



**भारतीय विरासत संस्थान**

(विश्वविद्यालयवत्, संस्कृति मंत्रालय, भारत सरकार)

**INDIAN INSTITUTE OF HERITAGE**

(Deemed to be University, Ministry of Culture, Government of India)

A-19, Institutional Area, Sector-62, Noida-201309, Uttar Pradesh

## **TENDER DOCUMENT**

### **NAME OF THE WORK:**

**“Audio-Visual Documentation of Sacred Geography of Kedarnath, experience of Kedarnath pilgrimage (Tirth Yatra and Yatris) Panch Kedar and Vridh Kedar and Production of two documentaries”**

**TENDER INVITING AUTHORITY**

**Indian Institute of Heritage,**

**A-19, Block A, Institutional Area, Sector 62,**

**Noida, Uttar Pradesh 201309**

The Indian Institute of Heritage (IIH), formerly known as the National Museum Institute of the History of Art, Conservation, and Museology since its inception has been one of the leading centres in the country for training and research in the field of art and cultural heritage. Department of Museology is engaged as a 'Knowledge Partner' for the project, 'Documentation and Developing Museum Spaces in and around Kedarnath Tirth Sthal' under the aegis of the Ministry of Culture, Government of India. The project aims to contextualise, culturally and historically the holy site of Kedarnath Tirth Sthal along with documenting the related Intangible Cultural Heritage elements to provide a conceptual layout for the museum spaces. As part of the project, temple sites and water bodies in and around Kedarnath Sthal need to be documented and filmed to create a repository of digital data that will also be used in the museum spaces.

## **NOTICE INVITING TENDER**

**(NIT)**

**Ref. No:** F.19(40)/2024-IIH

**Date:** 06.06.2024

### **Brief information on Bid Document**

Tender call under two Bid system i.e., **Technical Bid and Financial Bid** from agencies/firms/production house for "Audio-Visual Documentation of Sacred Geography of Kedarnath, experience of Kedarnath pilgrimage (tirth yatra and yatris) Panch Kedar and Vridh Kedar and Production of two documentaries"

Tender No.	
Last Date and time of bid submission	01.07.2024
Date of opening of bids (Technical)	08.07.2024
Cost of Tender Documents	Rs. 1000/-
Address and Venue of the submission of Tender and EMD	Registrar, Indian Institute of Heritage, A-19, Institutional Area, Sector 62, Noida, Uttar Pradesh - 201309

### Schedule of the Notice Inviting Tender (NIT)

1.	NIT No. & Date	
2.	Date of Publication of NIT	
3.	Brief description of work	“Audio-visual documentation of Sacred Geography of Kedarnath, experience of Kedarnath pilgrimage (tirth yatra and yatris) Panch Kedar and Vridh Kedar and Production of two documentaries”.
4.	Bid submission Start Date & Time	
5.	Bid Submission End Date & Time	
6.	Technical Bid Opening Date & Time	
7.	Financial Bid Opening Date & Time	To be notified on the Website after finalizing the Technical Bid Evaluation Agencies/ contractors/vendors who will qualify the technical bid will be intimated in respect of the financial bid opening.
8.	Place of Opening Bids	Indian Institute of Heritage, A-19, Institutional Area, Sector 62, Noida, Uttar Pradesh - 201309
9.	Selection Process	The Method of selection is QCBS Technical: 70% and Financial: 30%
10.	Earnest Money Deposit (EMD)	Rs. 1 lakh (Rupees One lakh only) shall be submitted by the bidder at IIH, Noida. Mode of submission should be by the DD (demand draft) in favour of Indian Institute of Heritage, payable at Noida.
11.	Mode of Tender Submission	Offline in Sealed quotations
12.	Tendering	Tender documents may be downloaded from the website <a href="http://www.nmi.gov.in">www.nmi.gov.in</a> for submission of tender as per the schedule provided above in this table.

## **SCOPE OF WORK**

- **Audio-Visual Documentation** of the Sacred Geography of Kedarnath and its surrounding sites.
- **Production of two academic documentaries** in 4K Ultra HD Format, 30 minutes each.

Situated in the Kedar circuit, the following are required to be documented -

- **The natural landscape and Sacred Geography of the Kedar region which includes** Vasuki Tal, Chorabari Lake, Kanchanital, Deoria Tal, Nandi Kund Lake, Gauri Chatti, flora and fauna of Kedar valley, Mount Meru-Sumeru, Kakabhushundi, temple rituals, the yatra and the yatris (Kedarnath Tirth Yatra).
- **Pach Kedar-** Madhyamaheshwar, Tungnath, Rudranath, Kalpeswar, and Vridh Kedar.

