# NATIONAL FILM DEVELOPMENT CORPORATION LIMITED

#### A GOVERNMENT OF INDIA ENTERPRISE

# **REQUEST FOR PROPOSAL**

FOR ENGAGEMENT OF AGENCY FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF SOFTWARE APPLICATION/ WEB MODULES WITH TECHNICAL SUPPORT

- 1. WAVES WEBSITE
- 2. WAVES BAZAAR ONLINE e-MARKETPLACE
- 3. HOSPITALITY MANAGEMENT

FOR WORLD AUDIO-VISUAL & ENTERTAINMENT SUMMIT (WAVES) 2025 TO BE HELD AT NEW DELHI, INDIA

DURING 5<sup>TH</sup> TO 9<sup>TH</sup> FEBRUARY 2025

RFP NO. NFDC/RFP/WAVES/2024-25/06

**ISSUED BY** 



National Film Development Corporation Limited Room no: 401, 4<sup>th</sup> Floor, Soochna Bhavan, Phase 1, C.G.O Complex, Lodhi Road, New Delhi 110003

Tel: +91 11 243 69462 Fax: +91 11 243 69462

Email: ceo@wavesindia.org

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#### 1. **DEFINITIONS / GLOSSARY OF TERMS "RFP"** means Request for Proposal

"NFDC" means National Film Development Corporation Limited

"Bidder" / "Applicant/ "Agency" means a reputed Indian firm having requisite experience in creation of Software Applications / other digital platforms for events capable of creation of Software Application for World Audio Visual & Entertainment Summit (WAVES) 2025 in Delhi, India during 5<sup>th</sup> to 9<sup>th</sup> February 2025.

"Application" means the RFP submitted by an Applicant in the prescribed format

"WAVES 2025"/ "Event" means World Audio Visual & Entertainment Summit (WAVES) 2025

"END CLIENT" means the National Film Development Corporation Limited

**"PERIOD"** means the dates set for **World Audio Visual & Entertainment Summit** as 5<sup>th</sup> to 9<sup>th</sup> February 2025 or as decided by NFDC.

"LOCATION" New Delhi or as decided by NFDC

**"ASSIGNMENT"** means the Design, development, implementation and maintenance of Software Application and WAVES Bazaar with Technical Support and Hospitality Management for the World Audio Visual & Entertainment Summit (WAVES) 2025 to be held in New Delhi, India during 5<sup>th</sup> to 9<sup>th</sup> February 2025 at New Delhi.

# 2. NOTICE INVITING TENDER

The schedule and various other details for submission of Bids have been set out below:

Name of Assignment	Engagement of agency for the Desi Implementation and Maintenance Application and WAVES Bazaar with and Hospitality Management for Wor Entertainment Summit (WAVES) 2025 a during 5 <sup>th</sup> to 9 <sup>th</sup> February 2025	e of Software Technical Support
Tender No.	RFP NO. NFDC/RFP/WAVES/2024/05	5
Type of Tender	Open Tender	
Contact Details	Tel: +91 11 243 69462 Fax: +91 11 243 69463 Email: ceo@wavesindia.org Website https://www.nfdcindia.com https://eprocure.gov.in/epublish/ap https://www.wavesindia.org	
ltem	Date	Time
Tender Document Starts	23/11/2024	05:30 PM
Last Date of Submission of Queries	27/11/2024	10:00 AM
Last Date of Submission of Queries  Online Pre-Bid Meeting – Online Link <a href="https://meet.google.com/tip-yrdu-hbk">https://meet.google.com/tip-yrdu-hbk</a>	27/11/2024 27/11/2024	10:00 AM 11:30 AM
Online Pre-Bid Meeting – Online Link		
Online Pre-Bid Meeting – Online Link https://meet.google.com/tip-yrdu-hbk  Last Date and Time for Submission	27/11/2024	11:30 AM
Online Pre-Bid Meeting – Online Link https://meet.google.com/tip-yrdu-hbk  Last Date and Time for Submission of Bid	27/11/2024 07/12/2024	11:30 AM 05.30 PM

<sup>\*</sup> The venue for Bid opening, Concept presentation and Commercial Bid Opening will be: Room no: 401, 4<sup>th</sup> Floor, Soochana Bhavan, Phase 1, C.G.O Complex, Lodhi Road, New Delhi 110003

Link for attending pre-bid meeting online can also be confirmed through evincing interests through email to  $\underline{\text{ceo@wavesindia.org}}$ 

NFDC/WAVES has the right to amend/vary or discontinue the process or any part thereof at its absolute discretion at any point of time.

#### 3. DISCLAIMER

- 3.1.1. National Film Development Corporation (hereinafter NFDC) has issued this Request for Proposal (hereinafter RFP) for **Design, Development, Implementation and Maintenance of Software Application and WAVES Bazaar with Technical Support and Hospitality Management for World Audio Visual & Entertainment Summit 2025**.
- 3.1.2. Note: No offer will be accepted after the Due Date as mentioned in Clause 2 above. The dates mentioned above are subject to change by NFDC with prior notice on NFDC, WAVES website and etender website. Applications received after the last date and time shall be summarily rejected and returned unopened.
- 3.1.3. The RFP document can be downloaded from the website <a href="http://www.nfdcindia.com">http://www.nfdcindia.com</a> or <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> or <a href="https://www.wavesindia.org">https://www.wavesindia.org</a>. The completed application (response document) should be submitted as per the process given in Clause 7 of this RFP.
- 3.1.4. This RFP issued by the National Film Development Corporation Ltd (NFDC) constitutes a request for Bids from eligible entities (as determined in accordance with the eligibility criteria set out in Clause 10 of the RFP) for **Design, Development, Implementation and Maintenance of Software Application and WAVES Bazaar with Technical Support and Hospitality Management for** the World Audio Visual & Entertainment Summit (WAVES) 2025 in New Delhi, India during 5<sup>th</sup> to 9<sup>th</sup> February 2025 (as more particularly set out in Clause 7) subject to the terms of this RFP and the Agreement.
- 3.1.5. This RFP is no more than a Request for Proposal and it does not and is not intended to constitute a contract, or an offer which is capable of acceptance by any Bidder or any other person. The RFP does not purport to contain all information that the Bidders may require. This RFP document may not be appropriate for all persons and it is not possible for NFDC to consider the investment objectives, financial situation and particular needs of each bidder. The formation of any contractual relationship shall be conditional upon (i) Acceptance by NFDC of the Bidder's Bid and (ii) the Execution of the Agreement by both NFDC and the Bidder.
- 3.1.6. This RFP is not an agreement by and between NFDC and the prospective bidders. The information contained in this RFP is provided on the basis that it is non-binding on NFDC, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. NFDC makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP document. Each bidder is advised to consider the RFP document as per his understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP document before the bid. Bidders are encouraged to take professional help from experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. Bidders are also requested to go through the RFP document in detail and bring to notice of NFDC any kind of error, misprint, inaccuracies, or omission in the document. NFDC reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. NFDC also reserves the right to decline the Project further with any bidder submitting a proposal.
- 3.1.7. No reimbursement of cost of any type shall be paid to any bidder or prospective bidder submitting a Bid Proposal. The Bidder shall bear all costs arising from, associated with or relating to the preparation and submission of its Bid including but not limited to costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal or costs, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NFDC, for providing any additional information required by NFDC to facilitate the evaluation process or any other costs incurred in connection with or relating to its Bid.

- 3.1.8. This RFP does not imply that NFDC is bound to select and pre-qualify Bid at Bid Stage or to appoint the Successful Bidder, as the case may be, for the project and NFDC reserves the right to reject all or any of the Bids without assigning any reasons whatsoever. NFDC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
- 3.1.9. NFDC, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to be part of this RFP or arising in any way with eligibility of Bidder for participation in the Bid Process) towards any Bidder or a third person, under any law, statute, rule, regulation or tort law, principles of restitution for unjust enrichment or otherwise.
- 3.1.10. NFDC also accepts no liability of any nature whether resulting from negligence or otherwise caused arising from reliance of any Bidder upon the statement contained in this RFP.
- 3.1.11. Interested bidders, after careful review of all the clauses of this 'RFP', are encouraged to send their suggestions in writing to NFDC. Such suggestions, after review by NFDC, may be incorporated into this 'RFP' as a corrigendum which shall be uploaded onto the NFDC portal.

#### 4. SUMMARY OF RFP

This Request for Proposal (RFP) consists of three parts as indicated below: -

**Part I:** The first part consists of the Tender Process, Terms & Conditions for Submission of Tender, Instructions to Bidders, Eligibility Criteria and related Documents to be submitted, Scope of Work, Selection Process, General conditions of contract and other requirements. It includes procedure and last date and time for submission of offers, opening of bids and other details.

**Part II:** The second part of the RFP incorporates technical details, describing various aspects related to the Assignment and defines the criteria for evaluation and acceptance of technical bid.

**Part III:** The third part consists of the financial aspects & payment terms and defines the criteria for evaluation of financial proposal and method of calculation of Combined & Final evaluation.

