

Office of the Development Commissioner (Handicrafts)
(MSS Section)

(West Block-7, Sector-1, R.K.Puram, New Delhi-110066)

Tender ID: 2024 DCHC 806476

M-12011/01/2023-24/MD (Comp no. 58188)

Dated: 04th May, 2024

EXPRESSION OF INTEREST (EOI) FOR REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF AGENCY FOR PROVIDING INFRASTRUCTURE WORK, INCLUDING ALL REQUIRED SERVICES FOR CONDUCTING GSB (NATIONAL) & OTHER NATIONAL LEVEL MARKETING EVENTS ACROSS COUNTRY

PART A

1. The office of Development Commissioner (Handicrafts) is the nodal agency in the Government of India for craft and artisan-based activities. It assists in the development, marketing and export of handicrafts, and the promotion of craft forms and skills. The assistance is in the form of technical and financial support, including in the form of schematic interventions implemented through its field offices. The office supports the artisans and the sector through different developmental schemes through its six regional offices at Mumbai, Kolkata, Lucknow, Chennai, Guwahati and New Delhi and its 61 field units. Office of DEVELOPMENT COMM.(Handicrafts), Ministry of Textiles, Govt. of India, New Delhi has been taking a number of measures to provide Marketing support to the handicraft's artisans in marketing their products by arranging Exhibition cum Sale for participating Artisans across the country

2. India being a vast country has immense market potential for Handicrafts Products. **Gandhi Shilp Bazaars** are held across the country which provide direct marketing platform to the handicraft's artisans/SHGs/entrepreneurs from various parts of the country. Such marketing platforms assists the artisans to sell their products directly to the buyers and also enable them to establish market linkages for long term business.

3. O/o the DC (Handicrafts) invites EXPRESSION OF INTEREST (EOI) FOR REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF AGENCY FOR PROVIDING INFRASTRUCTURE WORK, INCLUDING ALL REQUIRED SERVICES FOR CONDUCTING GSB (NATIONAL) & OTHER NATIONAL LEVEL MARKETING EVENTS ACROSS COUNTRY from the agencies for empanelment with O/o the DC (Handicrafts) for tendering.

4. Critical Date are as under-

S. No	Particulars Details	Date
1	Date of issue of Tender Document	08.05.2024
2	Pre-bid meeting date and Time	14.05.2024
3	Starting Date and Time for Submission of proposals	08.05.2024
4	Last Date and time for submission of proposals	29.05.2024
5	Date of Opening of Tender	31.05.2024

5. Proposals are invited online to apply against its EOI for “Empanelment of technical agency for Conceptualizing, designing, fabrication, infrastructure works, including security services for exhibitions across India” and intends to empanel the agencies through competitive bidding process in accordance with the procedure set out herein. Only the agencies capable of providing infrastructure material of Octanorm / MAXIMA System including security services and having good experience of executing similar type of work shall be eligible to apply.

6. Proposals may be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/aap>. Contractors/Bidders shall 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>" in the Annexure-A.

7. EMD and Bid document cost:

Cost of Bid document	NIL
Earnest money deposit (EMD)	5% of the value of the contract in the form of DD or BG from a Nationalized bank in India and drawn in favor of Office of Development Commissioner (Handicrafts), New Delhi Project Cost for GSB (national) for 150 artisans & 10 days event is ₹ 51,56,250/-, as such the EMD shall be ₹ 2,57,000/- being 5% of the contract value.
Performance security deposit (PSD)	10% of the value of the contract in the form of DD or BG from a Nationalized bank in India and drawn in favor of Office of Development Commissioner (Handicrafts), New Delhi Project Cost for GSB (national) for 150 artisans & 10 days event is ₹ 51,56,250/-, as such the PSD shall be ₹ 5,15,000/- being 10% of the contract value.

8. Submission of Bids: The bids are proposed to be submitted online in following parts, viz., Eligibility Criterion/Technical Bid.

