



**National Handloom Development Corporation Limited
(A Government of India Undertaking)
Registered office: Wegmans Business Park, Tower 1, Plot
No. 3,
Sector Knowledge Park – 3, Surajpur Kasma road,
Greater Noida – 201 306**

LIMITED TENDER ENQUIRY

FOR

**PROVIDING INFRASTRUCTURE WORK, INCLUDING SECURITY
SERVICES, MAINTENANCE WORK FOR SARI WALKATHON AND
SPECIAL HANDLOOM & HANDICRAFT EXPO AT MUMBAI**

NOTICE INVITING TENDER

NHDC invites Limited Tender to apply for providing "Infrastructure works, Security Services and Maintenance for Sari Walkathon and Special Handloom & Handicraft Expo at Mumbai and intends to select the agency/firm through competitive bidding process in accordance with the procedure set out herein.

Only the Parties capable of providing infrastructure material of Octonum System and having good experience of executing similar type of work for Govt. Organisation, Trade Fair etc are eligible to apply.

Tender documents may be downloaded from official website <https://www.nhdc.org.in/Tenders.aspx>.

Submit your proposals on eprocure.gov.in latest by 25th May 2023, 9:00 AM

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

GENERAL CONDITIONS:

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

- a. PAN Card
- b. GST registration
- c. Bidder should not be black-listed or barred or disqualified or penalized by any regulator or statutory body/Public /Private etc. for similar kind of assignment - An undertaking certifying non-blacklisting should be submitted.
- d. Bidders must submit the above as mandatory document along with bid.

CRITICAL DATE SHEET :

S. No.	Particulars Details	Date
1	Date of Issue of Tender Document	20/05/2023 at 09.00 AM
2	Starting Date and Time for Submission of Bid/Tender	20/05/2023 at 09.00 AM
3	Last Date and time for submission of Tender	25/05/2023 at 09.00 AM
4	Date of Opening of Tender	26/05/2023 at 09.00 AM

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

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

Date:

To,

M/s -----

OBJECTIVE:

Conceptualising, designing, fabrication and branding of pavilion & stalls and providing security services for Special Handloom Expo to be conducted at Handloom Haat, Janpath, New Delhi.

PLACE AND PERIOD OF EXHIBITION:

Sl. No.	Type of Event	Places	From	To	Remark
1	Special Handloom & Handicraft Expo	Mumbai	02-06-2023	04-06-2023	Agency should prepare the Venue as per scope of work on or before 01/06/2023 at 2.00 pm.

SELECTION OF BIDDER:

Bidder, who quotes the lowest rate in the exhibitions, shall be treated as L1 rates same shall be declared as an agency for providing the tender services. NHDC Ltd. reserves the right to accept or reject any bid (at any stage) submitted by the bidder without assigning any reason.

USE OF BID AND INFORMATION:

- a. This document has been prepared solely for getting financial quote from agency empaneled with NHDC for providing Infrastructure works, Security Services and Maintenance for Exhibitions at Mumbai. This document is not a recommendation, offer or invitation to enter into contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between NHDC and any successful Bidder.

- b. While this document has been prepared in good faith, neither the NHDC nor any of its employees make any representation or warranty or shall have any responsibility whatsoever in respect of this document. Any liability is accordingly and expressly disclaimed.
- c. This document is meant to provide information only and upon the express understanding that the Bidders will use it only for the purpose set out herein.

NHDC RIGHT TO REJECT ANY OR ALL BIDS:

NHDC reserves the right to reject any or all the bids without assigning any reasons thereof without thereby incurring any liability to the Bidders or any obligation to inform the affected Bidders on the grounds for the NHDC action or without assigning any reasons, whatsoever. The decision of NHDC shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.

CLARIFICATION/MODIFICATION:

- a. NHDC may be notified of any omission / discrepancy in the tender before the closure of bid. If required, the NHDC may thereafter modify the document. The modified document would be hosted on the NHDC. Any subsequent modification in the dates/timelines will be at the discretion of the NHDC.
- b. NHDC also reserves the sole right for carrying out any amendments/ modification/changes including any addendum to this tender. Such amendments / modifications / changes including any addendum to this tender shall be notified on the NHDC website www.nhdc.org.in and these will be binding on the Bidders.
- c. NHDC reserves the sole right to cancel the tender at any stage without assigning any reason.
- d. Before tendering, the Bidders are requested to carefully examine the Tender / Bid Documents, Terms & Conditions of Assignment, Specifications and if there is or appears to be any ambiguity therein, they should immediately refer the matter to NHDC, for clarification.

