NATIONAL HANDLOOM DEVELOPMENT CORPORATION LTD. राष्ट्रीय हथकरघा विकास निगम लिमिटेड (A Government of India Undertaking) भारत सरकार का उपक्रम Wegmans Business Park, 4th Floor, Tower-1, Plot No. 03, Sector Knowledge Park - III Surajpur Kasna Main Road, Greater Noida - 201306, CIN No: U17299UP1983GOI005974

TENDER DOCUMENT FOR PRODUCTION OF SHORT FILM / DOCUMENTARY ON HANDLOOMS

National Handloom Development Corporation Limited (NHDC) invites tender for documentary film on the subject "Handloom of different varieties / regions of India" in UHD (4K Ultra High Definition) digital format through independent film makers. These films should be of suitable quality is screen in theatre.

2. All interested independent filmmakers may submit their tender, duly completed in all respects with the following documents in a separate sealed cover super-scribed as Tender for documentary Film on different region of "Handlooms" addressed to the Managing Director, NHDC, 4th Floor, Wegmans Business Park, Tower-1, Plot No. 03, Sector Knowledge Park – III, Surajpur Kasna Main Road, Greater Noida – 201306.

PLACE OF SUBMISSION OF BID:

Tender Box National Handloom Development Corporation, Wegmans Business Park, Tower 1, 4th Floor, Sector Knowledge Park – 3, Surajpur Kasna Road, Greater Noida – 201306 Phone No. – 0120-2329600

Bid will be opened and evaluated in presence of all bidders as per the critical date sheet

CRITICAL DATE SHEET :

Schedule :

S. No.	Particulars	Date
1	Date of Issue of Tender Document	26/05/2022
2	Starting Date and Time for Submission of Bid/Tender	26/05/2022
3	Last Date and time for submission of Tender	10/06/2022 at 11.00 AM
4	Date of Opening of Tender	10/06/2022 at 12.00 PM

3. GENERAL CONDITIONS:

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

- a) PAN Card Copy
- b) GST Registration Copy
- c) Bidder should not be black-listed or barred or disqualified or penalised by any regulator or statutory body/Public /Private etc. for similar kind of assignment An undertaking certifying non-blacklisting should be submitted.
- d) Producers shall be required to submit copies of income-tax returns of last two year with PAN number.
- e) Biodata of the key persons of creative team.
- f) Awards won if any.
- g) Biodata along with address for communication which includes Pin Code No., City, Phone No., Mobile No., email address, as in Annexure I
- h) Year-wise details of documentary films made during the last three years.
- i) Synopsis (100 words) and treatment (300 words) of proposed film. The treatment should briefly define the content in the form of topic that the film will deal with. It should also indicate broadly the techniques to be used like voice over, music, interviews, candid shots, graphics etc.
- j) Reference visuals of the film proposed by the Directors of approx. 03-05 minutes.

Bidders must submit the above mandatory document along with bid.

- 4. The tenders received after the closing date and time will not be considered under any circumstances.
- **5.** The film is to be completed in all respects and submitted to NHDC within 30 days from the date of signing of Agreement.

Procedure for selection and other terms and conditions are as follows:

A. Eligibility Criteria

- a) The Production Company / Agency should have been in existence for a minimum of Three years. Proof of same to be submitted along with the technical bid.
- b) The Production Company / Agency should have prior experience of making film on handloom and the work order to be submitted along with technical bid.
- c) The Production Company / Agency should have a well-trained in-house production team. Proof of the same to be submitted along with the technical bid.
- d) The Production Company / Agency should have turnover of **Rs.50.00 Lacs** for each of the last two financial year (2019-20, 2020-21). A certificate from the Chartered Accountant clearly specifying the turnover for each year must be submitted in this regard.
- e) Copies of Articles of Association (in case of registered firm). Bye laws and certificate of registration (in case of registered cooperative societies). Partnership deed (in case of partnership firm) should be submitted along with the technical bid.
- f) The Production Company / Agency should have research & data of the specified handloom variety quoted.
- g) The bidder must submit a self certificate that it has not been blacklisted by any Govt. agency since its inception.

B. Documentary films / Docu-drama films: -

- a) The producers/ production agencies should have a minimum net worth of 3 lakh to be considered for Documentary films/ Docu-drama produces.
- b) Professional experience of having produced at least 5 documentary films or episodes of Docu-drama productions in past 5 years.

C. Advertisement Spots / Jingles: -

- a) The producers/production agencies should have a minimum net worth of Rs. 1 lakh to be considered for advertisement spots/jingles.
- b) Professional experience of having produced at least 10 advertisement spots/jingles (out of which at least 5 should be video spots/ jingles) in last 5 years. Out of total 10 spots/jingles at least 5 advertisement spots/jingles should have been done for clients other than DAVP.