- a. 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.
- b. The offers submitted by Telegram/Fax/email is proposed not be considered. No correspondence shall be entertained in this matter.
- c. The Hard Copy of original instruments in respect of EMD is proposed to be delivered to the address given below on or before bid submission end date/time as mentioned in the critical date sheet.
Address- Office of Development Commissioner (Handicrafts), West Block No. 7, R.K. Puram, Sector - 1, New Delhi - 110 066
- d. Bids not accompanied with EMD is liable may be rejected. NSIC/MSME/DIC registered agencies are exempted for EMD.

9. Cover – I Fee / Eligibility Criterion: technical Bid (Check list): The following documents shall be self-attested and furnished by the Bidder along with Fee/EMD (As applicable):

- a. Scanned Copy of all document as per Eligibility Criterion, Technical Bid Criterion.

- b. Scanned copy of document as a proof for payment of EMD Fee.

10. OBJECTIVE: Empanelment of agencies for Conceptualizing, designing, fabrication, infrastructure works, branding of pavilion & stalls, including security services for Handicrafts Exhibitions and other to be conducted across the India for **GSB (National) in Metros and Tire-I cities.**

11. SCOPE OF WORK:

- a. The agency/firm shall be required to give Ethnic look to the ambience inside the exhibition area matching the Handicrafts sector. Only Clean and good quality items to be used. It shall be the responsibility of the selected agency to arrange material, man power and necessary expertise for executing the work including the security personnel. The pavilion & stalls shall be made ready by selected agency one day before the commencement of exhibitions. **The lay out plan and design including welcome gate and material to be used shall have to be approved by concerned assistant director & RD 15 days in advance** from the date of start of the event.
- b. The selected agency shall ensure that the infrastructure/ stalls are constructed in such a way that there is ample movement space for the public which shall be able to overcome any emergent situation.
- c. The selected agency shall be required to coordinate with the Managers/Incharge of the land/place owning agency and must take their permission while setting up stalls etc. The selected agency shall be required to tie up with the Municipal Corporation, 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. It shall be the responsibility of the selected agency to arrange for **sufficient number of dustbins, fire extinguishers, 2 chairs, 2 tables, and Racks/Shelf, 3 Lights, 1 Fan (as per seasonal requirement), 1 Charging point in each stall**, public address system 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 in the exhibition etc.
- d. The selected agency shall be required to coordinate with the Municipal Corporation, Railway Station, Metro Station, Local Authority etc. to take the permission for placement of Standees/Hoardings/other publicity materials.
- e. The selected agency shall assist the Office of Development Commissioner (Handicrafts) in organizing exhibition for collecting the Participants TA/DA Claim form in hard copy and soft copy in Excel Format.
- f. The selected agency shall ensure that the whole complex is properly lit and all stalls have sufficient electricity and power points. 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.

12. Bill of Quantity (tentative): Proposed quantity of the items required for infrastructure works security services and maintenance for each Exhibitions across country.

S. No.	Description of Work	Unit	Required Quantity (Approx.)
1	<p>Stall details for one unit:</p> <ul style="list-style-type: none"> • Construction of the stalls on Octanorm system for participating agencies –size 2.5 mtr x 2 mtr, height 2.4 mtr. • The provision of three shelves • 1 hanger stand. <p>For each stall 2 tables of size 1 mtr x 0.5 mtr x 1 mtr.</p> <ul style="list-style-type: none"> • Two chairs • one dust bin • Three Led Lights and charging point • Facia of each stall having name of the artisan and craft. • Carpet Flooring in each stall • Provision of 4-inch height platform in each stall if it is conducted in open ground. 	One complete unit	50 to 150 Nos.
2	Provision of Live demonstration stalls of island type of 2.5 mtr X 2.5 mtr	Nos.	05
3	Provision of food stall with furniture and lights/fans/power point	Nos	05
4	Provision of One office of 25 sq. Mtr size on Octanorm system with 5-seater sofa, two Centre table and 4 chairs including lights, fans and carpet flooring.	One complete unit	1 Nos.
5	Carpeting in front of the stall and on welcome gate		
6	<ul style="list-style-type: none"> • Decoration of entire exhibition area with cloth bunting • Masking of the rear side of the exhibition area flex/fabric 		
7	<ul style="list-style-type: none"> • 12 Nos CCTV cameras with DVR recording • Provision of Public Announcement System (with music system) 	Complete Unit	One Set
8	Fire Extinguisher (Medium Size) with One Trained Fireman	Nos	20 Nos
9	Provision of flower/ Green Plants (Good Quality) – (Medium Size)	Nos	30 Nos
10	Plastic Dust Bin (Big Size) 36"	Nos	10 Nos
11	150-watt LED Flood Light	Nos	10 Nos
12	Spot Light (CFL – 15 Watt).	Nos	50 Nos
13	Main Gate/Side Gate (As Per Octanorm/ Iron frame System with Multicolor Stretch Signage (Flex)	As Required	As Required
14	Stretch Signage / Flex with Printed Matter: - (Printing matter will be given by OFFICE OF DEVELOPMENT COMM.(HANDICRAFTS.))		
	3' X 6' Nos. with Framing 20	Nos.	20
	8' X 8' Nos. With Framing	Nos.	4
	16'*10 Nos. With Framing Stands	Nos.	2
15	Stage of (16ft. X 8ft.* 2ft with carpet, chairs, tables, lights, podium and stair case and backdrop) with provision of Mic and sound system.	Nos	01