# Part I

**5. BACKGROUND** The first edition of the World Audio Visual & Entertainment Summit (WAVES) will be organized from 5<sup>th</sup> to 9<sup>th</sup> February, 2025 in New Delhi, India by the National Film Development Corporation under the aegis of the Ministry of Information & Broadcasting supported by the Indian Industry associations in the sector. WAVES-2025 is a five day inclusive event with first three Business days and last two public days as follows:-

Business Days: 5<sup>th</sup> to 7<sup>th</sup> February 2025 Public Days: 8<sup>th</sup> to 9<sup>th</sup> February 2025

World Audio Visual & Entertainment Summit (WAVES) in its first edition is a unique hub and spoke platform poised for the convergence of the entire Media and Entertainment (M&E) sector. The event is a premier global event that aims to bring the focus of the global M&E industry to India and connect it with the Indian M&E sector along with its talent. WAVES aims to provide impetus to the Indian M&E sector growth by bringing together Country delegations, global and Indian industry leaders, policymakers, M&E industry and its innovators to explore opportunities, address challenges and shape the future of the M&E industry. The Global M&E industry includes Films, TV, Broadcast, Print, Radio, News, New Media, Advertising, Animation, VFX, Gaming & E-sports, AR/VR/XR, Music, LIVE events etc. Therefore, the Bharat Pavilion at WAVES will be a WAVES is a confluence of over 10 sub- sectors of Media & Entertainment coming together under one roof including news, advertising, radio, and television to music, animation, VFX, gaming, comics, OTT digital media, AI, and the metaverse.

It presents an opportunity to Connect with top leaders in the media and entertainment industry, Learn about the future of media and entertainment, Network with other professionals, Forge partnerships, Discuss policies, Showcase innovations and create along with the best in the media and entertainment industry also showcasing India's growing capabilities in VFX, Animation, Gaming, New Media etc.

#### **Vision For WAVES 2025**

- Make India as the Global Content Hub and a net exporter of content
- Building a rich intellectual property ecosystem inclusive of India's diverse cultural tapestry, and a rich repository of stories and languages.
- Enhance Indian Media's Global Market share.
- Position India as a major global Investment market.
- Foster strategic partnerships and collaborations of Global and Indian counterparts to expand market reach, co- produce content and leverage complementary strengths. Connect with a diverse range of industry leaders, policymakers, and innovators.

WAVES is the platform for the global M&E sector with exclusive investment opportunities so as to position the Indian M&E industry as a potent partner through a convergence of all segments of the industry on a single platform. WAVES aims to be a beacon for innovation, collaboration and growth, connecting the world's M&E stakeholders and unlocking new frontiers of creativity, entrepreneurship, and excellence.

#### **WAVES Bazaar**

WAVES Bazaar is a unique, one-of-a-kind global e-marketplace tailored specifically for professionals in the Media & Entertainment industry. This groundbreaking platform spans sectors such as broadcasting, digital media, film, advertising, animation, visual effects, gaming, e-sports, music, and more. WAVES Bazaar offers an extensive database of media content, companies, and professionals, enabling users to seamlessly search, connect, collaborate, and close deals all within one comprehensive online ecosystem.

#### 6. TENDER PROCESS

- **a.** This RFP is only illustrative in nature and all narrations are intended to be used by the Bidder as preliminary background information and amplification to the same can also be obtained through accessing information available on www.wavesindia.org. This RFP is not exhaustive and does not necessarily contain all the relevant information in relation to the Bid process and NFDC reserves the right to withdraw the RFP and/ or amend the requirements or information contained in this RFP at any time prior to award of work for the Bid, save in relation to the eligibility criteria, technical requirements and the evaluation principles of the Bids.
- **b.** Upon NFDC's selection of a Bidder, NFDC and the Bidder shall enter into a detailed contract/agreement incorporating provisions of this RFP and the successful Bid ("Agreement"). However, Bidder's obligation will commence from the date of the award of the Bid.
- **c.** NFDC reserves the right to:
  - i. Rank the Bidders in order of the attractiveness of the respective Bids submitted;
  - ii. Review, reconsider and amend the scope of services to be offered in respect of the Event at any time prior to the first bid submission;
  - iii. Accept or reject any or all Bids (including the most competitive commercial Bid) in its absolute discretion, without assigning any reasons for the same;
  - iv. Extend the time for submission of Bids at its sole discretion at any time prior to the due date, in case of any amendments in the RFP, with the amended RFP to be duly notified on the NFDC's and e-procure website and the same to be binding on all the Bidders.
  - v. In the event of any misstatement or misrepresentation being discovered or detected in the information furnished / documents submitted by the Bidder in response to this RFP or at any later stage or in the event of any contravention by the Bidder of any condition or criterion stipulated by NFDC, NFDC shall have the right to terminate or cancel the engagement granted to the Bidder, and nothing shall be payable or be paid by NFDC to the Bidder as damages or penalty. The penal provisions as stated in Earnest Money Deposit Declaration / Performance Security, as applicable, submitted by the Bidder shall stand forfeited forthwith, without any further notice from NFDC;
  - vi. Modify the scope of work as per the requirement in consultation with the successful bidder.
- **d.** The submission of a response to this RFP by any Bidder confirms the Bidder's Acceptance of all terms and conditions of this RFP including the amended terms and conditions (if any). Further, by doing so, the Bidder acknowledges that it has:
  - i. Understood and examined the extent of the scope of services and other information made available in writing by NFDC, for the purpose of this RFP;
  - ii. Examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP; and
  - iii. Satisfied itself as to the correctness and sufficiency of the RFP
- **e.** Bidders to this RFP or their agents may not make any contact with any party employed by or directly associated with NFDC or any of its government partners in relation to this RFP. Any clarifications and all information must be sought via e-mail only to <a href="mailto:ceo@wavesindia.org">ceo@wavesindia.org</a> as per format supplied at Clause 9 of this RFP. No queries shall be entertained by NFDC after the scheduled date and time mentioned in Clause 2 of this RFP.

#### 7. TERMS & CONDITIONS FOR SUBMISSION OF TENDER

The completed application (response document), containing one hard copy (printed, signed and bound copies) and one soft copy (on a USB Flash Drive – An MS Word document (compatible with MS Word 2003 or above) or an Adobe Acrobat PDF (compatible with Adobe Acrobat Reader 3.0 or higher) of the RFP including the presentation to be made to the Technical Evaluation Committee, should be submitted in two-bid system of Technical & Financial

Bids in two separate and sealed envelopes to be marked as "Technical Proposal" & "Financial Proposal" respectively. The details of the documents to be enclosed in the Technical Proposal is given in Part II of this RFP. Both the Technical and Financial proposals are to be enclosed in a bigger envelope sealed and super scribed with the title - "Techno-Financial Bid". All three envelopes should carry the title of the RFP, Due Date Address of End Client and Name, Address and Telephone Number of the Bidder. The Bid is to be submitted at Room no: 401, 4th Floor, Soochna Bhavan, Phase 1, C.G.O Complex, Lodhi Road, New Delhi 110003 on before the due date mentioned in Clause 2 above

A Pre-bid meeting will be held on dates mentioned in Clause 2 of this RFP to answer any queries that the prospective Bidders may have in regard to preparation of the proposals.

Technical Bids would be opened on **the date mentioned in Clause 2 of this RFP**. The proposals will be evaluated in accordance with the pre-qualification and evaluation criteria to shortlist AGENCIES for Technical evaluation and Presentation as prescribed in the RFP document.

The Technical evaluation and Presentation will take place on the date mentioned in Clause 2 of this RFP and financial bids of technically qualified bidders will be opened subsequently on **the date mentioned in Clause 2 of this RFP**at: Room no: 401, 4th Floor, Soochna Bhavan, Phase 1, C.G.O Complex, Lodhi Road, New Delhi 110003

#### 8. OTHER IMPORTANT INSTRUCTIONS TO BIDDERS

**a. EARNEST MONEY DEPOSIT:** Rs. 1,00,000/- (Rupees One Lakhs only).

Mode of Payment of Earnest Money Deposit (EMD): To be paid through Demand Draft/ Banker's cheque issued in the name of "National Film Development Corporation Ltd." payable at New Delhi valid for 6 months. MSME organizations will be exempted from EMD as per GOI Policy. For the exemption, the MSME Bidder will have to provide the MSME registration certificate.

- **b. Performance Bank Guarantee:** 3% of the contract value of a successful bid from a Nationalized Bank must be valid for 6 months from the completion of the contract period. The same should be submitted as per format.
- **c.** The Bidder shall include any additional costs, if at all in the Tender and the NFDC would in no way be liable for damages or extra payment regarding any unauthorised escalation in costs.
- **d.** The Bidder will submit only one proposal. If the Bidder submits or participates in more than one proposal, all such proposals shall be disqualified.
- e. There can be elimination at the time of evaluation of the Technical bid, if the Bidder fails to meet the Eligibility Criteria, in which case the tender is liable to be rejected. The Bidder will have to be present personally or through an Authorised Representative (the authorization must be provided on the letter head of the Bidder) at the time of opening of technical bids and opening of financial bids at the date and time as mentioned in Clause 2 of this RFP. The bids will be opened in front of the bidders who will be present and will sign the same as acknowledgement of witnessing the opening.
- **f.** The selection of the BIDDER will be made on Quality cum Cost Based Selection Method (QCBS) and procedures as described in this tender.
- g. The Bids submitted must be submitted without any overwriting, interlineations, corrections, double typing, financial quotes to be consistent in all columns viz per item and total etc. and NFDC reserves the right to reject the bids submitted in contravention of the NFDC's terms.

