

NATIONAL INSTITUTE OF FASHION TECHNOLOGY

(A statutory body governed by the NIFT Act 2006 and set up by the Ministry of Textiles, Govt. of India)

No. 1351(17)/NIFT/Pur-HO/Brand Management Agency/2019

TENDER DOCUMENT

FOR

APPOINTMENT

OF

BRAND MANAGEMENT AGENCY

NIFT, HEAD OFFICE,
HAUZ KHAS, NEW DELHI

Time Schedule for Tender Process:

Date & Time of Publication of Tender notification on official website/e-Portal	18th July, 2019 (Thursday) at 2.00 P.M
Download of Tender Document Commence from	18th July, 2019 (Thursday) at 4.00 P.M
Last Date & Time for Submission of e-Tender Document	8th August, 2019 (Thursday) upto 10.30 A.M.
Presentation to be held	will be notified to the technically qualified Tenderes
Date and Time of the Opening of Technical Bids	8th August, 2019 (Thursday) at 11.00 A.M
Date and Time of the Opening of Financial Bids	will be notified to the technically qualified Tenderes

Note: This tender document contains 23 pages (Total no. of pages including Annexures) and Tenderers are requested to sign on all the pages.

I accept the above terms & conditions

(Full Signature & Stamp of the Tenderer)

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NATIONAL INSTITUTE OF FASHION TECHNOLOGY

HAUZ KHAS, NEW DELHI

Sub: Notice Inviting Tender Enquiry for Appointment of Brand Management Agency

1. INTRODUCTION:

National Institute of Fashion Technology (NIFT), Head Office, New Delhi invites request for proposal (RFP) from qualified Brand Management Agency of repute and proven track record for preparing a long-term (5-year) brand strategy for NIFT.

NIFT was set up by the Ministry of Textiles, Government of India in 1986 and has been accorded statutory status under an Act of Parliament in 2006 (NIFT Act 2006) for the promotion and development of education and research in field of Design, Management, and Technology pertaining to Fashion.

NIFT with its Head Office in New Delhi provides fashion education across the country through its network of 16 campuses at Bengaluru, Bhopal, Bhubaneswar, Chennai, Gandhinagar, Hyderabad, Jodhpur, Kangra, Kannur, Kolkata, Mumbai, New Delhi, Patna, Raebareli, Shillong and Srinagar. It provides four-year under graduate (UG) programme in design and technology; two-year post graduate (PG) programme in design, fashion management & fashion technology; doctoral programmes in design, management and technology; and short duration education programmes to address the specialized needs of professionals and entrepreneurs in the field of fashion. It also provides knowledge support services and consultancy to Government and quasi government agencies, and undertakes Industry projects.

NIFT, over the last 3 decades has grown from a single campus institute to an institution of international repute with Pan India presence. This growth in scale has been achieved while maintaining academic excellence through continuous redefinition of the curriculum in relation to the global trends and Indian industry and social inclusion needs of the people at large. There has been visible contribution of NIFT in areas like craft and cluster development, research, and industry projects amongst other activities.

In addition, NIFT has also been entrusted with the responsibility of the following three strategic projects :-

Visonxt – Trend forecasting facility The trend innovation lab ‘VisionNxt’ would be the first ever indigenous fashion forecasting service of India to give seasonal directions for our country, aligned to our national and sub-national socio-cultural constructs and market requirements. It will be providing validated processes to benchmark India specific trends forecast, and would be using state of the art technology including artificial intelligence. The reports generated are expected to help the apparel and other related industries in the country that rely on trends forecasts and analyses in developing product lines, reducing unsold stocks and strategizing entry into untapped markets.

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The Indian Textile and Craft Repository The Indian Textile & Craft Repository would develop a virtual museum of textiles, and textile crafts, a designer archive, indigenous case studies, and also act as aggregator of online information on related research in India. The repository will house the virtual registers of the textiles and crafts resources of India that are available in NIFT, Weaver Service Centres, the Crafts Museums, similar institutions and private collections. It is intended to provide an interactive platform where information about individual crafts persons and their products can be shared. It would provide access to multiple information services of academic and business interest to researchers, entrepreneurs, crafts people and craft enthusiasts. It would be aligned / merged with the portal of the National Centre of Textile design on completion.

The NIFT Design Innovation Incubator NIFT will set up a Design Innovation Incubator for potential entrepreneurs to facilitate innovation and entrepreneurship, access to infrastructure and provide specified services in its specific areas of expertise, which have not so far enjoyed specific attention for incubatory services despite being areas of immense growth possibility. These are Apparel including at leisure and active-wear, Home and Spaces, Smart wearable systems and Fashion & Lifestyle accessories. The target beneficiaries include alumni and students, existing start-ups, designers, entrepreneurs and artisans who want to avail the services and facilities to develop or upscale their business ideas. The project will align with the objectives and deliverables of Atal Innovation Mission of NitiAayog, and will partner with other incubators in the IITs, IIMs and Central Universities.