16	Direction board printing on flex with stand	Nos	10
17	Flag poles height 12' with art silk flags in different colors size 1 mtr x 1.25 mtr.	Nos	20
18	Provision of selfie point	Nos	01
19	Water Dispenser	Nos	02
20	Provision of standby Generator facility with cable / wire required up to main junction box along with attendant / electrician (as per requirement).	Nos	1
21	Inauguration lamp along with oil / cotton / match box etc. on inaugural day.	Nos	1
22	One peon / attendant for all days (one peon / attendant will be available for all days at event place / camp office for each exhibition/event)	One	1
23	One Electrician for all days.	One	1
24	Provision of Housekeeping as per the requirement		
25	Provision of Bio toilets for male and female separately as per the requirement	Nos	02
26	Provision of Security Guards for all days.		Maximum 03 nos. per day
27	LED TV 55 inch	Nos	01 Nos
28	Photography of the event including inauguration day (Soft copy and Hard Copy - 5x7 Inches)	Nos	100 Nos
29	Videography (Soft copy)	As Required	As Required
30	Provision of insurance of the event		
31	Provision of inauguration day expenses regarding 100 to 200 chairs, 4 no. of sofa sets, decoration of the stage and refreshment for 200 no. of people.	As Required	As Required
32	Provision of publicity which includes social media, print media, banners/hordings, and flyers.	As Required	As Required

NOTE: - The above number/requirement/quantity/size may increase or decrease at the discretion of OFFICE OF DEVELOPMENT COMM.(HANDICRAFTS.) and subsequent price per unit/quantity/number may change, accordingly.

PART B

13. Pre-Bid Conference: The Office of Development Commissioner (Handicrafts) shall organize a Pre-Bid Conference in the O/o Office of Development Commissioner (Handicrafts), Delhi. Prospective bidders are free to raise their queries during the meeting and responses shall be provided to all the prospective bidders by way of hosting amendments/ clarifications on the website i.e., at www.handicrafts.nic.in and NIC CPPP.

14. Abstract of Evaluation Process of Technical:

- a. Bidders secure 60 Marks and above in technical evaluation will be declared as empaneled agency (ies).
- b. No changes/clarification by tenderer shall be entertained or allowed during the opening of bid. It should be also clear that Office of Development Commissioner (Handicrafts) shall have authority to reject any tender at the tender opening stage, if bidder not submitted all the requisite documents.