- h. The Bidder must ensure that the Technical Bid does not contain any Commercial items/prices. The Bidder will be disqualified in case Commercial items/prices are mentioned in the Technical Bid submission by the Bidder in respect of the RFP
- **i.** If any Bidder does not qualify in Technical evaluation, the unsuccessful bidder/Bidder shall be refunded EMD amount without interest within 07 days of the award of contract to successful bidder.
- **j.** The Bid should be an unconditional bid. In case of any condition, the Bid shall be treated as non-responsive and be disqualified.
- **k.** The Bid should be only in the prescribed format. It should also be accompanied by all the requisite documents.
- I. The Technical bid will be opened first and evaluated in accordance with the pre-qualification and evaluation criteria to shortlist qualifying bidders, as prescribed in the RFP document, by the Tender evaluation committee as approved by the Competent authority. After verification of documents, the qualified bidders will be called for their presentation for duration of 25-30 minutes each to present their proposals. Bidders presentation is to be restricted to the allotted time. Contents of the presentation will be evaluated by the Evaluation Committee as per the details given in the Marking Criteria given in Part II of this RFP. Only such Bidders who qualify technically by scoring minimum 70 marks and whose offer fully meets the requirements as envisaged in the RFP in terms of all items would be invited for financial bid opening.
- **m.** The financial proposal would be examined by the Committee to ensure whether all items as envisaged in this RFP have been covered. Leaving out any item or any shortcoming in the financial bid will result in disqualification of a bid.
- **n.** The amount quoted by a bidder should be inclusive of all taxes and duties. The total amount quoted should cover all the requirements as per this tender document.
- **o.** All the rates must be quoted in figures as well as in words, without any cutting or overwriting. In case of any discrepancy in the rates quoted in figures and words, the rates quoted in words shall be considered as final and authentic.
- **p.** Evaluation of Technical and Financial bids will be done as defined in Parts II & III of this RFP document. Work will be awarded to the eligible bidder as per the process defined in Parts I, II & III subject to approval of the competent authority of NFDC. Negotiations may be held with qualified and selected bidder. Under no circumstances, the financial negotiations shall result in an increase in the price originally quoted by the bidder. NFDC is at liberty to add or reduce any item on pro rata basis.
- **q.** The Bids shall be valid for a period of 90 days from the date of submission of the Bids. A bid valid for a shorter period may be rejected as non-compliant. NFDC will endeavour to complete the award of the contract within the validity period. However, in case of unforeseen delays in the process, NFDC may request for an extension of the validity of the bid. In case a bidder decides not to extend the validity of his bid, his bid will not be considered for further process.

#### r. Rejection of Technical Bid

In addition to any other reasons stipulated in this RFP, technical Bids may be rejected under any of the following circumstances:

- 1. Incomplete Bids that do not include all the items in the scope of services as indicated in the Bid- related documents, addendum (if any) and any subsequent information given to the Bidder;
- 2. Information that is found to be incorrect/misleading at any stage during the tendering process;
- 3. Inclusion of Financial Bid details in a technical Bid, or technical Bids that reveal quotations, in any form; and non-fulfilment of the eligibility criteria, set out in Clause 10, by the Bidder.

#### s. Rejection of Commercial Bid

In addition to any other reasons stipulated in this RFP, technical Bids may be rejected under any of the following circumstances:

- 1. Incomplete Bids that do not include all the items in the scope of services as indicated in the Bid-related documents, addendum (if any) and any subsequent information given to the Bidder;
- 2. Information that is found to be incorrect/misleading at any stage during the tendering process;

3. Inclusion of Financial Bid details in a technical Bid, or technical Bids that reveal quotations, in any form; and non-fulfilment of the eligibility criteria, set out in <u>Clause 10</u>, by the Bidder.

#### t. Other Reasons for Rejection of Bids

In addition to any other reasons stipulated in this RFP, Bids may be rejected under any of the following circumstances:

- 1. Bids in which the Bidder seeks to influence the NFDC bid evaluation, bid comparison or contract award decisions.
- In view of two bid systems, NFDC may first open technical bids. If the same is not complete and lacking
  with respect to any requirement(s), the same would be rejected straightaway, without opening the
  commercial bid.
- 3. By adopting the procedure above, the commercial bids of those bidders, whose technical bid(s) are found acceptable, shall be opened and processed further as per rules laid down for the same.
- 4. Bids that are submitted later than the last date and time of the submission will be rejected.

#### u. Correction of Errors

- i. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received by NFDC.
- ii. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.
- iii. The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to NFDC under the Tender Document and/or otherwise, under, inter alia, the following conditions:
  - 1. If a Bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice;
  - 2. If a Bidder withdraws its bid during period of bid validity as specified in this Tender Document or as extended by mutual consent of respective Bidder(s) and NFDC;
  - 3. In case the Successful Bidder, fails to furnish the performance security within the specified time limit.

#### 9 BIDDERS' QUERIES AND RESPONSES THERETO

**9.1** All enquiries from the Bidder's relating to this RFP must be submitted exclusively to the contact person at the given email address. The queries should necessarily be submitted on or before scheduled date and time mentioned in clause 2 in the following format:-

To,				
	General Manager (WAVES) National Film Development Corporation Ltd Delhi email: ceo@wavesindia.org			
	BIDE	DER'S REQUEST FOR CL	ARIFICATION	
Name of Org		Name & Position of person submitting request	Full formal address of organization including phone, the fax and email points of contact & contact details of local office as well	
			Tel: Fax: Optional Email:	
SI. No.	Bidding Document Reference(s) (section number/page)	Content of RFP requiring clarification	Points of Clarification required	

- 9.2 All enquiries should be sent to NFDC through email only. NFDC shall not be responsible for ensuring that Bidders' enquiries have been received by them. NFDC shall endeavour to provide a complete, accurate, and timely response to all questions to all the Bidders. However, NFDC makes no representation or warranty as to the completeness or accuracy of any response, nor does NFDC undertake to answer all the queries that have been posed by the Bidders. All responses given by NFDC will be distributed to all the Bidders.
- 9.3 NFDC will host a virtual (or physical, if decided) Pre-Bid Conference, scheduled as per the details in Bid Schedule at Clause 2. The representatives of the interested Bidders may attend the pre-bid conference at their own cost. The purpose of the conference is to provide Bidders with information regarding the RFP and discuss bidders' queries, together with proposed solutions. NFDC shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference.
- 9.4 NFDC shall issue responses to all of the bidders' written queries raised prior to the Pre-Bid Conference or at the Pre-Bid Conference, together with any other revised documents (if required) as per schedule/timelines in this RFP.

# 10 ELIGIBILITY CRITERIA

**10.1** Each Bidder must fulfil the following qualification criteria (Documents supporting eligibility as mentioned in the clauses below must be furnished in the Technical Bid):

SI No	Qualification	Criteria	Mandatory Documentary Evidence to be Submitted
1	Legal Entity	Bidder must be Registered Company / MSME in India under the Companies Act/ LLP Act or Partnership Firm	<ul> <li>Copy of Certificate         <ul> <li>Incorporation</li> </ul> </li> <li>Partnership deed In         <ul> <li>case of partnership</li> <li>firm</li> </ul> </li> </ul>
2	Annual Turnover	Average Annual financial turnover should be at least INR 8 crores during last three financial years i.e. FY2021-22, FY 2022-23, FY 2023-24	<ul> <li>Audited Balance Sheets</li> <li>Certificate duly audited by CA</li> <li>ITR V for financial year 21- 22, 22-23, 23-24</li> </ul>
3	Profit/Loss	Should not be a loss-making firm during last three financial years i.e. FY2021-22, FY 2022-23, FY 2023-24	<ul> <li>Audited P&amp;L statement</li> <li>Certificate duly issued by CA firm</li> </ul>
4	Non-insolvency	Bidder shall submit a solvency certificate from Nationalized / Scheduled Bank for an amount of Rs. 3 Crores (Rupees Three Crores Only).	The certificate should have been issued within 06 months before the due date of submission of bid.
5	Blacklisting	Bidder should not have been banned or delisted by any Governmentor  Quasi- Governmental bodies/PSUs	Self-Declaration in Letter     Head government or PSU's.     If banned/delisted     it must be clearly stated on     Rs 100/- non judiary stamp     paper
6	On-Site Support	Branch office in Delhi NCR	Undertaking of the list of offices.
7	ISO Certificate	ISO/IEC 27001:2022 (Information Security Management System) certified	Copy of Certificate to be enclosed
8	PAN & GST	Bidder should have valid PAN & GST Registration	<ul><li>PAN Card</li><li>REG-06 GST Certificate</li></ul>

### 11 SCOPE OF WORK:

Partnering with NFDC for the **Design, Development, Implementation and Maintenance of Software Application and WAVES Bazaar with Technical Support and Hospitality Management for** the World Audio Visual & Entertainment Summit (WAVES) 2025 in Delhi, India from 5<sup>th</sup> to 9<sup>th</sup> February 2025. The

detailed scope of work is given in Annexure I.

#### 12 SELECTION PROCESS:

The Technical bid will be opened first and evaluated to ensure that the bidder is fulfilling all Eligibility requirements as given in Clause 10 of this RFP. After verification of documents, the eligible BIDDER will be called for a presentation for a duration of 25-30 minutes each to present their proposals. The proposal submitted by the BIDDER will be evaluated by the constituted tender committee. Appropriate weightage as per scheme indicated at Part II of this RFP would be taken into account while arriving at a decision for short-listing the BIDDER for financial bid opening. Only BIDDERs who qualifies technically by scoring minimum 70 marks and whose offer fully meets the requirements as envisaged in the RFP, would be invited for financial bid opening.

The Financial proposal would first be examined by the Committee to ensure whether the entire scope as envisaged in this RFP has been covered. Any shortcoming on this aspect will result in disqualification of a bid. Marks would be given for the components as per weightage listed at Part III of the RFP.