### **Appendix to NIT**

#### **1. SUMMARY CONDITIONS OF CONTRACT**

<b>Defect Liability Period</b>	<b>Six months from the date of completion as certified by IIH or from the date of passing of the final bill, whichever is later.</b>
<b>Liquidated Damages for non-completion of work in time</b>	<b>0.5% per week of the total cost of the work awarded subject to a maximum of 10% of the gross value of work done or cost of the work awarded whichever is greater.</b>

## **2.RETENTION MONEY**

Performance Guarantee: 3% of the contract value to be deposited within one week of award of work (before signing of agreement) by way of fixed deposit receipt or bank guarantee. Valid for a period of up to 8 months from the date of completion of the contract.

**Note:** - The money submitted towards the Performance Guarantee (PG) shall be retained and released after the successful completion of the Defect Liability Period of 6 months.

(iii) Period of submitting final bill: 03 months from the date of completion by the successful tenderer.

## **TERMS AND CONDITIONS FOR PROVIDING SERVICES FOR “AUDIO-VISUAL DOCUMENTATION OF SACRED GEOGRAPHY OF KEDARNATH, EXPERIENCE OF KEDARNATH PILGRIMAGE (TIRTH YATRA AND YATRIS), PANCH KEDAR AND VRIDH KEDAR AND PRODUCTION OF TWO DOCUMENTARIES”.**

Tenders are hereby invited from Agencies/Firms/ Production houses having proven experience in audio-visual documentation of high altitude and sacred sites in the Himalayan region and in the production of academic documentaries.

### **Eligibility Criteria**

#### **1. The tenderer should fulfil the following eligibility criteria: -**

- a. Technical Expertise-** The company should have a well-trained in-house production team. It should have the technical and managerial capability in the following domains i.e. Shooting, Professional Script Writing, Voice-over recording, Editing, Film mastering, SFX and VFX, Translation, Subtitling, and human resources to undertake the assignment. At least two members of the company should have certified experience in mountaineering and filmmaking and in documenting sites around the Himalayan region. In case the professionals are not in regular roles, a letter of consent for the duration of the project is to be provided from firms/ agencies/ production houses with their credentials (Annexure E ). In the case of consortium/JV, the technical expertise of either of the Partners or combined expertise will be considered. The agency shall provide the details of the professionals to be engaged and provide their bio-data giving achievements/ special recognition/awards etc.

- b. The bidding entity must possess a minimum of five years of demonstrable experience in the field of shooting AV documentation. The entity should have successfully executed a minimum of four relevant projects within the specified timeframe.
- c. Minimum Turnover should be 80 Lakhs in 5 consecutive financial years.
- d. The agency needs to submit annual financial turnover for all last 5 years duly certified by Chartered Accountant. (Annexure G).
- e. The prospective vendor must be a Registered, partnership Firm/proprietary firm/Company incorporated under the Company Act having valid GST registration and valid TAN/PAN, etc.
- f. The firm/ agency should never have been blacklisted by any of the National/ state Govt. organizations and no criminal case should be pending against the firm/ agency. **An affidavit is required to be submitted to this effect.** If the information provided is found to be false at a later date, necessary penal action shall be taken at the risk and cost of the agency **(Annexure F)**.

2. The place of work shall be Kedarnath Dham and its surrounding areas and Panch Kedar and Vridh Kedar in Uttarakhand.

### **3. Timeline- Total completion duration of work is 6 Months**

(Note: The timeline of completion of the work shall be 6 months after issuing a Letter of Intent.)

4. Earnest Money Deposit for the tender is Rs. 1 lakh (Rupees One Lakh only). The EMD should be deposited in the form of Demand Draft drawn on any Nationalized /Scheduled Bank along with the bid in favour of Indian Institute of Heritage, payable at Noida, Uttar Pradesh. The bidders registered with National Small Scale Industries Corporation (NSIC)/ MSME for the Tendered item under single point registration scheme and desirous of claiming exemptions available to such units on EMD, should submit a copy of each of their valid NSIC/ MSME certificate.

Bidders claiming exemption of EMD under this rule (170 of GFR) are however required to submit a signed Bid securing declaration **(Annexure C)**.

The EMD will be forfeited on account of one or more of the following reasons:

- Bidder withdraws its bid during the validity period specified in the Tender document
- Bidder does not respond to requests for clarification of its bid.
- Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
- In case of a successful bidder, the said bidder fails to sign the contract in time; or furnish Performance Guarantee in time.