15. Eligibility Criterion: The following documents shall be self-attested and furnished by the Bidder along with EMD Fee:

S. No	Particulars	Requisite Document
1	The Bidder shall have firm/agency/Public or Pvt. Ltd. Company registered in India.	Certificate of Incorporation / MSME or any relevant certificate
2	Agency shall have office in India including Delhi/NCR.	Supporting Document
3	Relevant experience- The bidder shall have at least three years (current FY & last 3 FY) of experience of providing similar type of services of organizing exhibition/expo. (With Govt./PSU's/Private etc.). <ul style="list-style-type: none">• 3 similar completed projects costing not less than the amount equal to 40% of estimated cost; or• 2 similar completed projects costing not less than the amount equal to 50% of estimated cost; or• 1 similar completed project costing not less than the amount equal to 80% of estimated cost.	Supporting Document from concerned client explicit the award and completion.
4	Presently, 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.	Self-declaration of bidder.
5	Income Tax returns for past three years. (2020- 21, 2021-22 & 2022-23)	Supporting Document viz: Income Tax returns of firm/ Agency.
6	Financial turnover of the company should not be less than 40% of estimated cost each during last two financial years (i.e., 2021-22 & 2022-23)	Balance Sheet of last two years
8	EPFO/ESIC registration certificate of firm/agency	Supporting Document
9	GST Registration Certificate	Supporting Document

10	Accreditation/Awards/appreciation letter received, if any.	Supporting Document from client
11	The agency must be in operation in India from past 2 years in the same line of business.	Supporting Document
12	Solvency certificate from Indian financial Institution of Rs. 10 lakhs only.	Solvency certificate from Nationalized Bank.
13	EMD fee as per the original tender document	Proof of payment
14	Advance payment- 30% of the estimated contract value.	

Note:

- **Documentary evidence must be submitted for each criterion.**
- **Bidders requested to submit/upload the document as per the Serial Number of Eligibility Criterion.**

16. Technical Bid Evaluation:

S.No.	Evaluation Criterion	Documents	Maximum Marks
1	Average Financial turnover of the company in last two financial years as on 2022-23.	Supporting Document	Up to 02 Crore – 10 Marks. 02 Crore to 05 Crore – 15 Marks. 05 crore to 8 Crore – 20 Marks More than 8 crore- 25 marks
2	Relevant experience- The bidder must have at least three years (current FY & last 3 FY) of experience of providing similar type of services of organizing exhibition/expo. (With Govt./PSU's/Private etc.). <ul style="list-style-type: none"> • 3 similar completed projects costing not less than the amount equal to 40% of estimated cost; or • 2 similar completed projects costing not less than the amount equal to 50% of estimated cost; or • 1 similar completed project costing not less than the amount equal to 80% of estimated cost. <p>(Number of works of similar nature of particular organization will be treated as single work).</p>	Copy of Work Order & Work Completion Certificate	Up to 03 nos of Works – 7 Marks. Up to 05 nos of Works – 10 Marks. Up to 07 nos of Works – 13 Marks. Up to 09 nos of Works – 16 Marks. 10 and above nos of work- 20Marks.
3	Relevant Experience in Past years: The agency must be in operation in India from past 2 years in the same line of business	Supporting Document	Up to 02 years – 7 Marks Up to 05 years –14 Marks More than 07 years – 20 Marks
4	Presentation on proposed concept, design of layout.	Presentation on proposed Design and Layout	35 Marks.

- Note 1: Adequate supporting documentary Evidence in respect of each of the Eligibility

Conditions/qualifying criteria mentioned above need to be provided invariably. Bidders whose documents found to meet above Eligibility criteria/Qualifying criteria only shall be considered for evaluation of their Technical Proposal.

- Note 2: Date and time for presentation shall be intimated separately.
- Note 3: The technical bid submitted shall be evaluated by a Selection Committee.
- Note 4: Documentary evidence must be submitted for each criterion and undertaking or declaration made by the Bidder must be on the company letter head and is to be signed by an authorized signatory.

17. Technical Evaluation:

- a. The technical bid shall be analyzed and evaluated, based on which Technical Score shall be assigned to each bid on the basis of parameters mentioned above.
- b. The marks awarded by the Selection Committee shall be based on the criterion of defined technical bid. No plea of reconsideration of the same shall be considered/ entertained.