- **12.1** All the rates must be quoted in INR figures as well as in words, without any cutting or overwriting. In case of any discrepancy in the rates quoted in figures and words, the rates quoted in words shall be considered as final and authentic.
- **12.2** The bids will be opened in front of AGENCIES who will be present at the time of bid opening as given in the Schedule of Submission of RFP.
- 12.3 Evaluation of technical and financial bids will be done as defined in parts II & III of the RFP document. Contract will be awarded to the eligible BIDDER as per the process defined in parts I, II & III, subject to approval of the competent authority. Negotiations may be held with qualified and selected BIDDER. Under no circumstances, the financial negotiations shall result in an increase in the price originally quoted by the BIDDER. NFDC is at liberty to reduce or add any item on a pro rata basis.
- **12.4** A contract will be executed between NFDC and the selected BIDDER as per the format defined by NFDC. The BIDDER shall not claim any extension in contract as a matter of right.

#### 13 PERFORMANCE GUARANTEE

The selected BIDDER will be required to submit a Performance Guarantee of 3% of the total value of the contract, prior to signing of the contract and which shall be valid for 6 (six) months beyond the expiry of the contract. Failure to provide such guarantee will result in disqualification and the contract will be awarded to the next eligible BIDDER and the EMD shall be forfeited.

#### 14 LIQUIDATED DAMAGES

In the event of any default by the successful BIDDER in maintaining the agreed time frame/ scheduled set of activities as laid down in the contract, NFDC shall have the right to cancel the contract at any time and make alternative arrangement at the discretion of NFDC, in which case the extra expenditure involved, will be recovered from the successful BIDDER. In the alternative, successful BIDDER shall be liable to pay liquidated damages subject to a maximum of 5% of the total contract value as an agreed pre-estimate of the damage suffered.

#### 15 PAYMENT TERMS

The following milestone will be followed for the payment:

- **15.1** 30% of the contract value shall be paid on signing of the contract/agreement by the Bidder and NFDC.
- **15.2** 30% of the contract value shall be paid against submission of design and concept and approval of the same by NDFC.
- **15.3** The Balance 40% shall be paid on successful completion of the assignment
- All the above instalments will be paid subject to the submission of valid invoices along with supporting documents (if any) subject to deduction of statutory Taxes.

#### 16 GENERAL CONDITIONS OF CONTRACT

The general conditions of contract, set out in this Clause 16, shall be incorporated in the Agreement and shall apply to the extent that the provisions in other parts of the RFP do not supersede them.

#### **General Provisions:**

- Relationship between the parties: Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent between NFDC and the Bidder. The Bidder, subject to the provisions of the RFP or the Agreement, has complete charge over the personnel delivering the services and shall be fully responsible for the services performed by them or on their behalf.
- **16.3 Headings:**Headings shall not limit, alter or affect the meaning of this RFP.
- 16.4 Notices: Any notice, request or consent required or permitted to be given or made pursuant to this RFP shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the party to whom the communication is addressed, or when sent by registered post or facsimile or email transmission to such party at the address, facsimile number or email address specified. A party may change its details for notice hereunder by giving the other party 7 (seven) days' prior written notice of such change.
- **16.5 Location:** The services shall be performed at Bharat Mandapam at such locations as are determined in accordance with the terms of this RFP or the Agreement.
- Authorised representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this RFP by NFDC or the Bidder may be taken or executed by the authorised representatives of each party.
- Taxes and Duties: The Bidder shall be liable to bear any direct and indirect taxes, including GST, as applicable, duties, fees, cess, surcharge, levies and other impositions levied under Applicable Law, save that each party shall be liable to bear its own income taxes and all payments shall be subject to tax (including goods and service tax, as applicable) to be deducted at source.
- 16.8 Measures to be taken by NFDC: It is NFDC's policy to require that NFDC as well as the Bidders and all its members observe the highest standard of ethics during the execution of the Agreement. In pursuance of this policy, NFDC, defines, for the purpose of this provision, the terms set forth below as follows:
  - **16.8.1** "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
  - **16.8.2** NFDC may terminate the arrangement if it is determined at any time that representatives of the Bidders were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract/ Agreement.

- **16.8.3** NFDC may also impose sanctions against the Bidder, namely declaring the Bidder ineligible for the award of the contract, if NFDC, at any time, determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, any NFDC financed contract or Event. Also, penalty such as debarment in participation of future NFDC tenders for a limited period or forfeiture Performance Security shall be imposed on the Bidder as well.
- **16.8.4** Commencement, Completion, Modification or Termination of the Agreement:
- **16.8.5** Effectiveness of the Agreement: The awarded contract shall come into force and effect on the date of execution of the Agreement.
- **16.8.6** Commencement of Services: The Bidder shall begin carrying out the services in terms of the Agreement.
- 16.8.7 Entire Agreement: The RFP and the Agreement contain all covenants, stipulations and provisions agreed to by the parties. No agent or representative of either party has the authority to make, and the parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein or in the Agreement.
- **16.8.8** Modifications or Variations: Any modification or variation of the terms and conditions of the Agreement, including any modification or variation of the scope of the services, may only be made in writing by mutual agreement between the Bidder and NFDC.

#### 16.9 Force Majeure:

- 16.9.1 Definition: For the purposes of this RFP, "Force Majeure" means an event which is beyond the reasonable control of NFDC or the Government of India or the Bidder, is not foreseeable, is unavoidable and not brought about by or at the instance of NFDC or the Bidder claiming to be affected by such event and which has caused the non- performance or delay in performance, and which makes NFDC's or the Bidder's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, pandemics, epidemics, lockdown, quarantine or other extreme adverse Weather conditions, strikes, lockouts or other industrial action (except where NFDC or the Bidder has the power to Prevent such strikes, lockouts or other industrial action), confiscation or any other action by government agencies.
- 16.9.2 Force Majeure shall not include: (a) any Event which is caused by the negligence or intentional action of the affected party or its agents or employees; (b) any event which a diligent person could reasonably have been expected to take into account at the time of entering into this arrangement, and avoid or overcome in the carrying out of its obligations hereunder; or (c) insufficiency of funds or inability to make any payment required hereunder.

## **16.9.3** Measures to be Taken:

- **16.9.3.1** Any party affected by an Event of Force Majeure shall continue to perform its obligations under the Agreement as far as reasonably practicable, and shall take all reasonable measures to minimise the consequences of any event of Force Majeure.
- **16.9.3.2** If a party is affected by an event of Force Majeure, it shall notify the other party of such event as soon as possible, and in any case, not later than 3 (three) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. Any period within which a party is required to, pursuant to the Agreement, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of an event of Force Majeure.
- **16.9.3.3** During the period of their inability to perform the obligations as a result of an event of Force Majeure, the affected party shall either demobilize or continue with the services to the

- extent possible, in which case the affected party shall continue to be paid proportionately and on a pro rata basis, under the terms of the Agreement.
- **16.9.3.4** In the case of any dispute between the parties as to the existence or extent of a Force Majeure event, the matter shall be settled in accordance with the provisions of Clause 16.19

#### 16.10 Suspension:

Each party may, by written notice of suspension to the other party, suspend all performance of its obligations under the Agreement, if such other party fails to perform any of its obligations under the Agreement, provided that such notice of suspension:

- (a) shall specify the nature of the failure; and
- (b) shall allow the other party to remedy such failure, if capable of being remedied, within a period not exceeding 30 (thirty) days after receipt of such notice of suspension.

#### **16.11** Delay of contract:

In the event If the Bidder is prevented from performance under this contract for a period of 30 days or more, due to reasons attributable to NFDC conveyed through written communication or due to circumstances beyond the control of the Bidder (Force Majeure) or due to imposition of sanctions by Government Authorities due to Pandemic /Epidemic, then the Bidder may elect to terminate the contract in part or full by issuing a written notice to NFDC.

#### 16.12 Termination:

#### 16.12.1 NFDC may terminate the Agreement by serving written notice:

- (a) if the Bidder is in breach of any of the terms and conditions of the Tender documents including Agreement and fails to remedy a breach in the performance of its obligations under the Agreement within 3 (three) days of receipt of such notice or within such further period as the NFDC may have subsequently approved in writing;
- (b) if the Bidder becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the Agreement;
- (c) if the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 16.19.2;
- (d) if the Bidder is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Agreement;
- (e) if the Bidder submits to NFDC a false statement which has a material effect on the rights, obligations or interests of NFDC; or
- (f) Each Party has a right to terminate the Agreement upon occurrence of an Event of Force Majeure;

#### 16.12.2 Cessation of Rights and Obligations:

- **16.12.2.1**Upon the termination of the Agreement or upon expiration of the Agreement, all rights and obligations of the parties hereunder shall cease, except:
  - a. such rights and obligations as may have accrued on the date of termination or expiration;
  - b. obligation of confidentiality set forth in relation to the parties;
  - c. any right which a party may have under Applicable Law. Further any advance paid by NFDC to the Bidder, prior to termination in accordance with Clause above, will be immediately refunded to NFDC.
- **16.12.3** Cessation of Services: Upon termination of the Agreement by either party, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner. With respect to documents prepared by the Bidder and equipment and materials furnished by NFDC, the Bidder Shall proceed as instructed by NFDC.