DELAYS OF BID:

Any Tenders / Bids received by NHDC after the deadline for submission of tenders prescribed by NHDC will be summarily rejected. NHDC shall not be responsible for any delay or non-receipt/ non-delivery of the documents.

SUBMISSION OF BID:

All submissions, including any accompanying documents, will become the property of the NHDC. The Bidder shall be deemed to have licensed, and granted all rights to the NHDC to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders and to disclose and/or use the contents of the submission as the basis for any resulting process, notwithstanding any copyright or other intellectual property right of the Bidder in the submission or accompanying documents.

LANGUAGE OF BID

All correspondence and other documents to be exchanged by the parties shall be written in the English language. The version written in English language shall govern its interpretation.

BID VALIDITY PERIOD:

Bid will remain valid and open for evaluation according to their terms for a period of at least 180 days from the bid opening date. NHDC shall also have the right at its sole and absolute discretion to continue the assignment/contract with the successful Bidder for future requirements on the rates finalized in this processing for various items/activities as described in the financial bid, or at the price negotiated thereafter, after expiry of current assignment period. In exceptional circumstances, NHDC may solicit the Bidder's consent to an extension period of validity.

GENERALS:

- a. In case of any dispute or differences, breach & violation relating to the terms of the contract, the said matter or dispute, differences shall be referred to CA, NHDC for arbitration, who himself or any other person appointed by him will work as sole arbitrator and the award of the arbitrator shall be final and binding on both the parties.
- b. The Corporation reserve the right to reject any or all tenders and award the remaining work to any other contractor without assigning any reason. Conditional tenders in any form, whatsoever shall be liable to be rejected outrightly.
- c. The Corporation shall be entitled to cancel the contract, if it is found that there has been any breach of condition of the contract and/or the work is found to be unsatisfactory. The Contractor in such cases will not be entitled for making any claim/compensation. The Corporation is entitled to forfeit the Security money and the contractor may not be considered for award of any similar contract in future.
- d. The Corporation has a right to cancel one or more or all events at any moment without assigning any reason what so ever or change the date of the events/contractor for any event. No compensation at all against such losses if any, will be given to the Contractor for the events concerned.
- e. The rates of all items of work shall include cost of all labour, transportation, octroi and all type of taxes including GST etc.
- f. The Corporation shall be entitle to cancel the contract, if it is found that there has been any breach of condition of the contract and/or the work is found to be unsatisfactory. The Contractor in such cases will not be entitled for making any claim/compensation. The Corporation is entitled to forfeit the earnest money and the contractor may not be considered for award of any similar contract in future.

SCOPE OF WORK:

1. The selected bidder would use ethnic elements and items for ambience creation. The agency/Firm would be required to give Ethnic look to the ambience inside the exhibition area matching the theme of 'Exhibition. Only new/fresh items to be used.
2. The selected bidder would be responsible for designing and creation of theme based stalls during the exhibition.
3. The lay out plan and design including welcome gate and material to be used will have to be approved by NHDC beforehand.
4. It shall be the responsibility of the selected bidder to arrange for man power, material and necessary expertise for executing the work including the security personnel. The pavilion & stalls will make ready by agency/firm one day before the commencement of exhibitions.