## **GENERAL INSTRUCTIONS**

- The Bidders who are interested in participating in the tender must read and comply with the instructions and the terms and conditions contained in the tender document.
- The bids shall be filled in by the Bidder clearly, neatly, and accurately. Any alteration, erasure, or overwriting would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of IHH to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- The Bidders are requested to make themselves fully conversant with the General Conditions of the Contract, Technical Specifications, site conditions, safety and health aspects and norms to be observed, etc. at the time of submitting their bids. The Bidder is deemed to have examined and understood the tender document, obtained his own information in all matters whatsoever that might affect the carrying out the works expressly mentioned or works which may have to be carried out to fulfil his contractual obligation within the scheduled rates and to have satisfied himself to the sufficiency for his offer.
- The Bidders are required to fill in complete and accurate details as required under the tender documents. Failure to furnish all the information as required under the bid documents or submission of a bid containing deviations from the contractual terms and conditions, specifications or requirements shall be treated and rejected as being non — responsive
- The Bidders are expected to carefully examine all instructions, forms, terms and specifications in the bid documents and to fully inform themselves as to all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any errors, discrepancies or omissions are found in the documents or any Bidder is in doubt as to the true meaning or interpretation of any part, he shall seek necessary clarifications. However, no claim of any nature on account of any errors found in the tender documents shall be entertained.
- The bids shall be required to be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and bids submitted thereafter shall not be accepted and considered.
- The tender documents shall not be transferable.
- Conditional offers shall be rejected at the outset.
- A particular Bidder shall be allowed to make and submit only one bid document. A Bidder shall not submit more than one bid, either in the same name or entity or through any partnership, LLP, joint venture or the like.
- IHH reserves the right to amend and modify the bidding documents at any time prior to the deadline for submission of bids, either at its own discretion or in response to a clarification requested by a prospective Bidder. In such cases,

the IIH may in its discretion extend the deadline for submission of bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their bids.

- The Bidders shall bear all costs and expenses associated with and incidental to the preparation and submission of their respective bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations, etc. and IIH shall not be liable in any manner for the same.
- In the event that the successful Bidder is a joint venture formed of two or more companies, then each such company or entity shall be jointly and severally liable for all the obligations envisaged under the tender documents and this shall be the primary condition of such joint venture arrangements.
- The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the bid forms, attachments and other supporting documents submitted by the Bidder.
- IIH reserves the right to qualify/disqualify any applicant without assigning any reason.

## **MODE OF SUBMISSION OF BID**

The Tenders are invited under **two envelope systems**. The first envelope will be named as technical bid & will contain documents of tenderer's/bidder's fulfilling the eligibility conditions, copies of documents towards experience details, declarations, signed NIT, **technical presentation**, and EMD etc. and the second envelope will be named as Financial Bid (**Annexure B**). The bidder shall submit **TECHNICAL BID ENVELOPE** and **FINANCIAL BID ENVELOPE** simultaneously. The technical bids will be evaluated first to ascertain the fulfilment of eligibility criteria, including the technical presentation by the agencies who submit their valid bids with all necessary documents as per NIT within the due date fulfilling the eligibility criteria and who will be invited officially through e-mail to make a presentation before the Technical Evaluation Committee (TEC).

**The bidder shall submit the Technical and Financial bids as per the format enclosed at Annexure A and B. Bids not as per above format will be summarily rejected.**

### **TECHNICAL BID ENVELOPE shall contain the following documents:**

- i. Copy of Enlistment Order/Registration certificate with appropriate authority. In case of JV/Consortium, a copy of the deed to be submitted.
- ii. Signed Tender document (along with addenda/ corrigendum, if any issued to the technical bid document) should be submitted.
- iii. Copies of EXPERIENCE CERTIFICATES/ CONTRACT EXECUTION CERTIFICATE along with Work Order/Letter of Intent issued by Govt./Semi-



Govt./Autonomous/PSUs/Municipal Bodies/Corporate Bodies and/or corporate firms of repute. **(Annexure - D)**

iv. Detailed information in respect of the bidder and copies of documents related to the fulfilment of eligibility criteria as per clause 1 (a,b,c,d,e,f).

v. Copy of Declaration and Undertaking duly signed with and affixing Tenderer's/Bidder's seal to be submitted in the format given in Annexure - F. Bid Security Declaration should be submitted in the format given in Annexure – C. Otherwise, the IIH shall reject the bid.

vi. Submission of details of each team member related to fulfilment of eligibility criteria as per clause 1(a) should be submitted in the format given in **Annexure - E**

vii. Technical presentation as per Scope of work.