- **16.12.4 Payment upon Termination / Suspension:** Upon termination of the Agreement for any reason whatsoever, each party shall pay to the other any unpaid or accrued dues (including any advances received by it), even if this termination / suspension has occurred before the commencement of the event. This is specifically so as this work is for Creative Management which starts well in advance of the event.
- **16.12.5 Disputes about Events of Termination:** If either party disputes whether an event warranting termination has occurred, such party may, refer the matter to arbitration under Clause 16.19.2, Obligations of the Bidder
- **16.13 Standard of Performance:** The Bidder shall perform the services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with the best accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology.
- **16.14 Reporting Obligations:** The Bidder shall submit to NFDC the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein. Final reports shall be delivered in hard copies specified thereof.
- **16.15** Insurance to be taken out by the Bidder: The Bidder shall take out and maintain adequate insurance, at its own cost, covering its risk under the Agreement
- **16.16** Assistance by NFDC: NFDC shall use its best efforts to:
  - **16.16.1** provide the Bidder with work permits and such other documents as may be necessary to enable the Bidder to perform the services;
  - **16.16.2** issue to its officials, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective delivery of the services; and
  - **16.16.3** provide to the Bidder any other assistance required for the provision of the services.
- **16.17 Fairness and Good Faith:** The parties undertake to act in good faith with respect to each other's rights under the arrangement and to adopt all reasonable measures to ensure the realisation of the objectives of the arrangement.
- **16.18 Operation of the Agreement:** The parties recognize that it is impractical for the RFP or the Agreement to provide for every contingency which may arise during the Term, and the parties hereby agree that it is their intention that the RFP and the Agreement shall operate fairly as between them, and without detriment to the interest of either party.

#### 16.19 Settlement of Disputes:

16.19.1 Amicable Settlement: In the event a dispute arises between the parties in relation to any matter under the RFP or the Agreement, either party may send a written notice to the other party. The party receiving the notice shall be required to respond to such notice in writing within 72 (seventy- two) hours of receipt, failing which and if the dispute cannot be amicably settled within the aforementioned time period, the parties shall proceed to arbitration

#### 16.19.2 Arbitration:

- 16.19.2.1 In the case of a dispute arising in connection with the Agreement or the RFP, which has not been settled amicably within the stipulated time period set out in Clause 16.19.1, either party may refer the dispute for arbitration under the (Indian) Arbitration and Conciliation Act 1996 as amended. Such dispute shall be referred to the sole arbitrator to be appointed at the sole discretion of the MD, NFDC upon taking into consideration the suggestions provided by both, the NFDC and the Bidder.
- 16.19.2.2 The seat of the arbitration shall be in Mumbai, India and the language of the arbitration

proceedings and that of all documents and communications between the parties shall be English.

- **16.19.2.3** The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitration, as determined by the arbitrators, shall be borne equally by NFDC and the Bidder. However, the expenses incurred by each party in connection with the preparation for such arbitration proceedings shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.
- 16.20 Intellectual Property Rights: All right, title and interest in and to all ideas, processes, trademarks, service marks, inventions, designs, technologies, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable work products, marketing and business ideas, and all improvements, know- how, data, rights and claims related to the foregoing, which are conceived, developed or created with the conceptual inputs, financing or materials provided by a party ("Intellectual Property"), whether or not registered or registrable, patented or patentable, shall be held and owned solely by such party. The Bidder shall mark all NFDC's IP with NFDC's copyright. In the event that the Bidder should otherwise, including by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any IP of NFDC, the Bidder hereby assigns and otherwise transfers and agrees to assign and otherwise transfer to NFDC, without further consideration, NFDC's entire right, title and interest in and to each and every such IP of NFDC. The Bidder hereby waives any so-called "droit moral" rights, "moral rights of authors" and all other similar rights the Bidder may have in any IP of NFDC, however denominated, throughout the world.

Notwithstanding anything as contained in the RFP/Agreement, all Intellectual Property Rights shall for all purposes stand vested in NFDC.

#### **16.21** Non-collusive Binding Certification:

By submission of this Bid, the Bidder and each person signing on behalf of the Bidder certifies, under penalty of perjury, that to the best of his/her knowledge and belief:

- **16.21.1** the amounts of this Bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such amounts with any other Bidder or with any competitor;
- unless otherwise required by Applicable Law, the amounts which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening of the Bid, directly or indirectly, to any other Bidder or to any competitor; and
- **16.21.3** no attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.
- **16.21.4** A Bid shall not be considered for award nor shall any award be made where Clauses of this RFP have not been complied with; provided however, that if in any case, the Bidder(s) cannot comply with the foregoing certification, the Bidder shall so state and furnish a signed statement which sets forth in detail the reasons therefore.
- **16.22 Conflict of interests** The bidder should hold NFDC interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reason the bidder shall promptly disclose the same to NFDC and seek its instructions.
- **16.23 Liquidation Charges** The Bidder must strictly comply with all terms and conditions prescribed herein. In the event of default to comply with or perform or commit breach of any terms, conditions, obligation, undertaking, representation or warranty under this Agreement, in the case of:
- **16.23.1 Default in provision of Services**: The Bidder shall be held liable for penalty (liquidation damage) which shall not exceed [10] % of the total value of the Contract bid. In the event of Bidder's

default in adhering to the agreed time frame / scheduled scope of services as detailed in this Contract, the Bidder shall be liable to pay 1% of the total cost of the Services for delay of each week or part thereof subject to a maximum of 10% of the total contract value.

#### 16.24 Miscellaneous:

- 16.24.1 There should be no action or proceedings which have been initiated, against the bidder, under the Insolvency and Bankruptcy Laws under the Applicable Law, including but not limited to declaration of Insolvency or Bankruptcy and/or the bidder should not have been black listed in the last 5 years by any Central Government or State Government body for any violations of the Code of Integrity or been convicted of an offence under the prevention of Corruption act, 1988
- 16.24.2 The failure at any time of the Bidder or NFDC to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either party may, at any time, demand strict and complete performance by the other of such terms, covenants and conditions.
- **16.24.3** The Bidder shall notify NFDC of any material change in its corporate status, especially where such change would impact the performance of the obligations undertaken under the Agreement or the RFP.

#### 16.25 Indemnity

- **16.25.1** Each party shall, at all times, indemnify and keep indemnified the other party, against all claims/damages/cost/penalties/third party claims of whatsoever nature including for any infringement of any intellectual property rights by it of the other party
- 16.25.2 Each party ("Indemnifying Party") shall, at all times, indemnify and keep indemnified the other party ("Indemnified Party"), against any claims against the Indemnified Party in respect of any damages or compensation as a consequence of any accident or injury sustained or suffered by the Indemnifying Party's employees or agents or by any other third party resulting from or by any action, omission or operation by or on behalf of the Indemnifying Party.
- **16.25.3** The Indemnifying Party shall, at all times, indemnify and keep indemnified the Indemnified Party against any and all claims against the Indemnified Party made by employees, workmen, contractors, sub- contractors, suppliers, agents, employed, engaged or otherwise working for the Indemnifying Party, in respect of wages, salaries, remuneration, compensation and the like.
- **16.25.4** All indemnity claims shall survive the termination or expiry of the Term
- 16.26 The Bidder shall be liable for compliance of all applicable laws / rules / regulations while performing its obligations under the RFP/ Agreement and shall keep NFDC indemnified in this regard.

#### 17 DECLARATION OF SUCCESSFUL BIDDER; SIGNING OF CONTRACT

- 17.1 NFDC will notify the successful Bidder in writing by registered post or by email transmission that its Bid has been accepted. NFDC will also send to the successful Bidder, a draft of the Agreement, along with the aforementioned notification. The successful Bidder and NFDC shall discuss and enter into a mutually agreeable final written form of the Agreement and each part shall retain one original of the signed Agreement. It is clarified that the Agreement will incorporate the provisions, intent and principles of the RFP and the Bid submitted by the successful Bidder.
- 17.2 The failure of the successful Bidder to agree to the terms and conditions of the Agreement shall constitute sufficient grounds for the annulment of the successful Bid, following which NFDC may, in its sole discretion, either declare the next best Bid submitted in response to the RFP notice as the successful Bidder or call for fresh proposals. Further, since the Agreement only consists of provisions of RFP and Bid and then also the successful bidder fails to sign the agreement then his

bid will be cancelled and penal provisions as stated in EMD declaration shall be applicable.

**18 Termof the Agreement:** The Agreement shall commence on the date of its execution and shall be valid and subsisting during the Term.