5. The selected bidder would be responsible to hand over the site thoroughly neat and clean to the land owning agency by the last evening of the event.
6. The selected bidder has to ensure that the stalls are constructed in such a way so that there is ample movement space for the public and in case of any untoward incident the visitors can be evacuated as early as possible.
7. The selected bidder would be required to coordinate with the Managers/Incharge of the land/place owning agency and must take their permission while setting up stalls etc. So that there should be no interruption in smooth running of the show.
8. The selected bidder would be required to tie up with the MC, Local Police, Traffic Police etc, so that the work of exhibitions can be executed smoothly. All the permission/Licenses along with the expenditure involved in getting these Permissions/Licenses from Local Fire Service, Labour Department, Licensing Branch, Local Police, Local Traffic Police, Health Department, MC like horticulture, Enforcement, electricity, civil etc. would be the responsibility of selected bidder.
9. It would be the responsibility of the selected bidder to arrange for sufficient number of dustbins, fire extinguishers, chair, tables, canopies, during the event, exhibition should be manned by adequate support staff, water proofing of stalls, round the clock fool proof security with required gadgets, cleanliness, etc.
10. Provision for cooking area behind every food stall has to be created with water facility/ dustbin etc.
12. The selected bidder has to ensure that the whole complex is properly lit and all stalls have sufficient electricity and power points.
13. All the electrical cables and wires should be properly insulated. There should not be any loose wires. Gen set installation for the event would be the responsibility of the selected bidder with the required permission from local authority, if any.
14. All electrical installations must be in accordance with the provision of the Regulations for Licensing and Controlling places of Public Amusement (other than Cinemas) and the performances of Public Amusement, 1980.
15. Removal of garbage from the site and its disposal to the nearest MC/Authority dustbin is the responsibility of selected bidder.
17. Publicity panel/standees, hoardings, continuous flex panels on the outside of tin barricade with white cloth masking on the inside of tine barricades/partitions would be put up at the entrance gates, behind stages and at other prominent places in the venue giving due publicity to O/o DCH & NHDC at the cost of selected bidder with specific quantity to be determined in consultation with NHDC. The design & content for the same would be provided by NHDC. For masking only brand new clean cloth should be used by the agency. The Standees and small hoarding on schemes of O/o DCH/NHDC, drop downs, signages, banners, etc will be required to be put inside the exhibition area, if required. Further, the buntings/hoardings with theme (will decide later on) would also be required to be put up onto the electric poles/roundabouts at each exhibition. The design & number would need prior approval of NHDC.
18. It shall be the responsibility of the selected bidder to set up temporary work station/office for executing the work of Exhibition with proposed theme.
19. **Bill of Quantity:** Proposed quantity of the items required for Infrastructure works, Security Services and Maintenance for Sari Walkathon & Special Handloom and handicraft Expo at Mumbai.

S.NO	Description of Work	Unit	Required Quantity (Approx.)	Rate Per Unit (Inc GST)	Total Value (with GST)
INFRASTRUCTURE WORK:					
	Stall details for one unit:				
	Construction of the stalls on New octonum system for participating agencies –size 2.5 mtr x 2 mtr, height 2.14 mtr. Each stall is to be separated by laminated panels of hard – board. For each stall 2 tables of size 1 mtr x 0.5 mtr x 1 mtr on octonum system with two chair of <u>exclusive good quality</u> , one dust bin of 12 “size (height) two bulbs – Four LED of 40 wt.in two different color, 06 hangers, 04 round ring, 03 packet safety pin in each stall, Facia of each stall is to be made separately, designed with 4 mm, sun board dully pasted with computer cut vinyal film with the name of participating agency/society in 4” ht. (design of the stall enclosed) Authority would also like to see the sample model of stall, before placing the order.	One complete unit	75 nos.		
2	Construction of One Office on octonum system (with door & locking system with furniture, centre table seater – 04 fancy sofa exclusive 4 chairs, one official table, one office steel almirah, 4 LED Light 40wtt.	One complete unit	1		
	(A) Carpet Flooring (Unitex) New Carpet & pasting with glu	Per Sq. Ft.	5000 Sq. Ft		
	(B) Carpet Flooring (Unitex) Neat & Clean Carpet & pasting with glu	Per Sq. Ft.	5000 Sq. Ft		
	(A) Ply Paneling (Octonum) 1 Mtr. X 2.4 M	Per Pannel	50 Nos.		
	(B) Ply Paneling (Octonum) ½ Mtr. X 2.4 M	Per Pannel	50 Nos.		
6	Looking Mirror (1.5” X 5’ feet) With Stand & Support	Nos	15 Nos.		
7	150 watt LED Flood Light	Nos	50 Nos		
8	LED Spot Light	Nos	25 Nos		
9	New Female Mannequins	Nos	15 Nos		
10	Main Gate (As Per Iron Frame System with Multicolor Stretch Signage (Flex) 208 Sq. Ft.	Nos	1		