- The sealed bidding documents should be delivered to the procurement cell of IIH on or before the stipulated date and time. The technical bid and the financial bid must be sealed in separate envelopes super- scribing “Technical Bid” and “Financial Bid” and both these two envelopes must be placed in a third envelope super-scribing “Audio-Visual Documentation of Sacred Geography of Kedarnath, experience of Kedarnath pilgrimage (tirth yatra and yatris) Panch Kedar and Vridh Keda and Production of two documentaries”, IIH, Noida. This third envelope should be sealed (glued properly along with tapped). Stapled or open tender will be forfeited. It should be delivered to: Registrar, Indian Institute of Heritage, A-19, Institutional Area, Sector 62, Noida, Uttar Pradesh - 201309
- No bid shall be accepted unless it is properly sealed and marked as instructed above. Bidders shall not be allowed to fill in or seal their Bids at the IIH office.
- If the packet and the envelope are not sealed and marked as instructed above, IIH shall assume no responsibility for the misplacement or premature opening of the bid submitted. A Bid opened prematurely due to this cause shall be rejected by IIH and returned to the Bidder.
- Telegraphic bids or bids through fax or email shall be treated defective, invalid and rejected. Only detailed complete bids in the form indicated above received prior to the closing time and date of the bids shall be taken as valid.
- The rates and amounts offered by the Bidder shall be quoted clearly written in figures and in words. The words shall be written clearly in English and shall be free from any aberrations, deletions, corrections and overwriting. In case of any illegibility of the offer submitted by Bidder the interpretation by IIH shall be final and binding on the Bidder. If any ambiguities are observed in the rates and amount given in words and figures then the rate quoted in words shall be taken as correct.
- Bidders sending their bids through courier/ by Speed post/by Person should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for courier/ Speed Post/ in Person shall be granted.

## **EVALUATION METHODOLOGY**

Evaluation shall be made under Quality and Cost Based Selection (QCBS) System. Under QCBS, the technical concept proposals based on available data and personal presentation before the Bid Evaluation Committee (BEC) will be allotted a weightage of 70% . Agencies securing minimum 70% marks in Technical Evaluation (TE) shall only be considered technically qualified.

Technical evaluation (TE) shall be based on the following criteria as appended below:

<b>S. No.</b>	<b>Evaluation Criteria/Parameter</b>	<b>Max. Marks</b>
1.	Presentation: a. Understanding the Intent of making documentaries on the Sacred Geography of Kedarnath (15 marks) b. Treatment to storyline/integration of sites to each film (15 marks)	30 Marks
2.	Completion of Similar Projects on documenting heritage sites and creation of academic documentaries with copies of work order and completion certificates (submit in Annexure D) (4 films - 10 marks, More than 4 but less than or equal to 10- 15 marks, more than 10 films- 20 marks)	20 Marks
3.	Technical/Professional Experience of the team in Audio-Visual documentation, and Filmmaking (Experience of 5 years- 10 marks, more than 5 years- 20 marks)	20 Marks
4.	Minimum Turnover should be 80 Lakhs in 5 consecutive financial years or more - 10 marks	10 Marks
5.	Awards, National and International recognitions, etc (upto 2 awards- 5 marks More than 2 awards- 10 marks)	10 Marks
6.	At least 2 members should have mountaineering certificate (Annexure E) Yes- 10 marks	10 Marks
	<b>Total</b>	<b>100 Marks</b>

Financial proposals (lump sum basis) of only those agencies who are technically qualified (securing minimum 70% marks in TE as above) shall be opened publicly on the date and time to be notified separately, in the presence of the agency's representatives are present at the time of opening. Financial proposals will be allotted a weightage of 30%.

Financial proposals will be checked and the bidder will be ranked accordingly. The lowest financial bid would secure 30 marks and the score(s) of the other bidder(s) shall be evaluated as per illustration cited below:

<b>Bidders</b>	<b>Lump Sum cost given in the financial bid</b>	<b>Calculation</b>	<b>Normalized Score</b>
Bidder L-1	1000	$1000 * 30 / 1000$	30.00
Bidder L-2	1025	$1000 * 30 / 1025$	29.26
Bidder L-3	1050	$1000 * 30 / 1050$	28.57

The numerator will be the charges as lump sum fee quoted by L-1 and denominator will be the bidder charges as lump sum fee quoted by respective bidders.