#### **PART II**

#### **TECHNICAL BID PROPOSAL**

- **A.** The Technical proposal should include all required documents as given below:
  - 1. Form of Undertaking regarding performance of contract as per the Bid, RFP and Agreement as per format in Annexure III
  - 2. Bid Security Declaration form as per format in Annexure IV
  - 3. Details of Personnel as per Format in Annexure V
  - **4.** Declaration regarding non-bankruptcy, non-blacklisting, non-insolvency, no conflict of interest, not being from country with shared land borders with India as per Format given in Annexure VI
  - 5. Turnover certificate issued by Chartered Accountant as per format given in Annexure VII
  - **6.** Details of Work Experience to meet Eligibility Criteria and Marking Criteria as per Format given in Annexure VIII
  - **7.** The Bidder must submit duly certified copies of PAN Card, GST Registration Certificate, MSME certificate.( if applicable)
  - **8.** Income Tax returns for Last 3 Financial Years
  - **9.** Power of Attorney authorizing the person signing the bid. Any other document required to showg the devolution of authority from the Directors of the company
  - **10.** Documents to establish Bidder's eligibility as per the Eligibility Criteria given in Clause 10 of this RFP. All necessary documents to establish the same should be enclosed in the Technical Bid
  - **11.** Documents to establish Technical Qualification as per the marking criteria given in the Marking Criteria Table below
  - 12. Presentation
  - **13.** Any supporting documents mentioned in the Annexures

Only bidders whose proposals comply in full to the requirements of the RFP will be eligible for further Technical Evaluation

#### **EVALUATION OF TECHNICAL PROPOSAL / MARKING CRITERIA**

1. The Evaluation Committee would evaluate the Technical proposal on the basis of the information submitted and using the evaluation criteria and point system specified in these terms & conditions. The technical bid will carry a total of 100 marks that will be subdivided in respect of each of the specified parameters as detailed below:

SI	Technical Evaluation Criteria		Marking Scheme	Max
No			, and the second	Marks
1	financial years FY2021-22, FY 2022-23, FY 23-24  Document required: CA Certificate & Audited Balance Sheets and Profit and Loss		<ul> <li>8-15 crores - 3 marks</li> <li>15-25 crores - 5 marks</li> <li>Above 25 crores - 10 marks</li> </ul>	10
	The Bidder must have executed minimum 3 projects involving creation (design, development, maintenance, technical support) of software application for events or other digital/ virtual platforms for showcasing capabilities of client organizations in the last 5 financial years. At least 1 should be for a government department/PSU.  Documents required: Work Orders / Agreement AND Completion Certificates from Client or independent Chartered Accountant		<ul> <li>3 project - 5 marks</li> <li>3-5 projects - 10 marks</li> <li>5 or more projects - 15 marks</li> </ul>	15
3	marketing of permanent Certificate f	rom HR in Annexure V giving	<ul> <li>Upto 10 personnel: 5 marks</li> <li>More than 10 personnel: 10 marks</li> </ul>	10
4	details of personnel  Bidder must have internal design/content team with capability of 2D Design and at least 2 personnel for copy/content requirement  Certificate from HR in Annexure V giving details of personnel		<ul> <li>Upto 10 personnel: 5 marks</li> <li>More than 10 personnel: 10 marks</li> <li>(At least 2 personnel should be capable of fulfilling copy/content requirement)</li> </ul>	10
5	of	UI/UX Designer – at least 2 with 10 years of experience	3 marks	15
	im members te from HR in giving details sonnel)	<b>Project Lead</b> with more than 10 years of experience	4 marks	
	Core Team members (Certificate from HR in Annexure V giving details personnel)	Web Developer – at least 5 developers with 5+ years of experience	5 marks	
	C. (C¢ Anne	<b>Solution Architect</b> with at least 10 years of experience	3 marks	

7	Technical Presentation	Design Template, Proposed	40
		Methodology, execution plan (including	
		Hospitality Management and technical	
		support as per SOW) and features,	
		support offered, showcase of similar past	
		project executed.	
		Submit the entire technical architecture	
		diagram, including the workflow of all	
		modules. The technical presentation	
		should showcase the detailed design,	
		diagrams, and flowcharts of the entire	
		software application, from the database	
		level to the application interface.	
		Score will be as per assessment of the	
		Tender Evaluation Committee	
	Total Technical Score (T)		100

Bids securing 70 percent or more will qualify for financial evaluation

Note: In case the Bidder fails to submit documentary proof in respect of the above, the Bidder will not be allotted proportionate marks in respect of the unavailable documentary proof for those particular item/criteria.

- 2. The BIDDER will have to make a presentation of the Technical Proposal before the Selection Committee constituted by NFDC/WAVES. The criteria will be analysed and judged by the Selection Committee so constituted. The Selection Committee will take into consideration the Creative & Technical content of the presentation, and the proposal put forth by the BIDDER. The content for the sessions and the events will however be subject to finalization by the Selection Committee/ END Client only.
- 3. The BIDDER will have to submit a soft copy of each item, wherever applicable, as per the applicable Annexures of this RFP. In case of non-submission of soft copies of the creative(s) by the BIDDER, proportionate marks for that component will not be allotted.
- 4. The BIDDER shall make a presentation of duration of not more than 25-30 minutes before the Selection Committee for better appreciation of the plan for execution, support etc. proposed by them.
- 5. Only BIDDERs who score a minimum of 70 marks in the Technical evaluation and presentation will be eligible for the opening of their Financial Bids.
- 6. The presentation shall cover in sufficient detail the appreciation of the BIDDER of the Assignment as mentioned in the Scope of Work and RFP Schedule i.e. Thematic understanding, quality of visual appeal, overall project management capabilities, proposed organizational structure, work plan, implementation strategy etc. The objective of the presentation is to evaluate the BIDDER regarding their understanding and preparations for the event and Bharat Pavilion including innovation/Start-up zone and Marketplace hub thereof. The delivery plans submitted by the BIDDER if required alteration, addition, deletion as per END CLIENT's requirement must be carried out by the BIDDER as directed by NFDC at any point and no extra payment will be charged.

#### **PART III**

#### FINANCIAL BID PROPOSAL

- **1.** Financial bids of only those AGENCIES will be opened who have secured a minimum of 70 marks in the Technical Evaluation and presentation.
- **2.** The Financial bids must be firm and fixed and should be valid for at least 90 days from the date of submission of offer.
- **3.** In preparing the financial bid, the BIDDER shall take into account the requirements of the project and its elements, manpower required, all administrative charges, travel, etc. as per the scope of work detailed at Annexure I.
- **4.** The costing submitted by the BIDDER shall be the upper limit of the expenditure. It shall be up to the BIDDER to anticipate and work out the various costing under the given sub-heads. The descriptive items listed against each scope of work are only indicative, and it shall be the duty of the BIDDER to visualize and anticipate the extra requirements, if any. All expenditure pertaining to subsequent meetings for the project viz. Air fare, transportation, Accommodation & Incidental costs, etc. are to be borne by the BIDDER. No Additional Cost shall be entertained apart from the cost quoted by the BIDDER in the financial bid. The BIDDER shall quote the corresponding cost accordingly, as laid down in Annexure II. Any subsequent increase or escalation of costs shall have to be borne by the BIDDER unless the same has been requested and authorized by NFDC in writing.
- **5.** The BIDDER shall submit the detailed cost of each item as per Annexure II. The BIDDER will have to ensure that the cost details are submitted only in the format finalized by the NFDC, failing which the financial tenders submitted by it are liable not to be considered without assigning any reasons thereof.
- **6.** The Financial bids will be opened by the Selection Committee in respect of only those AGENCIES whose proposals are shortlisted after Technical Evaluation and Presentation. The Committee so constituted for this purpose will decide the eligible BIDDER as per the evaluation procedure listed in Part II and III. NFDC is at liberty to reduce or increase any item on *pro rata* basis.

#### **Evaluation of Financial Proposal:**

In the second stage, the Financial Evaluation will be carried out as per this clause. The Financial Proposal will be assigned a financial score (FS).

For Financial Evaluation, the total cost (including all taxes) indicated in the Financial Proposal for all of the services will be considered.

The Selection Committee will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services for each service. Omissions, if any, in costing any item, shall not entitle the BIDDER to be compensated and the liability to fulfil its obligations as per the Scope of Work within the total quoted price shall be that of the selected BIDDER. The Proposal will be evaluated on the QCBS Method and will be given a Total Technical (T) and Financial (F) score (FS) 100 points.

The H1 scores will be computed as follows:

#### **Combined Technical and Financial Evaluation and Final Evaluation:**

(i) Technical score will be calculated by applying the allotted weightage of 70% to the Technical Evaluation marks obtained and shall be ranked as T1, T2, T3, T4 etc.,

Technical Score (TS) = Technical Evaluation Marks X 0.7

- (ii) Price quoted by the Agencies shall be evaluated in comparison to the Lowest Financial Price obtained in the RFP, with the allotted weightage of 30% and ranked as P1, P2, P3, P4 etc.,
- (iii) The financial scores will be computed as follows:

FS= 100 X LFP/FP X W

(FS= Financial Score)

(LFP = Amount of Lowest Financial Proposal)

(FP= Amount of Financial Proposal quoted by the BIDDER)

W is the weightage (30%) for financial bids

(iv) Combined Final Score (CFS) = Technical Score (TS)+ Financial Score (FS)

The bid obtaining the highest total combined score will be ranked as H-1 followed by the other bids securing lesser marks as H-2, H-3 etc., The bidder securing the highest combined marks and ranked as H-1 will be called for negotiations if required and shall be recommended for award of contract.