There is a definitive need to take the positive developments and influences that NIFT is creating through these initiatives to its external stakeholders, both domestically and globally. It is in this context that a need to re-establish the NIFT brand to its commanding heights through adoption of a relevant communication strategy is being envisaged.

This necessitates definition and implementation of efficient and effective communication strategy that is both multi-thronged and innovative, for which dedicated and specialized Brand Strategy development services are required.

NIFT, Head Office, New Delhi plans to hire Brand Management Agency of repute and proven track record for preparing a relevant Brand management & communication strategy for NIFT.

2. NOTICE INVITING TENDER:

Online Tenders are invited from registered vendors for **Appointment of Brand Management Agency as per Scope of Work** mentioned at **Annexure – III**.

3. Process of Online Registration & Submission of Bids:

- a). The interested firms should apply online and submit their tender and bids along with scanned copies of all the relevant certificates, documents, etc. in support of their technical & price bids – all duly signed – on the <https://nifttenders.eproc.in> from **18/07/2019 (Thursday) to 08/08/2019 (Thursday)**. Tender documents are also available for viewing on the “tenders” link of the NIFT website i.e <https://nifttenders.eproc.in> & <http://www.nift.ac.in>

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b). Applications to this tender will be accepted only through the online mode through <https://nifttenders.eproc.in>. No other mode of application will be considered & application will not be accepted.

c). For applying online, the firm should get itself registered at <https://nifttenders.eproc.in> by paying online.

Please note that:-

- The bidder needs to mention his Company Name, Address, User ID to register.
 - **Annual Registration Charges of Rs. 2,000/- + Rs.360/- (18% GST) = Rs. 2,360/-** (Two Thousand Three Hundred and Sixty Only - non-refundable are to be borne by bidder).
 - **Bid Processing Fee charges of Rs.1,600/- + Rs 288/- (18% GST) = Rs. 1,888/-** (One Thousand Eight Hundred Eighty Eight Only - non-refundable are to be borne by bidder).
- d). The tender document can be downloaded from the NIFT's official website i.e. www.nift.ac.in and also from e-portal i.e. <https://nifttenders.eproc.in>
- e). The basic requirements for registration and applying for tender online are as under:
- Operating System should be atleast windows 7.
 - Java version: Java 8 update 25.
 - Use Internet Explorer atleast 8 and above
 - All java add-ons must be enable in the system.
 - Always use Class III B Digital Signature Certificates (DSC) having Signing and Encryption both.
- f). The bidder should ensure that it complies with the above requirements before applying for tender upto **08/08/2019 till 10.30 A.M. (Thursday)**
- g). EMD cost of **Rs. 60, 000/-** (as per annexure – I) in form of Demand Draft / FD receipt from a Commercial Bank / Bank Guarantee in the prescribed (format enclosed at Annexure –IV) receipt from a Commercial Bank in favouring of NIFT, payable at New Delhi shall be submitted in sealed envelope superscribing “**Appointment of Brand Management Agency**” and addressed to Purchase Officer, NATIONAL INSTITUTE OF FASHION TECHNOLOGY, IIInd Floor, Hauz Khas, Near Gulmohar Park, New Delhi – 110016 **on or before 08/08/2019 upto 10.30 A.M.**. The bidder also submitted the EMD through online in NIFT account as per bank details are given below: -

Name of Beneficiary	: National Institute of Fashion Technology
Bank	: Union Bank of India, Yusuf Sarai Branch, New Delhi 110016
IFSC/RTGS Code	: UBIN0534064
Saving Bank A/c no.	: 340602050000022

The Technical Bids of the tender will be opened on the same day i.e **08/08/2019 (Thursday) at 11.00 A.M.** in the presence of such vendors who may wish to be present, either by themselves or through their authorized representatives.

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- h). On line submission of technical bid contained in prescribed Performa as per **Annexure - I** along with scanned copies of Demand Draft / FD receipt from a Commercial Bank / Bank Guarantee (Format enclosed at Annexure – IV) receipt from a Commercial Bank / Online (bank details are mentioned above) of **Rs. 60,000/- (Rupees Sixty Thousand only)** favoring in **NATIONAL INSTITUTE OF FASHION TECHNOLOGY** and payable at New Delhi towards Earnest Money Deposit (refundable but non-interest bearing) with all relevant documents. On line financial bid may be submitted / filled only as per **Annexure – II**.
- i). The online financial bid will be opened on the date which will be communicated to only those bidders who are found to be technically qualified after evaluation of technical bids.
- j). The interested bidders are advised to read carefully the entire tender document before submitting their tender and the tender documents not received online in prescribed format and / or are found incomplete in any respect will be summarily rejected.
- k). In case of any further clarification required relating to this tender, the same can be sought from the following officers of NIFT: -
- Head (CCC), National Institute of Fashion Technology, Head Office, Near Gulmohar Park, HauzKhas, New Delhi – 110016 Phone No. 9811238604, 011-26542193, Email ID: head.ccc@nift.ac.in
 - Assistant Director (Purchase), National Institute of Fashion Technology, Head Office, Near Gulmohar Park, HauzKhas, New Delhi – 110016. Phone No. 011-26542071 / 26542176 and email id: purchase.ho@nift.ac.in
 - Mr. Sandeep Bhandari, service provider for online submission of the tender on e-portal, Mob. No.: 8826814007, e-mail ID - sandeep.bhandari@clindia.com , Landline no. 0124-4302033/36/37& E-mail ID: niftsupport@clindia.com