18. Evaluation Process:

- a. The empanelment process shall be based exclusively on eligibility criterion/ technical parameters and presentation only. No financial bids are required to be submitted at this stage.
- b. All proposals received shall be scrutinized to assess their eligibility based on the eligibility criteria. The proposals which do not meet the eligibility criteria will be summarily rejected, forthwith, or at any stage of detection. If deemed necessary, additional clarifications may seek on any aspect from the Agency (ies). However, that would not entitle the Agency (ies) to alter or cause any change in the material information of the proposal already submitted.
- c. All qualified bidders in Eligibility Criterion shall be further evaluated in Technical Bid/Criterion and Presentation. During the evaluation, Score/Marks will be allotted against the requisition/Parameters in Technical bid. Bidders (on the basis of highest score) secured 60 marks and above in technical bid will be eligible for empanelment and may be considered for empanelment.
- d. The evaluation process will be done by Office of Development Commissioner (Handicrafts), on the basis of examination of documents, certificates, declarations, etc.

19. Allocation of Work:

- a. The Office of Development Commissioner (Handicrafts) shall float limited tender among the empaneled agencies and invite Proposed design/branding of the Pavilion of Office of Development Commissioner (Handicrafts), Stalls Layout, and security services etc. from the empaneled agencies for each specific assignments/exhibition etc. (as per the Scope of work of original tender).
- b. In addition to above, Office of Development Commissioner (Handicrafts) shall also ask to all empaneled bidders to submit their sealed financial bid/quotation against the proposed assignments/exhibition against the said limited tender.
- c. The responsive empaneled bidder quoting the lowest evaluated rate against the work shall be given the award.
- d. The selection of work will be through a duly constituted committee. The selected agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the agreement.
- e. Mere empanelment with Office of Development Commissioner (Handicrafts) does not guarantee allocation of work.

20. Award of Contract:

- a. Office of Development Commissioner (Handicrafts) shall award the contract to successful bidders (as an empaneled agencies) with immediate effect whose bid has been determined to be responsive based on evaluation process. It is provided further that the bidder is determined to be qualified to perform the project satisfactorily.

21. Selection of Bidder:

- a. Bidders shall be advised that selection are based on evaluation of Technical Bid whereas the decision of the competent Authority will be final. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process or selection.

22. Performance Security Deposit:

- a. Within 3 working days of the receipt of the notification of award (LOA) from Office of Development Commissioner (Handicrafts) against the tender, the successful Bidder shall furnish a performance security of **10% of the value of the contract** in the form of DD or BG from a Nationalized bank in India. Project Cost for GSB (national) for 150 artisans & 10 days event is ₹ 51,56,250/-, as such the **PSD shall be ₹ 5,15,000/-** being 10% of the contract value.
- b. The Performance Security shall be valid for at least 90 (ninety) days beyond the completion of contract period and shall be denominated in Indian rupees and shall be a Bank Guarantee/Demand Draft/Fixed Deposit Receipt in favor of the Office of Development Commissioner (Handicrafts), payable at New Delhi, issued by a Nationalized bank in India. Performance Deposit will be forfeited, if any deviation is found against Terms and Conditions of Tender Document.

23. Variations:

- a. Office of Development Commissioner (Handicrafts) reserves the right to increase or decrease the scope of work/contract agreement on any or all items or change the nature of work involved in any or all items of the contract in the line of said Scope of work. The contractor shall have no claim for loss of anticipated profits or for any other reason whatsoever on account of these variations.

24. Period of Contract:

- a. The contract shall be initially for a period of one year, which may be curtailed at any point of time without any prior notice. It may be extended further (maximum 02 year) with mutual consent. During the period of contract, if the services of any agency are found unsatisfactory, then Office of Development Commissioner (Handicrafts) can solely terminate the contract with the notice period of 15 days.

PART C

25. BIDDER'S RESPONSIBILITIES AND RELATED CONDITIONS:

- a. Attention of the Bidders is drawn to the relevant and extant instructions of GoI, GFR issued by Ministry of Finance, guidelines of Central Vigilance Commission (CVC) as applicable to the subject matter of advice.
- b. Service to be rendered by the Bidder and are required to be complied with.
- c. 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.
- d. 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 Office of Development Commissioner (Handicrafts).
- e. The Bidder should provide professional, objective, un-biased and impartial inputs, recommendation and advices at all times and hold Office of Development Commissioner (Handicrafts) interest paramount and should observe the highest standard of ethics, values, code of conduct and honesty while executing the assignment.
- f. The Bidder carries with him/her/it a certain degree of accountability for any advice or /and any services rendered to the Office of Development Commissioner (Handicrafts), keeping in view norms of ethical business, professionalism and the fact that such advice or service is rendered for a consideration. Office of Development Commissioner (Handicrafts) 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 Office of Development Commissioner (Handicrafts)'s responsibility, for accepting advice / and services provided by the Bidder, will also be taken into consideration.
- g. The Bidder must act, at all times, in the interest of Office of Development Commissioner (Handicrafts) 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.
- h. 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.
- i. 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.

