (Ninety) days from the PDD specified in the RFP.
15. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
16. The Technical and Financial Proposal is being submitted in a separate cover. This Pre- Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory: Name of

Firm:

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charge)

Form 2

Format for Power of Attorney for Authorized Representative

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as Creative Agency for [name of assignment], to be developed by NHDC (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until accepting the work order with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in ‘yyyy’ format].

For [name and registered address of organization] [Signature]
[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of Witness]

Accepted

Signature] [Name]

[Designation] [Address]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the

executants(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate

□

Form 3

Self-Declaration

Date :

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

This is to certify that our Agency i.e. M/S _____

Is not blacklisted by any Public Sector, Pvt. Sector, Scheduled Commercial Bank, PSU, Financial Institution, Central Govt., State Govt., RBI, or any other Corporate or regulatory authority.

Does not owe any overdue money to any publication/ TV Channel/Radio/Digital Media/ any other media for more than 90 days

Does not have any legal, civil, criminal, taxation and other cases pending against it that may have an impact affecting or compromising the delivery of services required. Further, we undertake that the Agency shall itself, for the activities like posters, photographs, exhibitions, TV/ Radio Jingle, Web/ CD based production etc. or any other services as desired by the NHDC, use only authorised captions, images, footages etc for the NHDC's work and shall indemnify the NHDC's for any losses or damages and including litigation, if any, arise due to use of such products/ materials for NHDC's marketing activities. Further, we agree to abide by all the terms and conditions mentioned in the document floated by the NHDC's for empanelled of Advertising Agencies.

(Authorised Signatory with seal)

Name:

Designation:

Date:

Form 4

Technical Proposal Submission Form

[Location, Date]

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

RFP dated [date] for selection of

Dear Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the applicant].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFP.

We understand you are not bound to accept any Proposal you receive.

Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the , and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.

6. We declare that:
 - a) We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;

 - b) We do not have any conflict of interest in accordance with the terms of the RFP;

 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and

 - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Creative Agency, without incurring any liability to the Applicants.

8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.

10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Creative Agency or in connection with the selection process itself in respect of the above mentioned Project.
12. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
13. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
14. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory: Name of

Firm:

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charge)

Form 5

Financial Bid

Item	Cost for One Year	
	Amount in words	Amount in figures
Costs of Financial Proposal (including all other taxes)		
Service Tax		
Total cost of Financial Proposal (including service tax)		

Form 6

Format for Seeking Clarifications, Submitting Queries / Suggestions for the Pre Bid Conference

Name of the Company:

Name of the Concerned Person:

S.No.	Reference No. of the RFP	Clause/ Section of the RFP	Page No	Query / Suggestion

Name and Signature
Of the Bidders Representative

Annexure - I

Instructions to Bidders for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

1. REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail

in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids. RFP- For Appointing Survey Agency

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the

number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive RFP- For Appointing Survey Agency fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120-4001002.