4. KEY PERSONNEL:

The Company will have to ensure the following personnel for preparing the Brand / Communication Strategy for NIFT:

No	Key Personnel	Minimum qualification	Minimum Experience
1	Project leader cum Principal Brand Consultant	Post Graduate with specialization in Marketing Management or Post Graduation in mass communication / Journalism / Media Studies / Visual Communication or equivalent	At least 15 years' experience in branding, advertising and / or Public Relations
2	Brand Consultant	Post Graduate with specialization in Marketing Management or Post Graduation in mass communication / Journalism / Media Studies / Visual Communication or equivalent	At least 10 years' experience in branding, advertising and / or Public Relations
3	Fashion communication cum social media Expert	Graduate / Post Graduate in Fashion / Textiles / Knitwear / Leather Design or Graduate / Post Graduate in Design or Fashion Communication or equivalent	At least 7 years' experience as fashion blogger, fashion journalist, fashion content developer, brand manager, UI / UX designer, or visual communication designer

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The Agency shall ensure that the Key personnel assigned for coordinating with NIFT are available for discussions, as and when required, and shall attend all review meetings, at NIFT Headquarters in New Delhi. No TA, DA shall be admissible for attending the meetings at NIFT Headquarters in New Delhi. The Agency shall also ensure that no Key personnel are shifted out of the project without prior written concurrence of the NIFT Project in-charge. Such request shall only be entertained in case of severance of the Key personnel from the Agency. In any such event, the Agency shall give a prior written notice of at least 4 weeks along with the detailed credentials of the alternate resource identified as replacement. NIFT shall have a right to interview the replacement, if it so desires. All costs associated with such change shall be the sole responsibility of the Agency.

5. SELECTION / EVALUATION CRITERIA:

The selection of company will be based as per following terms and conditions:

EMD	Rs. 60,000/- (Rupees Sixty Thousand only)
Validity of Proposal	90 days

Technical Bid: The financial bid will be opened only of those bidders / companies who will qualify the technically.

Financial Bid: Each firm should quote a fee to provide all the deliverables. The quoted fee should not be a qualified or conditional one. **The fee will be inclusive of all taxes.**

The award of Contract will be based on combined Quality and Cost based Selection (QCBS). The evaluation of Technical and Financial bids will be made as mentioned further below.

5(I).Pre-requisite for Eligibility for bidder / company

- (a) The company should have experience in satisfactorily creating brand managing or strategy building activities of educational institutions / University / Government / PSU / Corporate bodies / Private Companies during the last 03 (Three) years (Copy of Work Order to be attached).
- (b) Average annual turnover of the company should be at least **Rs. 30 (Thirty) lakhs** during the immediate 03 (three) consecutive financial years ending 31st March 2019 i.e. 2015-16, 2016-17, & 2017-18.

(Note: - bidder/company who do not qualify both the above criteria of (a) and (b), the said bid will be rejected and not call for presentation also).

5(II).EVALUATION OF BID:

Out of 100 marks the weightage in evaluation will be given as under:

1. 75% of the marks will be awarded for Technical Evaluation.
2. 25% marks will be awarded for Financial Evaluation.

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The Technical bids will be evaluated as per technical criteria. The shortlisted bidders / companies would be required to make presentations to the Technical Evaluation Committee of officers constituted by NIFT for the purpose.

5(III).TECHNICAL EVALUATION CRITERIA (In the relevant area and as evaluated by the Technical Evaluation Committee constituted for the purpose by NIFT)

	Evaluation Type	Max	Criteria
1	Average Annual Turnover -2015-16, 2016-17 & 2017-18	10	Turnover below 30 lakhs: 0 marks Turnover above 30 & below 40 lakhs: 6 marks Turnover above 40 & below 50 lakhs: 8 marks Turnover above 50 lakhs: 10 marks
2	Presentation	60	Plan for Effective Branding of NIFT - Profile of agency, quality of proposal which shall include Research coverage of Internationally renowned universities and their Branding Strategies, innovativeness, quality of deliverables, timelines, case studies, added elements, etc.
3	Nos. of clients of Educational Institute / University / Government Sector / PSU / Private sector in the last 3 years	10	Less than 3: 0 marks Above 3 & below 6: 6 marks Above 6 & below 8: 8 marks above 8 : 10 marks
4	No. of work experience in satisfactorily creating brand managing or strategy building activities of educational institutions / University / Government / PSU / Corporate bodies / Private Companies during the last 03 (Three) years	10	Less than 3 years: 0 marks Above 3 & below 6 years: 6 marks Above 6 & below 9 years: 8 marks Above 9 years: 10 marks
5	Key Personnel- Nos. of Professionals/technical persons to be deployed for project	10	Professionals/technical persons with qualifications or experience of Communications/Branding/Advertising or other relevant field i) Team leader with 15 yrs of relevant experience: 5 marks ii) Brand Consultant -Less than 10 years experience: 0 marks above 10 & below 12 years : 2 marks above 12 years : 3 marks iii) Fashion Communication Cum Social Media Expert: Less than 7 years experience: 0 marks Above 7 & below 9 years: 1 mark Above 9 years: 2 marks
TOTAL		100	