#### **METHOD OF TENDERING SIGNATURE**

- The Bidder shall ensure that the bid document submitted by it shall contain the name, residence and place of business of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual signature and seal. The name of all persons signing should also be typed or printed below the signature on each page.
- Each page of the Tender documents must be stamped and signed by the person or authorised persons of the Bidder entity who are submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of IIH. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**
- A copy of the authorization letter/power of attorney/board resolution for the purposes of signing and submitting the present tender documents shall be attached with the tender documents.
- The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- Erasures or other changes in the Bid documents shall be initiated by the person signing the Bid.
- Bids not conforming to the above requirements of signing may be disqualified.

## **MODIFICATIONS & WITHDRAW OF BID**

- The Bidder shall not be entitled to withdraw or modify the offer and rates quoted by him/it once the same have been duly submitted.
- The above shall however not affect any modifications or withdrawals made by the Bidder in pursuance of any clarification issued by IHH or any modification or amendment made by IHH in respect of the tender documents and the contract terms and obligations to be performed. In such event, the Bidder shall ensure that the revised bid be submitted within the prescribed deadlines or any permitted extensions thereof. Any bid not submitted within such time frames shall be rejected.
- In the event any Bidder withdraws his bid during the validity period or if the bidder fails to comply with the aforementioned conditions, then the EMD paid by such Bidder shall be forfeited.

## **OPENING OF BID**

- IHH shall open the bids Technical and Financial bids on the scheduled dates of which the Bidder shall take note and the Bidder, either himself or through an authorised representative shall remain present at such opening, In the event any authorised representative of a Bidder is sent to such opening then such person shall be **required** to carry an authorization letter for the same.
- It is hereby clarified that the absence of any Bidder or his authorized representative at such opening shall not affect the legality of such opening and IHH shall be entitled to continue with such opening of bids even in the absence of the Bidders or any of them, and no claim or objection on this ground shall be entertained.

## **GENERAL CONDITIONS OF THE CONTRACT**

### **1. Letter of Intent (LOI)**

The successful bidder/ agency, who will be issued Letter of Intent (LOI), shall submit the following documents within 15 days from the date of award of LOI:

- i. Duplicate copy of the LOI/award letter duly signed and sealed by the tenderer as a token of acceptance.
- ii. Original copy of Agreement governing the terms and conditions of the Contract on non-judicial stamp paper of appropriate value.
- iii. Copy for validation for Deposition of Performance Guarantee as per NIT

Failing which the LOI for award of work is liable to be cancelled.

**The date of commencement of work shall be the date of issue of Letter of Intent.**

**The validity period of the tender shall be at least 4 (four) months from the date of opening of bids.** This period may be extended with mutual consent if the decision regarding the issue of Letter of Intent is delayed for any reason.

## **2. ON-SITE ARRANGEMENTS**

The successful tenderer shall arrange at their own cost supply of water and electric power, temporary storage space, accommodation, food, heating arrangements, scaffoldings, shuttering, moulds, cordoning of work spaces etc. at site as required by them for the execution of the work.

## **3. RATES**

The rates quoted by the Successful tenderer shall be paid at net rates. The agency should include in their costs & allowance for increase or decrease in the prices of input materials due to market fluctuation. Any increase or decrease in statutory taxes like GST, Income tax, labour cess etc., which are controlled by Government and the agency has no control, shall be paid/deducted at actuals at the time of billing. Accepted tender rates shall not be changed due to changes in wages of labour.

## **4. DEVIATIONS**

Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid.

The successful tenderer may when authorized and when directed, in writing with the approval of IIH add or omit or vary the work in the specifications, but they shall make no addition, omission or variation without such authorization or direction.

## **5. EXTENSION OF TIME**

If the successful tenderer shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution and for reasons not attributable to him, extension may be accorded at the discretion of IIH.

## **6. TERMINATION**

A. IIH may terminate the contract if any of the following events occur:

- 1.1. Contractor is adjudged as insolvent.
- 1.2. Contractor has abandoned the contract i.e., the Contractor fails to perform the obligations under the contract.

- 1.3. Any of the licenses, permissions, or registrations of the Contractor as required under the applicable laws are discontinued/ cancelled or not renewed in time.
  - 1.4. Contractor has neglected or failed persistently to observe or perform his obligations under the contract or performs unsatisfactorily.
  - 1.5. The Contractor is found to have acted in breach or violation of any of the safety norms persistently, applicable labour and other laws in relation to the contract and his obligations therein.
  - 1.6. The Contractor commits a breach of the contractual terms and conditions.
  - 1.7. In the opinion of IIH, it is desirable to discontinue with the performance of the contract with the Contractor.
2. IIH shall give the Contractor a one week notice period to rectify the breach, failing which the contract shall stand terminated on the last date of the notice period without requiring any further notice from IIH in that behalf.
  3. Upon such termination, the outstanding dues of the Contractor shall be settled subject to the amounts recoverable by IIH under the contract from the Contractor.
  4. The Performance Guarantee amount shall be forfeited if the contract is terminated by IIH on account of the above