	Stretch Signage with Names of Participating Agencies / Other Matter: -				
11	3' X 6' Nos with Framing	Per Sq. Ft.	30		
	10' X 10' Nos with Framing	Per Sq. Ft.	4		
	6' X 3' Nos. Without Framing	Per Sq. Ft.	20		
	8' X 8' Nos With Framing	Per Sq. Ft.	10		
12	Inaugural panel (1 mtr. X 2.4 mtr. On Octonum system) matter will be given for flex printing (size may be changed according to the requirement)	Nos	1		
13	Table on (Octonum system)	Nos	50		
14	Chair Exclusive Good Quality	Nos	100		
15	Inauguration lamp (brass – 5' ft. height approx.) along with refined oil, Campher, Cotton, Match box etc on inaugural day.	Nos	1		
16	Electrical bulbs Jhalar with small colored bulbs having length of 100 feet each	Nos	15		
17	Two peon / attendant for 4 days (Two peon / attendant will be available for 04 days at event place / camp office for each phase)	Two	2		
18	One Electrician for 04 Days (will be available for 04 days at event place / camp office)	One	1		
	Flower Decoration				
	(a) Flower Decoration with Gate Structure of Main Gate (With Multi Colour Fresh Flowers)	Three	3		
	(b) Bouquet (08 Nos. Fresh Rose Flowers)	Ten	10		
THEME WORK:					
	Agency will execute the exhibition on theme basis as per the need and requirement of NHDC				
	a) New Female Mannequins with display rack and Light	Nos	10 Nos		
	b) 150 watt LED Flood Light	Nos	10 Nos		
	c) New Carpet (Unitex) pasting with glu	Ft.	1000 sq.ft.		
	d) Ply Panel – 1M x 2.5 M	Nos	10 Nos		
	e) Electric Jhalar (100 ft. Per Nos)	Nos	05 Nos		
	f) LED Spot Light	Nos	10 Nos		
	g) Hangers, Thumb Pin, Safety Pin etc.	As required	As required		

h) Photography & Videography (Soft copy and Hard Copy - 5x7 Inches)	Nos	200 Nos Photos		
i) Decoration of Theme Area with Multicolor Cloth	Nos	1		
j) LED TV with stand 55" inch	Nos	2		
k) R Stand	Nos	20		
l) 8 x 6 ft. iron stand for curation of Saree/Fabrics etc.	Nos	10		
m) Queue Manager	Nos	25		
Any other item as per the requisition for theme development.				
Note: Theme work will be executed on Hardcore platform of Wooden/Plastic/Plywood/any other etc.				
MAINTENANCE WORKS:				
a) Ground/Site Maintenance, Housekeeping Charges at site and surrounding preservation till Completion of Event with 10 Nos Plastic Dustbin (Big Size) 36"		3 Days		
b) Decoration and Beautification of site and Surrounding area with 50 Nos Green Plant (Good Quality) (Medium Size)		3 Days		
c) Fire Equipment Service with 20 Nos Fire Extinguisher (Medium Size) for textiles good with One Trained Fire Man (10:00 AM to 09:00 PM Daily) including Fire Permission Charges.		3 Days		
d) 32 Nos CCTV cameras with DVR recording and Public Announcement System (with music system) – CD Player with 16 Speaker Boxes to be placed at various places inside and outside the Venue.		3 Days		
e) Provide Trained Security Guards. During the exhibition, there shall be in need of trained Security Guards (for 8Hrs per Security guard per day)		Maximum 9 nos Security per day for 4 Days		
Standby Generator (without diesel / oil) with cable / wire required up to main junction box along with attendant / electrician (as per requirement).		3 Days		
a) 65 KVA				

Additional item for Infrastructure				
1	Brand New German Quality Pagoda of Size 5 Mtr X 5 Mtr. With Aluminium Structure covering and Covered with Proper Water Proof Material	unit	Per Unit	
2	Wooden Platform of Good Quality Plyboard	Sq. Ft.	Per sqft.	
3	German Quality Aluminium Hangar Tent Covered with Proper Water Proof Material	Sq. Ft.	Per sqft.	
	Note: The quoted rates will be calculated separately			

(b)