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Bidders who secure 70% marks and above on evaluation of their Technical Bids by the duly constituted Technical Evaluation Committee will be eligible for opening their financial bids. The Technical Evaluation Committee constituted for the purpose by NIFT may not consider the technical components if not found as relevant area.

Procedure for ranking:

1. The total marks obtained by a bidder shall be allocated 75% weightage of the Technical bid and 25% weightage will be assigned to financial bid.
2. Financial Bid with lowest cost will be assigned a financial score of 100 and other bids will be given marks inversely proportional to the increase the cost over the lowest bids.
3. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.
4. The bid with the highest marks on combination of marks from the technical and financial bids will be chosen as the 'Brand Management Agency' for NIFT.

EXAMPLE :

Minimum qualifying marks for technical qualifications as 70. The weightage of the technical bids and financial bids as 75 :25. Three proposals i.e. A, B & C were received and marks awarded by committee them as 70, 74 & 79 marks respectively in the technical evaluation.

All the three proposals found technically qualified and their financial proposals were opened and quote price as under:

- A. Rs.120
- B. Rs.100
- C. Rs.110

Formula

- A. $(100/120) \times 100 = 83$ points
- B. $(100/100) \times 100 = 100$ points
- C. $(100/110) \times 100 = 91$ points

Combined Technical & Financial Score:

- Proposal A : $70 \times 0.75 + 83 \times 0.25 = 73.25$ Points
- Proposal B : $74 \times 0.75 + 100 \times 0.25 = 80.50$ Points
- Proposal C : $79 \times 0.75 + 91 \times 0.25 = 82.00$ Points

6. DOCUMENTS REQUIRED:

Following relevant documents shall be submitted with Technical Bid (Annexure-I) duly certified by authorized representatives of the company:

- (i) The proof of Annual turnover of Rs. **30 Lakhs or above** per year for the last three financial year i.e. 2015-2016, 2016-2017 & 2017-18 in the form of Audited Balance Sheet duly certified by Chartered Accountant. Copy of Income Tax Return filed by agency during last 3 financial years i.e. 2015-16, 2016-17, 2017-18 (Online submit the scan copy).

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- (ii) The company should have experience in satisfactorily creating brand managing or strategy building activities of educational institutions / University / Government / PSU / Corporate bodies / Private Companies during the last 03 (Three) years (Online submit the proof of scan copy of work order).
- (iii) Copy of PAN / TAN number of the firm / company (Online submit the scan copy).
- (iv) Copy of registration Certificate in support of GST No. / TIN No. & Validity etc. (Online submit the scan copy).
- (v) Certificates / Undertaking to the effect that the bidder / company had never been blacklisted by any of the Government Organization / Agencies on their official Letter head (self attested) (Online submit the scan copy).
- (vi) Earnest Money Deposit of **Rs. 60,000/- (Rupee Sixty Thousand only)** in the form of Demand Draft / FDR/Bank Guarantee (Copy of Format enclosed at Annexure IV) / Online (Bank details are mentioned above) in favour of "NIFT" payable at New Delhi (Online submit the scan copy and submit the hard copy also).
- (vii) Those bidders exempted from EMD cost, submit the certificate issued by the concerned department Like – "NSIC" (Online submit the scan copy).
- (viii) Nos. of clients of Educational Institute / University / Government Sector / PSU / Private sector in the last 3 years. (Online submit the scan copy of undertaking).
- (ix) No. of Professionals employed in organization with complete list duly self attested (Online submit the scan copy).

ALL DOCUMENTS SHOULD BE ENCLOSED SERIALIZED/ INDEXED IN BOLD AND AS MENTIONED ABOVE DULY SIGNED BY AUTHORIZED PERSON(S).

7. GENERAL TERMS AND CONDITIONS:

1. The bidders / companies shall acquaint himself / itself fully with requirement of NIFT. No excuse on account of any difficulties will be entertained at a later stage after award of works.
2. **That the technical bid shall be opened first and only the qualified bidders / companies selected by Tender Committee shall participate in the Presentation / financial bid.**
3. In the event of the bid being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so or in the case of a company, the tender be signed in the manner laid down in the said Company's Article of the Association. The signatures on the tenders will be deemed to be the authorized signatures.