## **7. RIGHT OF REJECTION OF TENDER**

- IIH reserves the right to accept or reject any bid or to cancel the Bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform or afford reasons to the affected bidder or bidders regarding the same.
- IIH reserves the right to split the scope & quantity to more than one agency among the Bidders.
- IIH reserves the right to disqualify any bidder if such bidder quotes any abnormally high or low rates in the bid document/price bid and prohibit such Bidder from future participation in any bid with IIH.

## **8. FINANCIAL TERMS**

### **1. Payment Terms**

- 25% of the payment will be made to the firm in advance, 25% of the payment will be made after the firm submit the first draft of the footage and the remaining 50% will be done after submission of the documented data and documentaries and receipt of the complete invoice. IIH shall disburse the payment to the Firm within a period of 30 days from the receipt of such complete invoice.
- The service tax/ GST amount shall be shown separately on the invoice along with the applicable registration numbers.

- All the payments to be made to the Contractor by IIH shall be made through NEFT/ RTGS only with applicable TDS in accordance with the Govt. of India/ RBI guidelines from time to time.
- Administrative Service charge (Bid Value) claimed for providing security contract shall not be raised at any cost during the contract period for any reason, force majeure etc.

## 2. **Permissible Deductions**

All costs, charges, expenses, wages, statutory dues payable by the Contractor under the terms of the contract or as per the applicable laws, in respect of which he makes default in payment, shall be the liability of the Contractor.

## 3. **Other Financial Terms**

- The rates shall be final and firm for the entire Contract Period including extension, if any, and shall not be subjected to any escalation whatsoever.
- The Contractor shall not be entitled to claim any amounts towards escalation cost, idle manpower.
- The Contractor shall be liable to bear and pay for any expenses or cost that may be required to be incurred on account of any accident caused to any of its personnel working during the Contract Period.
- The Contractor shall ensure full compliance with the tax laws of India with regard to this contract and shall be solely responsible for the same.

## **9. COMPLIANCE OF ALL STATUTORY OBLIGATIONS**

- All the personnel employed by the Contractor for executing the contract for work shall be the employees of the Contractor only. The Contractor alone shall be responsible at his own cost and risk for the due compliance of all the applicable labour laws and other statutory obligations with regard to this contract.
- The Contractor shall be required to have been registered and having the necessary licenses and permissions under the various labour law enactments like the Contract Labour (Regulation and Abolition) Act, 1970, Employee Compensation Act, 1923 and Employees Provident Fund and Miscellaneous Provisions Act, 1952 from the date of commencement of the work.
- The Contractor shall also obtain and keep in place necessary insurance policies, medical claim policies, and group insurance schemes of adequate value to cover his security personnel, employees with regard to any accidents, injury or the liability under the Employee Compensation Act.
- The Contractor shall observe and be responsible for the compliance of all labour laws, and government notifications and shall maintain necessary records for the same, and shall submit the same to IIH when so required.
- The Contractor shall duly maintain all records/registers required to be maintained by him under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.
- The agency shall ensure that all statutory wages and allied benefits like P.F., Bonus, ESIC etc., as are prescribed by the Government from time to time, are paid to their staff deployed for the purpose of this contract. They shall remain

liable to the authorities concerned for compliance of the respective existing rules and regulations of the Govt. for this purpose and shall also remain liable for any contravention thereof. The agency shall have to abide by the Minimum Wage Legislations and must pay Minimum Wages, as per law, to their staff/personnel deployed at any time by them for the purpose of this contract.

#### **10. WORK CERTIFICATION**

The work done and executed by the Contractor shall be approved and certified by the authorised personnel/project coordinator of IIH in accordance with the terms and conditions of this contract and the rules and norms of IIH. The Contractor shall be required to furnish satisfactory personnel deployment reports to IIH in standard approved Performa. Work progress must be shared daily with the competent authority.

#### **11. FORCE MAJEURE**

The Parties hereto shall be relieved from the performance of the obligations as herein contemplated or from any penal consequences on account of non-performance which is attributable directly to force majeure conditions, which conditions are not in the power, domain or control of the Party affected. The Party seeking protection of such force majeure condition shall be required to send a notice of the existence and continuation of such conditions to the other Party and only thereupon the suspension of obligations shall follow. For this purpose, hereof, force majeure conditions shall mean event beyond the control of the Party and not foreseeable by the Party and shall include events of floods, explosions, riots, wars, hurricane, epidemics, any other Act of God, quarantine restrictions, terrorism, government actions and provided always that such acts result in the impossibility of the further performance of the contract.