# Example

Technical bid evaluation for 70% weightage shall be as under:					
Sl. No	Bidder	Technically	Assessment with	Value with 70%	Ranking
		Evaluated Marks	70% weightage	weightage	
1	X	70	70 x 0.7	49	T3
3	Υ	80	80 x 0.7	56	T1
4	Z	75	75 x 0.7	52.5	T2
Financial I	bid evaluation	for 30% weightage	shall be as under:		
Sl. No	Bidder	Assumed	Assessment with	Value with 30%	Ranking
		Quoted value	30% weightage	weightage	
1	Х	4800000	48/48 x 100 X 0.3	30	P1
2	Υ	5800000	48/58 x 100 x 0.3	24.82	P2
3	Z	Z 6700000 48/67 x 100 x 0.3 21.49		21.49	Р3
Selection	of the H-1 Bid	der shall be as unde	er:		
Sl. No	Bidder	Technical	Financial standing	Combined Score	Ranking
		assessment	score		
		score			
1	X	49	30	79	H-2
2	Υ	56	24.83	80.82	H-1
3	Z	52.5	21.49 73.99 H		H-3

Bidder "Y" will be selected for placement of order

# ANNEXURE I Scope of Work

		WAVES Website
S.No.	Module	Feature / Description
		Home Page - Develop a visually appealing and informative home page that serves as the entry point for users.
		About Waves - Create a page outlining the purpose of the WAVES event.
		Event Schedule - Design an easy-to-navigate page displaying the complete event schedule. Integrate functionality for users to add events of interest to their personal calendars once logged in.
		Media - Develop a page to showcase various media content related to the event, such as press releases, photos, and videos
1	Home Bage & LII/LIV	(details to be confirmed)  Develop Interface for 27 Challenges
1	Home Page & UI/UX	Tender Upload Provision
		Dynamic News Update Module (News Feed Dashboard with complete backend control)
		Sponsorship Details Page
		Exhibitor Directory
		FAQs - Create a comprehensive FAQ page to address frequently
		asked questions about the event
		Gallery - Design a gallery page to showcase photos from past events or WAVES (including pre-event)
		Contact Us - Develop a contact page with a form for users to send inquiries or messages to the event organizers.
	Design a user-friendly registration form to accommode delegate categories. Include Email/Mobile OTP for veri the first time or email link for verification and then can password-based login after first time.  Implement bulk upload functionality (excluding paid vi where admin can control who can bulk upload in what for what organization and for how many people.  Create a tiered registration system with different access based on payment amounts. (e.g., Free tier, Paid tier was to specific features for a certain amount, Premium tier	Design a user-friendly registration form to accommodate various delegate categories. Include Email/Mobile OTP for verification for the first time or email link for verification and then can have password-based login after first time.
		Implement bulk upload functionality (excluding paid visitors) where admin can control who can bulk upload in what category for what organization and for how many people.
2		Create a tiered registration system with different access levels based on payment amounts. (e.g., Free tier, Paid tier with access to specific features for a certain amount, Premium tier with access to additional features for a higher amount)
2	Delegate Registration	Student Registration for accepting all student IDs with Backend Approval dashboard
		Public Days User registration for non-business users
		Media Registration to allow all media and publication houses to
		register with appropriate validations and documentations vetting module with admin approval process
		Secure Database to be implemented on SOC II compliant cloud service provider only
		Payment Gateway integration for paid visitors with Receipt and Invoicing mechanism

		Event Schedule access
		Networking - Event Connect with other Delegates and Exhibitor
		Access to WAVES Bazaar (point 7 – Scope of Work)
3	Delegate Dashboard	Meeting room space booking for arranging meeting with other
		delegates
		Integrate a payment gateway for seamless booking confirmation.
		Exclusive exhibitor registration module with backend approval
	Exhibitor Registration	mechanism
4		Exhibitor profile and catalogue capture module for public
		showcase
		Payment gateway integration with seamless registration booking
		Receipts and Invoices Download Module
		Passes Booking Module
		Contractor assignment module
5	Exhibitor Dashboard	Sponsorship package module for exhibitor exclusive branding
		B2B Lounge booking and conference room booking
		Space Booking Module
		Co-Exhibitor Registration Module for sharing space
		Design an interactive expo area layout where exhibitors can
		select and book space in real-time.
		Introduce a functionality similar to exhibition space booking,
		allowing delegates to book space for product launches, tech
		demos, or other events.
	E Library Construction (	Multiple booth booking options
6	Exhibition Space Booking /	AI Algorithm for adjacent space booking only
	Other Space Booking	Customized Individual exhibitor discount module
		Bulk Discount Module
		Transaction Table integration with complete details of all
		successful payments
		Ancillary items for booth like Chairs etc.
		Integrate a payment gateway for seamless booking confirmation.
		Develop a secure admin and moderator panel to grant NFDC
		control over user accounts, registrations, bookings, content
		management, and other functionalities
		All user access control with hierarchy implementation
7	Admin & Moderator Panel	Media Users approval mechanism
_	/tallilli & Moderator Faller	Provisional exhibitor management
		Blocked booth management
		Integrate email notification functionalities (individual and bulk
		emails)
		Implement push notifications for the apps (both Android & iOS).
_	Content Management	Develop a user-friendly CMS to allow NFDC to manage content
8	System (CMS)	(text, images, videos, etc.), including adding, editing, and deleting
	, ,	content
_		Contractor profile and documentation upload module
9	Contractor Registration	Exhibitor level booth pass generation facility
		Payment gateway integration with seamless registration booking
	Inventory & Invoice	Maintain inventory and booking of Ancillary items
10	Management Module	Management of inventory and invoices for accounting purpose
		Automated Proforma & Tax Invoice generation based on booking

		All registered user access to Print Station
11	Print Automation	Temporary worker pass print facilitation
	Filit Automation	Automated database syncing for printed badges
		Implement industry-standard security measures to protect user
		data and website/app functionality. This includes regular security
		updates and vulnerability patching.
		ISO 27001 & ISO 27701 Certification mandatory for all security
		compliances
		Maintenance - The development agency will be responsible for
		maintenance for a period of one year from launch, including bug
		fixes, security updates, and minor enhancements. <b>This may be</b>
		extended by two more years depending upon the performance
		of the agency.
		Front-end testing and back-end testing
		Stress Testing with capability to handle upto 1 lakh concurrent
		users with load balancer and corresponding servers configuration
		for seamless experience and minimalistic downtime
		Vulnerability scan for all possible BOT threats
		The modules and related pages before hosting on the server has
12	Security, Maintenance and	to be securely audited and Safe-to-Host certificate should be
12	Testing	issued by the CERT-in (the Indian Computer Emergency Response
		Team) empaneled agency.
		The modules and related pages have to be got Standardization
		Testing and Quality Certification (STQC) certification, the details
		of which can be accessed from https://www.stqc.gov.in.
		As and when dynamic changes are made, a re-audit is required to
		be done.
		Modules and related pages have to installed with valid SSL
		security certificate.
		Support for management of backend of all modules for the
		entire period of the project. Manpower (9 people) for the same
		to be stationed at NFDC office in Delhi from the date.
		There should be provision for access-controlled data entry/ view/
		modification of statistics data.
		Training & Documentation - Offer training to NFDC personnel on
		CMS usage and administration of the Software Application.
		Provide documentation for the Software Application.
		Post-Event Video Access - Upon logging in after the event, users
		should be able to access recordings of each sub-event listed on
13	Other Features	their calendar/schedule. Videos can be hosted/uploaded on
		YouTube (App).
		All Event Sessions clearly stated and maintained post event
		Design reports to track activities on the Software Application
		(e.g., registrations, bookings, user engagement metrics)
		Modular Reporting Section with real time data analytics
4.5	Demonstra C. A. al	generation as per all possible filters
14	Reporting & Analytics	Generate reports that track the number of delegates who book
		event spaces and the number of visitors to each such space for
		booking
		Allow for generating downloadable reports for further analysis
		Native Android and iOS application with all features for
15	Application	registered users
	1	1 -0

16	Delivery Timeline	Given the scale of the project and short timelines, the bidding agency should have the capability of developing the software application within 30 days modules vise from the award of the project.
17	Technology Stack	React/.NET/Node.js Database: SQL Server Cloud Platform: GCP
18	Cloud Space	Will be provided by NFDC
19	Payment Gateway	Bill desk Payment Gateway will be provided by NFDC
20	Technical Manpower	Team of 9 Members will be aligned for this project and they will work in Hybrid Mode.  Team will comprise of:  Tech Project Manager – 1, Frontend Developer – 2, Backend Developer – 2, Designer – 1, App Developers – both iOS & Android (1 each), Content Manager - 1  Apart from above team, Further Technical Support required during the event for Registration Management on-ground and other infra support in sync with EMA (proposal to be shared during technical presentation)

	14/41/FO D			
		WAVES Bazaar		
		WAVES Bazaar is a unique, one-of-a-kind global e-marketplace tailored specifically for professionals in the Media & Entertainment industry. This groundbreaking platform spans sectors such as broadcasting, digital media, film, advertising, animation, visual effects, gaming, e-sports, music, and more. WAVES Bazaar offers an extensive database of media content, companies, and professionals, enabling users to seamlessly search, connect, collaborate, and close deals all within one comprehensive online ecosystem.		
		WAVES Bazaar will be an intellectual property of NFDC Waves		
		Creating the Functional Requirements Specification (FRS) and a Software Requirements Specification (SRS) for the product in sync with Industry experts		
		User Dashboard (Buyer/Seller)		
		Listing (search by filters)		
		User search (by name, company, etc.) excluding service providers		
1	WAVES Bazaar	and contractors		
_	WAVES Bazaar	User profile, posts/updates by user, make deals, buyer can		
		express interest into seller project		
		Secure chat functionality with user approval for connections, profanity filters, and the ability to block users. Integrate meeting scheduling with user calendars		
		Display the complete event schedule in an easy-to-navigate format. Allow users to add events of interest to their personal calendars.		
		Allow media delegates to schedule interviews through an		
		integrated calendar or meeting platform within the app.		
		Implement a system to notify all delegates (via app, website,		
		email) - Develop a communication plan		
		Integration of Right Management & Contract Management,		
		Pricing Model for various Buyers/Sellers		
		Payment Integration		
		During Event: User Accreditation (Badge/Pass) - Design a		
		functionality for users to display their digital badge/pass on the		