26. Termination:

- a. Office of Development Commissioner (Handicrafts) 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; OR
- b. 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 Office of Development Commissioner (Handicrafts); OR
- c. If the Agency fails to perform any other obligation(s) under the Tender/Contract; OR

- d. If the Agency, in the judgment of Office of Development Commissioner (Handicrafts) has engaged in fraud and corruption.

27. In the event of Office of Development Commissioner (Handicrafts) terminates the Contract in whole or in part, Office of Development Commissioner (Handicrafts) 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 Office of Development Commissioner (Handicrafts) for any excess costs for such similar services. However, the agency shall continue the performance of the Contract to the extent not terminated

28. Contract / Non-Disclosure Agreement (NDA): The selected Bidder shall be required to execute the following:

- a. Contract / Agreement which shall 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 Office of Development Commissioner (Handicrafts); and

- b. **Non-disclosure Agreement (NDA)**

If any Bidder differs / does not agree on any conditions / terms of the contract, Office of Development Commissioner (Handicrafts) 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.

29. Compliance with All Applicable Laws:

The Bidders shall undertake to observe, adhere to, abide by, comply with and notify Office of Development Commissioner (Handicrafts) about all laws enforce 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 Office of Development Commissioner (Handicrafts) 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.

30. Single Point of Contact and Authorized Signatory:

All empaneled Bidders shall provide details of single point of contact viz. Name, designation, address, e-mail address, telephone/ mobile no. etc and authorized someone as signatories as well for ongoing discussion etc.

31. Rights in Intellectual Property and Material:

- a. All the rights relating to the Trade Marks and Copy Rights in respect of development done by the Bidders exclusively on behalf of Office of Development Commissioner (Handicrafts) and paid for by Office of Development Commissioner (Handicrafts) shall vest with Office of Development Commissioner (Handicrafts).
- b. 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 Office of Development Commissioner (Handicrafts) harmless and indemnify Office of Development Commissioner (Handicrafts) 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.

- c. All documents, report, information, data etc. collected and prepared by the Bidder in connection with the scope of work submitted to Office of Development Commissioner (Handicrafts) will be property of Office of Development Commissioner (Handicrafts), 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 OFFICE OF DEVELOPMENT COMM.(HANDICRAFTS.) for carrying out of any services with any third parties.
- d. The Bidder shall not without the prior written consent of Office of Development Commissioner (Handicrafts) 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.
- e. The pre-existing intellectual property of the Bidder used in deliverables shall remain vested with the Bidder.

32. 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.

33. 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.

34. 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 Office of Development Commissioner (Handicrafts) 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 Office of Development Commissioner (Handicrafts) of the benefits of free and open competition.
- c. Office of Development Commissioner (Handicrafts) 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.

- d. Office of Development Commissioner (Handicrafts) 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.

PART D

35. TERM OF RFP RESPONSE:

A. USE OF BID AND INFORMATION:

- a. This document has been prepared solely for Empanelment of agency for infrastructure works, including security services and maintenance for Exhibitions across country”. The RFP documents 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 Office of Development Commissioner (Handicrafts) and any successful Bidder.
- b. While this document has been prepared in good faith, neither the Office of Development Commissioner (Handicrafts) 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.

B. NUMBER OF PROPOSALS:

No applicants or its associate shall submit more than one application. An Applicant individually or as an associate shall not be entitled to submit another application either individually or as member of Associate.