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4. All the pages of the Tender document should be signed by the owner of the company or his Authorized Signatory as token of acceptance of Terms & Conditions. In case the Authorized signatory signs the tender, a copy of the power of attorney / authorization may be enclosed along with tender.
5. In the absence of required EMD cost, bid shall be deemed to be invalid & shall be rejected by NIFT. Those bidders who are exempted from submission of EMD cost, they have to submit scanned copy of requisite certificate issued by the concerned authority like - "NSIC". The EMD shall be returned to the bidders except the successful bidder as soon as the tender for awarding the job is finalized. No interest shall accrue to this deposit which will be returned after completion of the work and after adjusting dues, if any.
6. EMD shall be forfeited in case of the following:
 - a. The tenderer withdraws their offer during the period of tender validity.
 - b. After opening of tender, the tenderer fails to honour the contract or refuses to comply with any or all terms and conditions of the tender.
 - c. If the successful tenderer failed to furnish the security deposit as required.
7. The date of the Demand Draft / FDR / BG will be after the publication of this tender.
8. Late tender will not be considered at all.
9. The L1 bidder / company will be required to deposit performance security @ **6%** of the contract sum in the shape of Demand Draft / FDR / Bank Guarantee (Copy of Format is enclosed at Annexure - V) / Online (Bank Details are mentioned above) in favour of NIFT payable at New Delhi. This performance security must be deposited within 10 days of the award of the contract. No interest shall be paid on the performance security. Refund of performance guarantee will be released after successful completion the works of said contract.
10. The tender for the works shall remain open for acceptance for a period of 90 days from the date of opening of financial bids. The Earnest Money Deposit (EMD) shall be forfeited in case of bidder/ company withdraws his bid during the validity period.
11. The bidder / company must ensure that the conditions that are laid down for submissions of offers are complete and correctly filled. The rates and units shall not be overwritten and shall be in both i.e. figures and words. Any omission to fill the rates and units shall altogether debar the quote from being considered.
12. In case two or more companies / agencies are found to have scored same marks as per evaluation criteria, the Competent Authority authorized by NIFT shall decide about the Bidder to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Competent Authority of NIFT shall be final.
13. The tender work award is not transferable under any circumstances.

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14. All costs incurred in connection with submission of bids like preparation, submission any personal visits, submitting the bids personally; subsequent processing etc. shall be borne by the bidder. NIFT will not be responsible / liable for the same regardless of the outcome of the tendering process.

15. NIFT reserves the right to accept or reject any or all the tenders without assigning any reason.

16. TDS and other Taxes as applicable will be deducted from bidder / company bills as per Govt. instructions from time to time.

17. The tenders not strictly in accordance with the conditions / specifications as per Tender Document are liable to be rejected.

18. After technical evaluation of the bids by the Committee, only bidders / companies found to be eligible would be short listed for opening of the financial bids. Only the bidders / companies or their duly authorized representative carrying the letter of authorization will be permitted to attend the opening of bids. Incomplete, unsigned pages, non-submission of required documents or evidence as specified by the NIFT will be treated as non-compliance and the bidder / company's bid will be liable for rejection.

19. Compliance with NIFT's Requirements: The indicated work specifications given in the tender document should be strictly complied with without any qualification. Insufficient, incorrect or invalid information provided by the bidder or his representative, if any, will disqualify the bidder and bidder's quotation will not be considered valid. NIFT reserves the right to accept or reject any / all the proposal without assigning any reason.

20. Delivery Terms and Period:

The regular services will be handled by the successful bidder and will start from the date of award of contract. The bidder will undertake a study to finalize the requirements in consultation with NIFT. The work plan outlining the different phases and delivery schedule will be submitted to NIFT for approval. The bidder should ensure timely completion of work as per schedule.

21. Period of Contract:

This will be one time activity.

22. Penalty:-

NIFT will be at liberty to levy a penalty of upto 2% of the Contract Amount for every two weeks of delay. The maximum amount of penalty shall not exceed 10% of contract value including Performance Security that shall also be forfeited.

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23. Award of Contract and Execution of Contract Agreement:

NIFT will award the work contract to the bidder on the basis of evaluation done under Combined Quality cum Cost Based Systems (QCBS). The bidder will execute an agreement on acceptance of the contract, incorporating the terms of engagement based upon the terms specified in the proposal document as per format approved by NIFT.

24. Cancellation / termination of agreement:

NIFT at its sole discretion with prior notice can cancel / terminate the agreement without assigning any reasons thereof. The bidder will deliver to NIFT all the work deliverable completed and confirm in writing that all rights and permissions and licenses are also vested now with NIFT and that it is free of royalty and is fully paid up. All payments due to bidder and payable till that time will only be paid by NIFT.