ĺ	1	ann including a photo uploaded by the user or centured Clarify		
		app, including a photo uploaded by the user or captured. Clarify handling for bulk upload registrations. Limit the number of		
		badges they can print on ground.		
_	Task valary Stark			
2	Technology Stack	React/.NET/Node.js <b>Database:</b> SQL Server <b>Cloud Platform:</b> GCP		
3	Cloud Space	Will be provided by NFDC		
4	Payment Gateway	Bill desk Payment Gateway will be provided by NFDC		
		Team of 6 Members will be aligned for this project and will be		
		stationed with NFDC in Hybrid Mode.		
5	Technical Manpower	Team will comprise of:		
		Tech Project Manager – 1, Frontend Developer – 1, Backend		
		Developer – 1, Designer – 1, Content Manager – 1,		
		Research/Business Analyst – Industry Related		
6	Technical Camps	On-boarding of M&E sector on WAVES Bazaar		
		Stress Testing with capability to handle up to 1 lakh concurrent		
		users with load balancer and corresponding servers configuration		
		for seamless experience and minimalistic downtime		
		Vulnerability scan for all possible BOT threats		
		The modules and related pages before hosting on the server has		
		to be securely audited and Safe-to-Host certificate should be		
		issued by the CERT-in (the Indian Computer Emergency Response		
		Team) empaneled agency.		
		The modules and related pages have to be got Standardization		
		Testing and Quality Certification (STQC) certification, the details		
		of which can be accessed from https://www.stqc.gov.in.		
7	Security, Maintenance and			
	Testing	As and when dynamic changes are made, a re-audit is required to		
		be done.		
		Modules and related pages have to installed with valid SSL		
		security certificate.		
		Implement industry-standard security measures to protect user		
		data and website/app functionality. This includes regular security		
		updates and vulnerability patching		
		Additional Theorem 1997		
		Maintenance - The development agency will be responsible for		
		maintenance for a period of one year, including bug fixes,		
		security updates, and minor enhancements. This may be		
		extended by two more years depending upon the performance		
		of the agency.		

Hospitality Management for WAVES				
1	Hospitality Management	For invitees/guests and speakers/artists allow admin / moderators to add logistics information related to their POC, hotel, flight and cab. Which will show up for them on login, if added.  On ground manpower for Management of entire hospitality for guests (Ticketing, Hotel Reservations, Taxi Coordination etc.)		
		SMS & Notifications to guests regarding their itinerary		
		Bulk Upload of guest data into the hospitality software		
		Backend module to manage hospitality module		

Note: The scope of work outlined in this document is indicative and subject to change. Any changes to the scope of work will be documented in a written change order and executed post approval.

# <u>ANNEXURE – II</u>

#### **Financial Bid**

SI. No.	ELEMENTS	Amount in INR (incl of GST)		
1	Design, Development, Implementation and Maintenance of Software Application and WAVES Bazaar with Technical Support and Hospitality Management for World Audio-visual & Entertainment Summit (WAVES) 2025 (as per SOW)  1. WAVES WEBSITE			
	2. WAVES BAZAAR – ONLINE e-MARKETPLACE 3. HOSPITALITY MANAGEMENT			
Total A				
TOTAL	TOTAL Amount (In Words):			

- I. Prices should be quoted for each above component including all Taxes and Duties applicable
- II. Prices quoted should take into consideration all elements mentioned in the Scope of Work Annexure I and any other elements required for successful implementation and completion of the assignment

Signature & Seal of Bidder:	
Name (in full): Designation: Name of Organisation: Place: Date:	

# **ANNEXURE III**

# **FORM OF UNDERTAKING**

Date:	RFP No
То,	
General Manager (WAVES)	
National Film Development Corporatio	n Limited
Room no: 401, 4 <sup>th</sup> Floor, Soochna Bha	ıvan,
Phase 1, C.G.O Complex, Lodhi Road,	
New Delhi 110003	
Proposal (RFP) for engagement of Maintenance of Software Applicatio	as address> hereby submit our Bid in response to the Request fo Agency for the <b>Design, Development, Implementation and</b> In and WAVES Bazaar with Technical Support and Hospitality & Entertainment Summit – 2025 at Delhi, India from 5 <sup>th</sup> to 9 <sup>th</sup>
I/We understand that we will be reason requirements and the Agreement to be	nably required to perform in accordance with our Bid, the RFP signed by us.
I/We understand that NFDC reserves th sole discretion of NFDC.	ne right to accept / reject any application and the selection is at the
Signature & Seal of Bidder:	
Name (in full):	
Designation :	
Name of Organisation:	
Place:	
Date:	

# **ANNEXURE IV**

# **BID SECURITY DECLARATION FORM**

Date:\_\_\_\_\_ RFP No. \_\_\_\_\_

	ral Manager (WAVES)				
	National Film Development Corporation Limited Room no: 401, 4 <sup>th</sup> Floor, Soochna Bhavan,				
Room					
Phase	e 1, C.G.O Complex, Lodhi Road,				
<u>New</u> l	<u>Delhi 110003</u>				
I/We	understand that, according to your conditions, bids must be supported by a Bid Security Declaration.				
	accept that I/We may be disqualified from bidding for any contract with you for a period of one year the date of notification if I am /We are in a breach of any obligation under the bid conditions as v:				
a)	withdraw/modify/amend the submitted bid against this tender, impair or derogate from the tender, during the period of bid validity specified in this tender.; or				
b)	having been notified of the acceptance of our Bid by the purchaser during the period of bid validity				
(i)	fail or refuse to execute the contract, or				
(ii)	fail or refuse to furnish the Performance Security, in accordance with the terms of this tender document.				
I/We	understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder or upon				
(i)	the receipt of your notification of the name of the successful Bidder and submission of required Performance Security, in accordance with the terms of this tender document; or				
(ii)	thirty days after the expiration of the validity of my/our Bid.				
Signat	ture & Seal of Bidder:				
Desig					

# ANNEXURE V DETAILS OF PERSONNEL To whomsoever it may concern

This is to certify that			(BIDDER Name)				
havin	g its registered office at		(Address) has Nos.				
emple	employees on its permanent rolls to cater to the Assignment for which the bidder is submitting their bid.						
The L	ist of Key Experienced Staff meeti	ng the Eligibility and Technical Eval	uation Criteria is given below				
	Name	Qualification	Experience				
				٦			
				٦			
				_			
Signa	ture & Seal of Bidder:						
Name	e (in full):						
	nation :						
_	of Organisation:						
Place	_						
Date:							

# ANNEXURE VI DECLARATION

# To whomsoever it may concern

We solemnly declare that weaffiliates or subsidiaries or constituents):	(Bidder's Name) (including our
court or a judicial officer, not have or subject of legal proceedings for any of	
<ul> <li>including our Contractors/ subcontract</li> <li>Do not stand declared ineligible participation in its Tender Processes</li> </ul>	e/ blacklisted/ banned/ debarred by Government from
ineligible/ suspended/ blacklisted/ Government of India/PSU or any G of its entities, for offenses menti	rs preceding the last date of bid submission) or stand declared put on holiday /banned/ debarred by appropriate agencies of overnment Body from participation in Tender Processes of all oned in Tender Document in this regard. We have neither w "Allied Firm", consequent to the above disqualifications.
or being wound up, not have our a	nily of the directors are not insolvent, in receivership, bankrupt fairs administered by a court or a judicial officer, not have our nder NCLT and are not the subject of legal proceedings for any
c) We certify that we fulfil all the eligibilit	y conditions as prescribed in the Tender Document.
competitive and without adopting an	n substantially affects fair competition. The prices quoted are unfair/unethical/anti-competitive means. No attempt has nduce any other bidder to submit or not to submit an offer to
I/We hereby certify that the	(bidder's name) :
(i) is not from a country sharing land bor or	ders with India
	ers with India and has been registered with the Competent bidder eligible to participate in this RFP. [Evidence of valid ity attached.]
(iii) I hereby certify that is eligible to be considered.	(bidder name) fulfills all requirements in this regard and
{Strike out inapplicable clause i.e. clause (i) (	or (ii)}
Signature & Seal of Bidder:	
Name (in full): Designation: Name of Organisation:	

Place: Date:

# **ANNEXURE VII**

# TURNOVER CERTIFICATE TO BE ISSUED BY CHARTERED ACCOUNTANT

We hereby certify that M/s (Address of				
 Turn	over of this	ofirm that we have verified the books	ased o the same we hereby certify that the	
	S. N.	Financial Year	Financial Turnover in INR.***	
	1	2021-2022		
	2	2022-2023		
	3	2023-2024		
	_	Annual Turnover of last 3 Financial Years FY 2021-22, FY 2022-23, FY 2023-24		
	***To be	provided on letter Head of Chartered Accounta	ant mentioning UDIN of the CA.	
Sign	natura 8. Sa	al of Biddor:		

Signature & Seal of Bidder:

Name (in full):

Designation:

Name of Organisation:

Place:

Date:

#### **ANNEXURE - VIII**

#### **DETAILS OF WORK EXPERIENCE**

Experience (see clauses of Eligibility criteria and Evaluation criteria) \*

Sr. No.	Eligibility Criteria/ Marking Criteria Satisfied	Name of work/ Project, State/ National Event and location	Client name and address	Cost of work (in INR Crores)	Event Dates
1	2	3	4	5	6

Certified that the above list of work is duly completed and no work has been left out and that the information given is correct to my knowledge and belief.

Signature & Seal of Bidder:

Name (in full):

Designation:

Name of Organisation:

Place:

Date:

<sup>\*</sup>Relevant work orders / POs / Contracts / Agreements and Completion Certificate from Client or from Chartered Accountant for each of the listed works in the above table, to be enclosed.