S.No.	Item (As per the Scope of Work)	Unit	Total Quantity (Tentative)	Rate Per Unit	Total Value (with GST)
1	Venue Charges		4 Days		
2	Room Rent for 50 Delegates		2 Days		
3	Arrangement of Vehicle for 50 Delegates		2 Days		
4	Refreshment for 20k Participants		1 day		
5	Streach Signage with Names of Participating Agencies / Other Matter: -				
	3' X 6' Nos. Without Framing	Per Sq. Ft.	30		
	Backdrop	as per requirement	1		
	8' X 8' Nos. With Framing Stands	Per Sq. Ft.	20		
7	Inaugural panel (1 mtr. X 2.4 mtr. On octonum system) matter will be given for flax printing (size may be changed according to the requirement)				
8	Table on (octonum system)		20		
9	Inauguration lamp (brass – 5'ft. height approx.) along with refined oil / cotton / match box etc on inaugural day.		1		
10	Flower Decoration				
	(a) Hall Gate (With Exclusive Multi Colour Fresh Flowers)		1		
	(b) Bouquet (08 Nos. Fresh Rose Flowers)		10		
11	Providing of Internet Access		2 days		

12	High Quality Complete Public Sound System with 05 Colar mic and 10 cordless mic	as per requirement	2 days		
13	Led Screen		2 days		
14	Preparation of 1200 sq ft stage having 10 to 15 digniatries high quality seating arrangement along with 2 Podeium with mic		2 days		
15	Photography and Videography of the full event		2 days		
16	3 Plasma TV (55"inch)		2 days		
17	5 Selfie Point		2 days		
18	Arrangement of snacks / water at various places in the venue and across the Walkathon circle (5 to 6 Places)		2 days		

NOTE: -

- The max. Budget for both event is approx. Rs. 15.50 Lakh (Including GST) Special Handloom Expo. The details of Head Wise Budget are given below: -

1) (a) Special Handloom Expo

a) Theme Pavilion/ Infastructure including electricity – Rs. 6.50 Lakh	
b) Backup Services	- Rs. 2.00 Lakh
Total	<u>-Rs. 8.50 Lakh</u>

(b) Sari Walkathon

- Venue Charges - As per Actual
- Hotel Arrangement of 50 Delegates – As per Actual
- Vehicle Arrangement of 50 Delegates – As per Actual
- Infrastructure Budget – 7.00 Lac

- Bidder, who quotes the lowest rate in the exhibitions, shall be treated as L1 rates same shall be declared as an agency for providing the tender services. NHDC Ltd. reserves the right to accept or reject any bid (at any stage) submitted by the bidder without assigning any reason.
- No advance amount will be paid to agency for the any kind of work.
- The above number/requirement/quantity/size may increase or decrease at the discretion of NHDC and subsequent price per unit/quantity/number may change, accordingly.

- Reimbursement of charges for diesel / oil will be given as per actual consumption. However, contractor shall maintain a register and provide the date-wise units generated / oil consumed through DG set.
- As per COVID- 19 preventive measure, agency required to provide the sanitised site with provision of digital thermometer to their security guards for measuring temperature of all visitors to the site/venue. Charges for such facility will be incorporated with security works
- All stall setup and other things etc pertaining to exhibitions will first approve need approval from NHDC.

BIDDER'S RESPONSIBILITIES AND RELATED CONDITIONS:

a. Attention of the Bidders is drawn to the relevant and extant instructions of Gol, GFR issued by Ministry of Finance, guidelines of Central Vigilance Commission (CVC) as applicable to the subject matter of advice / service to be rendered by the Bidder and are required to be complied with.

b. The Bidder shall, subject to the provisions of the Assignment and with due care, execute the work and take all responsibility, including the supervision thereof and all other things, whether of a temporary or permanent nature, required in and for such execution.

c. The Bidder shall carry out and complete the work in accordance with prevailing good industry practices and using workmanship of the quality and standards there in specified, provided that where and to the extent some approval of the quality of the standards of workmanship is a matter of opinion, such quality and standards shall be to the satisfaction of NHDC.

d. The Bidder should provide professional, objective, un-biased and impartial inputs, recommendation and advices at all times and hold NHDC interest paramount and should observe the highest standard of ethics, values, code of conduct and honesty while executing the assignment.