25. WARRANTIES AND LIABILITY:

- (i) The bidder / company will not sub-let the contract or part it to any other agency or individual(s).
- (ii) The bidder / company further warrants that it owns and has complete rights to license, convey and without any encumbrance the branding activities and media coordination covered in the contract.
- (iii) The bidder / company further warrants that it has obtained all required registrations, permissions and consents from all third parties necessary to deliver the Brand / Communication Strategy and media coordination.
- (iv) The bidder / company expressly warrants that the branding activities and media coordination does not contain any protective feature to restrict or prevent its use by NIFT or its agents and customers.
- (v) The bidder / company warrants that the branding activities and media coordination does not infringe upon the trademark, copyright patent trade secrets or any other rights of any third party and where there is a use or infringement the bidder / company shall obtain a license for use from the rights holder permitting such use. The bidder / company shall indemnify NIFT against liability for infringement.
- (vi) The bidder / company warrants that all branding activities and media coordination is provided from or obtained only from NIFT. The intellectual property rights of branding activities and media coordination will be the propriety of NIFT and cannot be used by anyone else without the permission of NIFT.
- (vii) Assignment: The bidder / company shall not assign any rights or obligations to a third party.
- (viii) Penalties for Non-Compliance: The bidder/ company undertakes to comply fully with the NIFT's requirements for the project. The project should be completed as per the work plan agreed upon. In case the bidder / company do not complete the project as per work plan, NIFT will be at liberty to levy a penalty of upto 2% of the Contract Amount for every two weeks of delay. The maximum amount of penalty shall not exceed 10% of contract value including Performance Security that shall also be forfeited.

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In case of any breach of the contract NIFT will be entitled to withhold any payments due and accrued and also to invoke performance security submitted by the bidder / company. NIFT will also be entitled to initiate any actions to recover in whole or part any of the amounts already released to the bidder/ company upto that time, besides any other action that NIFT may like to take against the bidder/ company.

26. TRADEMARKS & COPYRIGHT:

- (i) The deliverables and any other documentation materials or transfer of all related intellectual property rights or works commissioned by NIFT and as such will be the sole property of NIFT and the NIFT will be vested with all rights, title and interest therein.
- (ii) The copyright in respect of all works associated with the brand management / strategy for NIFT will be vested with NIFT. All associated patents, copyrights and trade secret rights shall be the exclusive property of NIFT.

27. CONCILIATION / ARBITRATION:

- (i) If any dispute(s) or difference of any kind whatsoever arise between the parties, the parties hereto shall negotiate with a view to its amicable resolution & settlement through a Committee appointed by DG-NIFT.
- (ii) In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to & settled by the sole Arbitrator to be appointed by DG-NIFT.
- (iii) The Arbitration proceedings shall be in accordance with the preventing Arbitration & Conciliation Act, 1996 & Laws of India as amended or enacted from time to time.
- (iv) The venue of the Arbitration shall be New Delhi.
- (v) The Arbitrator will give the speaking & reasoned award.

28. APPLICABLE LAW & JURISDICTION:

All matters connected with this shall be governed by the Indian law both substantive & procedural for the time being in force & shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

NIFT reserves the right to annul the bidding process at any time period to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder / company or any obligation to inform the affected bidders / companies on the ground of NIFT action.

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29. VALIDITY:

- (i) The bidders / companies should satisfy themselves before submission of the tender to NIFT that they meet the qualifying criteria and capability as laid down in the Tender document.
- (ii) Rates should be valid for a period of 3 (Three) months from opening of Financial Bid.
- (iii) The tender should be submitted and signed by a duly authorized person, giving full name of the company with its current business address.
- (iv) The bidders / companies should satisfy themselves before submission of the tender to NIFT that they meet the qualifying criteria and capability as laid down in the Tender document.

(Vikram Verma)
Assistant Director (Purchase)
Head Office
Ph: 011-26542071/26542176

Encl. As above.

Signature of Tenderer :-----

Name of the Authorized Signatory :-----

Name of the Company/Firm :-----

Seal of the Company/Firm :-----

Address :-----

Contact No.:-----

I accept the above terms & conditions

(Full Signature & Stamp of the Tenderer)

TECHNICAL BID FOR APPOINTMENT OF BRANDING MANAGEMENT AGENCY

(To be submitted online only)

1. Name of Company :
2. Name of the Authorized Person(s) :
(WHO SIGNS ON THE TENDER DOCUMENT) :
3. Address of the company :
4. Phone No :
5. Email- Address :
6. Mobile No :
7. Fax :