D. Submission of Tender Fee and EMD.

The non-refundable tender fees of Rs.2,000/- (Rupees Two Thousand only) and Rs.3,00,000/- (Rupees Three Lakh only) towards EMD, must be submitted in the form of Demand Draft drawn on a scheduled commercial bank in favour of **National Handloom Development Corporation Ltd.** payable at Greater Noida, may be placed in an envelope. The envelope should be sealed and superscripted "**Tender fee and EMD for Production of Documentary film on Handlooms for NHDC**".

E. Guidelines for Submission of Bids:

Interested agencies with requisite experience, may submit required documents in two packets (Technical and Financial packets) as per given details below:

a) Technical Bid

The agency must submit all required documents for the above assignments along with the technical expertise, experience, proof for similar assignment handled in the past and other relevant details as a part of technical bid along with the format **Annexure II**.

S/N	Evaluation Criteria	Maximum Marks
1	Past Experience (Spl. in Handlooms)	15
2	Quality of past work	07
3	Production infrastructure (In house editing studio and audio posting facility)	10
4	Experienced Manpower	07
5	Experience in local region	03
6	Technical presentation (film, sound clips, model etc.)	25
7	Recipients of Award from various apex professional bodies	03
	Total Marks	70

ABSTRACT OF EVALUATION PROCESS OF TECHNICAL

b) The detail of evaluation process is as follows:

a) Bidders secure 50 Marks and above in technical evaluation will be declared as empanelled agency.

- b) No changes/clarification by tenderer shall be entertained or allow during the opening of bid. It should be also clear that NHDC has no authority to reject any tender at the tender opening stage, if bidder submitted all the requisite documents.
- c) The technical bid will be analysed and evaluated, based on which Technical Score shall be assigned to bid on the basis of parameters mentioned above.
- d) The marks awarded by the Selection Committee would be based on the criterion of defined technical bid. No plea of reconsideration of the same shall be considered/ entertained.

F. Bid Validity

The bid must be valid for the **period of 180 days** from the date of tender opening for placing in the work order.

G. Procedure for opening the bids.

- a) NHDC shall open the technical packets on date and time as mentioned in this document, the technical bids of only those bidders whose tender fee and EMD drafts are found to be in order will be technically evaluated. Bidder's representative can remain present during the bids opening process.
- b) Financial Bids of only technically shortlisted bidders will be opened on a date and time duly notified to them. One of their representatives can remain during the financial bid opening session.

H. Procedure for Selection

- a) The tender shall be scrutinized by a Preliminary Screening Committee (PSC) NHDC based on submitted concept and synopsis.
- b) The applicant will be given an opportunity to pitch his project before the PSC. At the time of screening.
- c) If a proposal is approved by PSC, the film maker will be asked to come for a pitching session with the Final Selection Committee (FSC) subject to COVID protocol. NHDC will reimburse to and fro railway fare for travel by 2nd AC for the Director of the film or any one of his authorised representatives if the pitching is not on a virtual platform.
- d) The Final Selection Committee will make recommendations based on criteria such as idea, treatment and the profile of the film makers and his team. The Selection Committee will indicate / recommend the duration, budget, and time for completion of the project as a part of its recommendations.
- e) On the recommendation of the Selection Committee, will assign the film to the applicant. All expenses for this purpose, and for the preparation of documents and prototype short film will be borne by the bidders.
- f) The bidder may be asked to design and develop a prototype of short film to establish their capability to the Technical Evaluation committee.
- g) The MD, NHDC shall exercise the powers to reject any or all the proposals without assigning any reasons thereto or accept / assign the film to any person whose proposal has been received or any person otherwise, without assigning any reason whatsoever and his decision in this regard is final and binding.

I. Selected bidder with NHDC

The selected bidder shall perform the assignments and carry out their obligation with due diligence and efficiency, in accordance with generally accepted techniques and practice used in the industry. It shall employ appropriate advanced technology and safe and effective equipment's, machineries, materials, and methods. NHDC reserves the right to inspect the performance of the bidder prior to commencement or in between the work progress. The inspection may cover all areas related to the assigned work order, especially methodology, manpower, infrastructure etc. NHDC reserves the right to cancel the work order issued to the bidder at any time including the time after the completion of the assigned work without assigning any reason. In case the work order is cancelled than the cost incurred will be borne by the bidder and under no circumstances the bidder shall be eligible for any payment or damages from NHDC.

J. Payment Term

- a) Payment will be made only after satisfactory completion of work as determined by NHDC.
- b) Payment shall be subject to deduction of any amount for which the bidder is liable as per the penalty clause of this tender document, further all payments shall be made subject to deduction of the TDS (Tax deduction at Source) as per the Income Tax Act, 1961 and any other law of taxes and/or, for the time being in force.

K. Penalty Clause

- a) The successful bidder shall not refuse to accept NHDC work order under any pretext. The work order can be collected from NHDC office or if convenient to the bidder, it can be mailed to them. The bidder shall start the work within 7 days of the date of the work order.
- b) For three recurrences of default in the discharge of service obligation, NHDC would be free to forfeit the defaulting bidder's security deposit, revocation of bank guarantees and/or termination of the contract for default.
- c) If at any time during performance of the work order, the bidders encounter condition impeding timely performance of the ordered service, the bidder shall promptly notify NHDC in writing of the fact of the delay, its likely duration and its cause (s).