#### **12. INTERPRETATION**

In case of any dispute with regard to the interpretation of any of the provisions of this document or to the due performance in accordance with the contract terms, the decision of the Vice Chancellor, IIH will be final and binding.

#### **13. ASSIGNMENT AND SUB-LETTING/ SUB-CONTRACTING PROHIBITED**

The Contractor shall not directly or indirectly assign or sub-let any part of the contract to any other party or agency.

#### **14. INDEMNITY**

The Contractor shall indemnify and keep harmless IIH from and against all actions, proceedings, claims, demands, losses, costs, damages, and expenses whatsoever which may be brought against or suffered by IIH which it may sustain, pay or incur as a result of or in connection with the performance/ purported performance/ non-performance of the contract by the Contractor, including but not limited to, any liability or action occurring on account of any litigation, court or government orders.



## **15. AMENDMENT**

No amendment or modification or waiver of any provision of these presents, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

## **SETTLEMENT OF DISPUTES**

Any disputes or difference between parties arising out of the contract to the extent possible shall be settled amicably between the parties.

If amicable settlement cannot be reached all the disputed issues shall be resolved by the Vice Chancellor, IIH and his decision shall be final.

## **GOVERNING LAW & JURISDICTION**

This contract shall be governed by the Laws of India and the Courts at New Delhi shall have exclusive jurisdiction to try and disputes arising hereunder.

Interested/reputed firms are requested to submit their bidding documents in a sealed envelope super scribed as 'Quotation for Audio-Visual Documentation of Sacred Geography of Kedarnath, its natural landscape, experience of Kedarnath pilgrimage (tirth yatra and yatris) and Panch Kedar and Vridh Kedar' to the office of **Registrar, Indian Institute of Heritage, A-19, Institutional Area, Sector 62, Noida, Uttar Pradesh - 201309 latest by (01-07-2024) Applications received after the due date will not be considered.**

IIH reserves the right to accept/reject any or all Bids without citing any reason/notice thereof.

## Annexure -A

### Checklist/Application form to be duly filled by the Bidder

S.No.	Particulars	Details
1.	Name of Tenderer	
2.	Name of the firm/agency/production house	
3.	Complete Address for communication (Address with pin code, telephone numbers, fax no, and emails). i Phone /Mobile Number ii Email Id	
4.	Legal status of Organization Is it a registered firm/ proprietorship/company or a consortium/JV? (If a partnership firm, state the name/s and address/es of your partners. If company, state the names and addresses of Directors, photocopies of the certificate of registration or CV/Consortium should be attached)	
5.	i PAN Number ii GST Registration No. iii Professional Tax Registration No. (wherever applicable) iv Minimum Financial Turnover of the Firm/company during last 5 years (CA certified turnover certificate)	(i) (ii) (iii) (iv)
6.	Has the Agency/ its sister company/any director ever been blacklisted/defaulted by any organisation? If yes, please provide details thereof	

## Technical Eligibility Criteria

1.	Presentation: a. Understanding the Intent of making documentaries on the Sacred Geography of Kedarnath b. Treatment to storyline/integration of sites to each film	Submitted /Not Submitted
2.	Completion of Similar Projects on documenting heritage sites and creation of academic documentaries with copies of work order and completion certificates	Submitted /Not Submitted
3.	Audio-Visual documentation, and Filmmaking Experience (Technical/Professional)	Submitted /Not Submitted
4.	Minimum Turnover for last 5 years Rs. 80 Lakhs	Submitted /Not Submitted
5.	Awards, National and International recognitions, etc	Submitted /Not Submitted
6.	Mountaineering certificate of two members	Submitted /Not Submitted

### Note:

- 1) The technical bids received shall be evaluated on the basis of eligibility criteria.
- 2) Non submission of any of the documents listed in 'Eligibility Criteria', mentioned above, shall lead to summarily rejection of the offer. No further correspondence in this regard will be made.