Technical Evaluation

S.No	Details	Remarks
	(Profile of the Company)	
1	The proof of Annual turnover of Rs. 30 Lakhs or above per year for the last three financial year i.e. 2015-2016, 2016-2017 & 2017-18 in the form of Audited Balance Sheet duly certified by Chartered Accountant. Copy of income tax return filed by agency during last 3 financial years i.e. 2015-16, 2016-17, 2017-18.	(Online submit the scan copy)
2	The company should have experience in satisfactorily creating brand managing or strategy building activities of educational institutions / University / Government / PSU / Corporate bodies / Private Companies during the last 03 (Three) years.	(Online Submit the Proof of scan copy of work order)
3	Copy of PAN / TAN number of the firm/ company.	(Online submit the scan Copy)
4	Copy of Registration Certificate in support of GST No. / TIN No. & Validity etc.	(Online submit the scan copy)
5	Certificates / Undertaking to the effect that the bidder / company had never been blacklisted by any of the Government Organization / Agencies on their official Letter head (self attested).	(Online submit the scan copy)
6	Earnest Money Deposit of Rs.60,000/- (Rupees Sixty Thousand only) in the form of Demand Draft / FDR / Bank Guarantee (Copy of format is enclosed at Annexure-IV) / Online (Bank details are mentioned above) in favour of "NIFT" payable at New Delhi.	(Online submit the scan copy and submit the hard copy also)
7	Those bidders exempted from EMD cost, submit the certificate issued by the concerned department like – "NSIC".	(Online submit the scan copy)
8	Nos. of clients of Educational Institute / University / Government Sector / PSU / Private sector in the last 3 years.	(Online submit the scan copy of undertaking)
9	No. of professional employed in organization with complete list duly self attested.	(Online submit the scan copy)

Signature of Tenderer :-----

Name of the Authorized Signatory :-----

Name of the Company/Firm :-----

Seal of the Company/Firm :-----

Address :-----

Contact No.:-----

I accept the above terms & conditions

(Full Signature & Stamp of the Tenderer)

National Institute of Fashion Technology
Read and Accepted (Signature and Stamp of the Bidder)

DECLARATION BY THE TENDERER:

It is hereby declared that I / We the undersigned, have read and examined all the terms and conditions etc. of the tender document for which I / We have signed and submitted the tender under proper lawful Power of Attorney. It is also certified that all the terms and conditions of the tender document are fully acceptable to me / us and I / We will abide by all the terms and conditions. This is also certified that I/We/our principal firm have no objection in signing the Work Order for the Brand / Communication Strategy and media coordination, if the opportunity for the managing the Brand / Communication Strategy and media coordination of National Institute of Fashion Technology against this tender is given to me / us.

Signature of Tenderer :-----

Name of the Authorized Signatory :-----

Name of the Company/Firm :-----

Seal of the Company/Firm :-----

Address :-----

Contact No.:-----

I accept the above terms & conditions

(Full Signature & Stamp of the Tenderer)

FINANCIAL BID FOR APPOINTMENT OF BRANDING MANAGEMENT AGENCY

(To be submitted online only)

NIFT Head Office GSTIN. - 07AAATN2067J1ZI

S No.	Particulars	Rate should be quoted as per Scope of Work	Fee (in Rs.)
1	The Appointment of Branding Management Agency and related activities as envisaged in the bid (as per Scope of Work attached at Annexure – III). This cost is as per the present requirement.	Scope of Work as per Annexure-III	
2	Taxes to be indicated separately		
3	Total project cost including taxes		
	Total Project Cost in Words		

Signature of Tenderer :-----

Name of the Authorized Signatory :-----

Name of the Company/Firm :-----

Seal of the Company/Firm :-----

Address :-----

Contact No.:-----

I accept the above terms & conditions

(Full Signature & Stamp of the Tenderer)

SCOPE OF WORK

I). MAJOR STAKEHOLDERS OF NIFT

NIFT, through this engagement wishes to engage a Brand Management Agency that can assist NIFT in building a comprehensive Brand Management & Communication Strategy that addresses the communication needs of all stakeholders, including:

- a. Relevant Industry, Fashion Business and media both within the country and abroad. This would also include Industry outside textile and fashion areas e.g. automobile, paint sector and other industries where trend projects could be applied.
- b. Potential students who are aspiring for a career in the field of design, management & technology across the complete supply chain of fashion industry (and their guardians). This shall cover fashion education at UG, PG or Doctoral level.
- c. Potential candidates for the short term and diploma courses of NIFT.
- d. Institutions and bodies with whom NIFT has academic collaboration within the country and/or abroad.
- e. AI Platforms, IT businesses with whom NIFT could collaborate for projects and repositories.
- f. Students studying in areas of fashion business, technology and design in international institutes
- g. Potential employers of graduating students.
- h. Start ups and potential incubatees of the NIFT Design Innovation Incubator.
- i. Handicraft and Handloom artisans and entrepreneurs.
- j. Research organisations and researchers in connected fields.
- k. Academia within and outside the country in the area of design, management & technology.
- l. NIFT Alumni.
- m. NIFT Students.
- n. General Public.