L. Medium:

a) Film is to be shot in 4K Ultra Hi-Definition digital video format with 66-85mbps recording bit rate and 4:2:2 colour depth with world class production and technical values.

M. Language:

a) The film is to be produced with commentary if any in English or Hindi language. The interviews / dialogues / talkie in any regional language should be subtitled in English.

N. Agreement:

- a) An agreement in prescribed format shall be executed between NHDC and the applicant whose proposal in accepted. The agreement shall contain inter-alia, details of duration, format, language, cost, schedule for release of funds, schedule for various stages of film making and final material to be submitted to NHDC on completion of film. The amount assigned for the film will be inclusive of all taxes which the film makers may have to pay, such as Service Tax, VAT, GST etc. to the Government.
- b) Copyright, marketing, and all other rights of film produced under the Agreement shall vest with NHDC.
- c) The film is to be completed within 30 days from the date of signing of the Agreement. The production of the film will be strictly governed by the terms and conditions contained in the Agreement that the producer must enter into with NHDC.

O. Special Clause

- a) NHDC shall have the sole rights to the master copies of the film and the edited short film as producer. However, for screening of non-commercial purpose or film festival, etc. The director / production company can do so with permission of NHDC.
- b) Managing Director, National Handloom Development Corporation Limited (NHDC) is authorized to reject any or all offer without assigning any reason thereof.

P. Corrupt And Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Consultants/Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution; and
- b) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of NHDC and includes collusive practice among consultants (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive NHDC of the benefits of free and open competition.

Q. It also be noted that: -

- a) Proposal received without the complete set of required documents referred above and after due date will not be considered.
- b) The department shall not be responsible for delay, loss, or non-receipt of application through Post/Courier.
- c) Necessary Income-Tax will be deducted at source as stipulated under the provision of Section 194-C of the Income-Tax Act, from the payments to be made to the Producer.
- d) Any disputes arising out of the tender notice, process and finalization of this bid shall be subject to jurisdiction of the High Court of Allahabad, Prayagraj.
- e) The film maker will have to indemnify NHDC against any damages resulting from violation of any copyright or intellectual property right or any law in force for breach of condition that may form part of festival / screenings.

R. Tender Document

- a) The Tender Document can be downloaded from <u>www.nhdc.org.in</u> website.
- b) E-mail queries can also send to tender@nhdc.org.in

S. Rejection of Tender

Tender will be automatically stand cancelled if any undue influence or canvassing for selection is made by the bidder.

(.....) _____

<u>Bio-data</u>

<u>Annexure – I</u>

Technique used	:	
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Treatment (300 words)	:	
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Synopsis of film (100 words)	:	
Name & Subject	:	
Region / Handloom Type	:	
Previous film made on Handloom	ı:	
Phone No.	:	
Email Id	:	
Address	:	
Name of Director	:	
Name of Producer	:	

Sign & Seal of the Bidder Date:

<u>Technical Bid</u>

<u>Annexure – II</u>

Name of Production Company	:	
Name of Director	:	
Registered Address	:	
Email Id	:	
Website	:	
Contact person	:	
Phone No.	:	
Status of Applicant	:	
(Partnership firm, Pvt. Ltd., etc.)		
Balance Sheet of last Two Year	:	
Total Turnover of Last two Years	:	2020-21
in Rs. as per CA Certificate		2019-20
Total Experience	:	
PAN Number	:	
GST Number	:	
Copy of Memorandum	:	
Previous film made on Handloom	ı:	
Region / Handloom Type	:	
Name & Subject	:	
Technique used	:	

Sign & Seal of the Bidder Date:

Form – 1

DECLARATION REGARDING SUBMISSION OF BIDS WITH ACCEPTANCE OF TERMS & CONDITIONS:

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

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. RFP/SHORTFILM/2022-23/001] regarding the empanelment of agency for Production of Short Film / Documentary on Handlooms.

I declare that all the provisions of this RFP Document are acceptable to my Firm/Agency. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours very truly,

Signature			
Name	:		
Designation	:		
Company	:		
Address	:		

Note: - Copy of authorization by competent authority in the bidder's company pertaining to not only this form but entire bid should be enclosed.

Form - 2

INTEGRITY PACT:

(Format for Affidavit) (On the letterhead of the Agency duly stamped and signed)

TO WHOMSOEVER IT MAY CONCERN

This is certify that our Agency:

- 1. Does not owe any money beyond 60 days to any other agency.
- 2. Has not been blacklisted/de-listed by any of the Central /State Government /Public Sector Undertakings/Public Sector Banks/any regulatory institution in the past 3 years.
- 3. Does not have any legal, civil, criminal, taxation and other cases pending against the Agency that may have an impact affecting or compromising the delivery of services required.

(AUTHORISED SIGNATORY)