**Annexure -B**

**FORMAT FOR SUBMISSION OF FINANCIAL OFFERS BY**

**FIRMS/AGENCIES**

**(To be submitted on Agency's Letter Head in a separate sealed envelope)**

**Ref No: .....**

**Date:**

**To**

**The  
Registrar  
Indian Institute of Heritage  
Noida-**

**Sub: Offer for "Audio-visual documentation of Sacred Geography of Kedarnath, experience of Kedarnath pilgrimage (tirth yatra and yatris) Panch Kedar and Vridh Kedar and Production of two documentaries".**

**Sir/Madam,**

**We have read, understood and accepted all the terms and conditions as stipulated in the Notice Inviting Tender for "Audio-visual documentation of Sacred Geography of Kedarnath, experience of Kedarnath pilgrimage (tirth yatra and yatris) Panch Kedar and Vridh Kedar and Production of two documentaries".**

**We, hereby agree to provide services for the subject project as per requirement indicated in NIT for a composite fee of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) plus GST @ \_\_\_\_ % or as applicable.**

\_\_\_\_\_  
**Signature**

**Name of the authorized  
signatory**

\_\_\_\_\_  
**Name and Address of the  
Agency**

**Date: \_\_\_\_\_**

**Place: \_\_\_\_\_**

**Annexure -C**

Indian Institute of Heritage  
A-19, Institutional Area, Sector - 62,  
Noida, Uttar Pradesh – 201309

**Bid Securing Declaration Form**

Date -----

Tender No.

I/We. The undersigned, declare that:

I/We undersigned that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from date of notification if I am/We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; 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, if required, or (ii) fail or refuse to furnish the performance Security, in accordance with the instructions to bidders.

I/We undersigned this Bid Securing Declaration shall cease to be valid if I am/ we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my /our Bid.

Signed:

(Insert signature of person whose name and capacity are shown)

In the capacity of:

(Insert legal capacity of person signing the Bid Securing Declaration)

Name:

(Insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on-----day of ----- (insert date of signing)

Corporate Seal (where appropriate)

**Annexure -D**

**Brief description of experience related to video production (Attached separately) in the last five years**

<b>S.No.</b>	<b>Name of the production</b>	<b>Year of Production</b>	<b>Format</b>	<b>Duration</b>	<b>Language</b>	<b>Organisation for which produced</b>	<b>Copy of the work order/ document ary proof placed at</b>
<b>1.</b>							

\_\_\_\_\_  
**Signature**

**Name of the authorised signatory**  
\_\_\_\_\_

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Annexure - E**

Detail of each team member related to fulfilment of eligibility criteria as per clause 1(a)

<b>S.No</b>	<b>Name of the Employee</b>	<b>Educational Qualifications</b>	<b>Work Experience</b>  (In Shooting academic documentaries, Professional Script Writing, Voice-over recording, Editing, Film mastering, SFX and VFX, Translation, Subtitling etc.)	<b>Certificate in Mountaineering/ Filmmaking</b>	<b>Projects Completed</b>
<b>1.</b>					

\_\_\_\_\_  
**Signature**

**Name of the authorised signatory**  
\_\_\_\_\_

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Annexure- F**  
**DECLARATION**

1. I/We, ----- Son / Daughter / Wife of Shri-----

----- Proprietor /Director/Authorized signatory of  
----- the Bidder, mentioned above, is competent to sign this declaration  
and execute this tender document;

2.I/We have carefully read and understood all the terms and conditions of the tender and undertake to abide to them;

3.The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

4.I/ We \_\_\_\_\_  
\_\_\_\_\_do hereby declare that the entries made in the above are true to the best of my / our knowledge and also that we shall be found by the acts of my 'our duly constituted attorney.

5.I/ we hereby understand that the submission of offers / bids does not guarantee awarding the work. I/ We further understand that in case of any information submitted by me / us being found to be incorrect either before or even after the award of license, Indian Institute of Heritage, Noida will have the right to summarily reject the bid, cancel the License or revoke the same with forfeiture of EMD / Security Deposit and license fee including debarment for a period of 3 years at any time without assigning any reason whatsoever.

6. I/We do hereby declare that I/ We hereby declare and certify that

1. I/ we have not quoted any extra condition in this tender.
2. Neither I/we/any of us is in any way related to any employee in the Indian Institute of Heritage , Noida or any of its constituent units.
3. Our firm is not involved in any Litigation or Arbitration with IIH/ Indian institute of Heritage, Noida during the last 05 (five) years.
4. That our firm is not blacklisted by any organisation under the Government of India or state governments.

**Signature of Applicant**

**Date:**

**Name:**

**Seal**

**Address:**



**Annexure - G**

<b>S.No.</b>	<b>Last Financial Year</b>	<b>Annual Turnover</b>
1.	2023-2024	
2.	2022-2023	
3.	2021-2022	
4.	2020-2021	
5.	2019-2020	

Signature of Agency

(Certified by CA)