e. The Bidder carries with him/her/it a certain degree of accountability for any advice or /and any services rendered to the NHDC, keeping in view norms of ethical business, professionalism and the fact that such advice or service is rendered for a consideration. NHDC may enforce such accountability in case of improper discharge of contractual obligations / deviant conduct by / of any of the parties to the contract. In this, share of NHDC's responsibility, for accepting advice / and services provided by the Bidder, will also be taken into consideration.

f. The Bidder must act, at all times, in the interest of NHDC and render any advice / service with professional integrity. The Bidder shall always keep in view transparency, competitiveness, economy and efficiency in regard with matters related to the subject of the contract or assignment.

g. Bidder is expected to undertake an assignment/project, only in the areas of his/its expertise and where it has capability to deliver efficient and effective advice /services to the client.

h. The Bidder will have to cooperate fully with any legitimately provided / constituted investigative body conducting enquiry into processing or execution of the consultancy contract / any other matter related with discharge of contractual obligations by the Bidder.

TERMINATION:

NHDC may, without prejudice to any other remedy for breach of contract, by written notice of default to agency, terminate the Contract in whole or part:

- If the Agency fails to deliver any or all of the services within the period(s) specified in the Contract/ Work Order, or within any extension thereof granted by NHDC; OR
- If the Agency fails to perform any other obligation(s) under the Tender/Contract.
- If the Agency, in the judgment of NHDC has engaged in fraud and corruption.

In the event of NHDC terminates the Contract in whole or in part, NHDC may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Agency shall be liable to the NHDC for any excess costs for such similar services. However, the agency shall continue the performance of the Contract to the extent not terminated.

CONTRACT / NON-DISCLOSURE AGREEMENT NDA:

The selected Bidder will be required to execute the following:

a. Contract / Agreement which will include all the services and terms and conditions of the services to be extended as detailed here in and as may be prescribed or recommended by NHDC; and

b. Non-disclosure Agreement (NDA)

If any Bidder differs / does not agree on any conditions / terms of the contract, NHDC has the right to appoint the next ranked Bidder without any obligation or without assigning any reasons to anyone and shall not be held liable for any losses or damages caused by such action.

Unless and until a formal Agreement is prepared and executed, this Tender (RFP) together with the written acceptance of the Bidder thereof shall constitute binding Terms and Conditions between the parties.

COMPLIANCE WITH ALL APPLICABLE LAWS:

The Bidders shall undertake to observe, adhere to, abide by, comply with and notify NHDC about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect NHDC and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

SINGLE POINT OF CONTACT AND AUTHORISED SIGNATORY:

All empanelled Bidders should have to provide details of single point of contact viz. Name, designation, address, e-mail address, telephone/ mobile no. etc and authorised someone as signatories as well for ongoing discussion etc.

RIGHTS IN INTELLECTUAL PROPERTY AND MATERIAL:

All the rights relating to the Trade Marks and Copy Rights in respect of development done by the Bidders exclusively on behalf of NHDC and paid for by NHDC shall vest with NHDC.

In order to perform the services, the Bidder must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names or other protected rights and shall keep NHDC harmless and indemnify NHDC from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/ or on account of infringements of said patents, models, trademarks names or other protected rights.

All documents, report, information, data etc. collected and prepared by the Bidder in connection with the scope of work submitted to NHDC will be property of NHDC, it shall have every right to use data that may be in the possession of the consultant or its representative in the course of performing services under the agreement that may be entered into. The Bidder shall not be entitled either directly or indirectly to make use of the documents, reports given by NHDC for carrying out of any services with any third parties. The Bidder shall not without the prior written consent of NHDC be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

The pre-existing intellectual property of the Bidder used in deliverables shall remain vested with the Bidder.

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 re-enactment (s) and or modification(s) thereof and of the rules framed there under. The venue for the arbitration shall be New Delhi.

FORCE MAJEURE:

Neither party shall be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the defaulting party's control even after exertion of best of efforts to prevent such failure, which may include but not be limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any government authority, delay in obtaining licenses or rejection of proposal under the statutes, fire or floods.

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 value 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.

NHDC reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. NHDC reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per the its discretion, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.