II). BRAND MANAGEMENT AGENCY REQUIREMENT FOR NIFT:

NIFT is interested in engaging the services of a reputed brand management agency who could do an in-depth study of NIFT as an institution and a Brand in the field of Fashion Education and Research and come out with a clear strategy for enhancing the NIFT Brand and its effective communication with the stakeholders of NIFT that will :-

- a. Define and Augment the NIFT Brand to enhance global visibility and recall.
- b. Articulate the Institute Vision and Mission statements in line with the redefined brand strategy and values.
- c. Prepare the creatives for a promotions campaign that will showcase the strengths and unique features of the NIFT brand, achievements and strategies – in particular,
 - i. A communication strategy for strategic projects and Mega events like the NIFT Showcase
 - ii. An outreach initiative targeting AI platforms and IT businesses as potential collaborators
 - iii. Templates and schedules for various collaterals of the NIFT Branding exercise
- d. Prepare full guidelines and suggestive media plan

I accept the above terms & conditions

(Full Signature & Stamp of the Tenderer)

e. Develop brand manual for the usage of the NIFT logo

This being a time bound activity, the selected Agency is required to deliver the final strategy and other associated documents within 3 months of the award of the proposal. Any delays in the project shall be explained in writing along with corrective measures planned to bring the project back on track. The Agency shall ensure attendance of its Senior Management during the monthly Steering Committee with the NIFT Management.

The Agency shall present the proposed brand articulation and positioning to the NIFT Steering Committee. The agency shall be open to modifications and suggestions from the Steering Committee on proposed branding strategy, creatives, guidelines, media plan and brand manual.

III). IMPORTANT:

- i) The selected agency shall incorporate the suggestions and feedback given by NIFT and take the approval of NIFT for the final strategy document and deliverables.
- ii) NIFT will provide / facilitate all technical inputs and will work closely with the agency in the formulation and planning of the required activities.

I accept the above terms & conditions

(Full Signature & Stamp of the Tenderer)

BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas.....

(hereinafter called the "tenderer")

has submitted their offer datedfor **Appointment of Branding Management Agency**

(hereinafter called the "tender")

against the purchaser's tender enquiry No. KNOW ALL MEN by these presents that WE of..... having our registered office atare bound unto **National Institute of Fashion Technology** (hereinafter called the "Purchaser") in the sum of -----for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 2019

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity : -
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept / execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

.....

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

I accept the above terms & conditions

(Full Signature & Stamp of the Tenderer)

BANK GUARANTEE FORMAT FOR FURNISHING SECURITY DEPOSIT

1. In consideration of National Institute of Fashion Technology, having its Head Office at NIFT Campus, Near Gulmohar Park, Huaz Khas, New Delhi – 110016

(hereinafter referred to as NIFT which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to-----with its Registered / Head Office at -----(hereinafter referred to as the ‘Contractor’ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of NIFT’s Letter of Intent No.-----dated-----and the same having been unequivocally accepted by the contractor resulting in a ‘Contract’ bearing No.-----dated-----valid at Rs.------(Rupees-----only) for -----and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs.------(Rupees-----value of the contract to NIFT, we -----having its Head Office at expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay NIFT, on demand any and all money payable by the Contractor to the extent of Rs.------(Rupees-----only) as aforesaid at any time upto without any demand reservation contest, recourse for protest Bank shall be conclusive and binding notwithstanding any difference between NIFT and Contractor or any dispute pending before any Court, Tribunal or any other authority.

2. We, the -----Bank undertake not to revoke with guarantee during its currency without previous consent of NIFT and further agree that the guarantee herein contained shall continue to be enforceable till NIFT discharges this guarantee or -----which is earlier.
3. NIFT shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor. NIFT shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner and either to enforce or two forbear to enforce any covenants, contained or implied, in the Contract between NIFT and the Contractor or any other course or remedy or security available to NIFT. The Bank shall not be released of its obligations under this guarantee by any exercise by NIFT of its liberty with reference to the matter aforesaid or any of them or by reason of any other acts of omission or commission on the part of NIFT or any other indulgence shown by NIFT or by any other matters or thing whatsoever which under law would , but for this provision have the effect of relieving the Bank.

I accept the above terms & conditions

(Full Signature & Stamp of the Tenderer)

4. The Bank also agrees that NIFT and its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without processing against the Contractor and notwithstanding any security or other guarantee that NIFT may have in relation to the Contractor's liabilities.
5. This guarantee shall not be affected by any changes in the constitution of Contractor nor shall it be affected by any charges in the constitution of NIFT or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and enforceable by absorbing or amalgamated company or concern.
6. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs.----- (Rupees-----only) subject to the clause as stated immediately hereafter. This guarantee shall remain in force till.
7. This guarantee shall continue and hold good until it is released by NIFT on the application of the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor has discharged all their obligations under the said Contract and produced a certificate from NIFT's representative certifying the due completion of the work under the said contract and submitted 'No-demand Certificate' provided always that unless extended this guarantee shall remain in force till---- . Should it be necessary to extend this guarantee beyond the said date on account of extension being granted by NIFT to the Contractor in respect of completion of works under the said contract or otherwise, we undertake to extend forthwith the period of the guarantee on NIFT's request till such time as may be required by NIFT.
8. We-----Bank shall be discharge of our liability under the guarantee unless a claim is made by NIFT within 3(three) months from the date of expiry of this Bank Guarantee.

I accept the above terms & conditions

(Full Signature & Stamp of the Tenderer)