C. COST OF BIDDING:

The Bidders shall bear all costs associated with the preparation and submission of the tender including but not limited to additional information required by the Office of Development Commissioner (Handicrafts), attendance of meeting, etc. and Office of Development Commissioner (Handicrafts) will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tendering process. The bidders will quote their bid in Indian National currency i.e., INR.

D. IMPLEMENTATION SERVICES:

The Bidders must apply its own care and conduct, while conducting the tender work.

E. OFFICE OF DEVELOPMENT COMMISSIONER (HANDICRAFTS) RIGHT TO REJECT ANY OR ALL BIDS:

Office of Development Commissioner (Handicrafts) reserves the right to reject any or all the bids without assigning any reasons thereof without there by incurring any liability to the Bidders or any obligation to inform the affected Bidders on the grounds for the Office of Development Commissioner (Handicrafts) action or without assigning any reasons, whatsoever. The decision of Office of Development Commissioner (Handicrafts) 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.

F. CLARIFICATION/MODIFICATION:

- a. Office of Development Commissioner (Handicrafts) may be notified of any omission / discrepancy in the RFP before the closure of bid. If required, the Office of Development Commissioner (Handicrafts) may thereafter modify the RFP. The modified RFP would be hosted on the Office of Development Commissioner (Handicrafts) and CPPP e-procurement site. Any subsequent modification in the dates/timelines will be at the discretion of the Office of Development Commissioner (Handicrafts).
- b. Office of Development Commissioner (Handicrafts) also reserves the sole right for carrying out any amendments/ modification/changes including any addendum to this RFP. Such amendments / modifications / changes including any addendum to this RFP shall be notified on the Office of Development Commissioner (Handicrafts) website [www https://www.handicrafts.nic.in](https://www.handicrafts.nic.in) as well as NIC e-procurement site <https://eprocure.gov.in/eprocure/app> and these will be binding on the Bidders.
- c. Office of Development Commissioner (Handicrafts) reserves the sole right to cancel the RFP 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 Office of Development Commissioner (Handicrafts), for clarification.

G. DELAYS OF BID:

Any Tenders / Bids received by Office of Development Commissioner (Handicrafts) after the deadline for submission of tenders prescribed by Office of Development Commissioner (Handicrafts) will be summarily rejected and returned unopened to the Bidders. Office of Development Commissioner (Handicrafts) shall not be responsible for any delay or non-receipt/ non-delivery of the documents.

H. SUBMISSION OF BID:

All submissions, including any accompanying documents, will become the property of the Office of Development Commissioner (Handicrafts). The Bidder shall be deemed to have licensed, and granted all rights to the Office of Development Commissioner (Handicrafts) 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.

I. 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.

J. RFP VALIDITY PERIOD:

RFP responses will remain valid and open for evaluation according to their terms for a period of at least 180 days from the bid opening date. Office of Development Commissioner (Handicrafts) 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, Office of Development Commissioner (Handicrafts) may solicit the Bidder's consent to an extension period of validity.

- K.** 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, Office of Development Commissioner (Handicrafts) 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.
- L.** 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.
- M.** 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.
- N.** 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.

PART E

Form – 1

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

To,

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. RFP/EXHIBITIONS/2020-21/001] regarding the empanelment of agency for infrastructure works, including security services and maintenance for Exhibitions across country”.

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 - 3

INTEGRITY PACT:

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

TO WHOMSOEVER IT MAY CONCERN

This is to 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)

Annexure - A

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>.

36. REGISTRATION

- a. 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.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. 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.
- d. 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.
- e. 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.
- f. 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.

37. SEARCHING FOR TENDER DOCUMENTS

- a. 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.
- b. 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
- c. in case there is any corrigendum issued to the tender document.
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.

38. PREPARATION OF BIDS

- a. Bidder should consider any corrigendum published on the tender document before submitting their bids.
- b. 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.
- c. 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.

- d. 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.

39. SUBMISSION OF BIDS

- a. 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.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- d. 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 nor 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.
- e. 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 colored (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 file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- f. 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.
- g. 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. 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.
- h. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i. Upon the successful and timely submission of bids (i.e. 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.
- j. 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.

40. ASSISTANCE TO BIDDERS

- a.** 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.
- b.** 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.