

e-Tender NOTICE

e-Tender No. 14/NIFT Project/VisionXt/E-tender  
of AI/ML Model/2020

**Development of the VisionXt AI/ML based  
deeplearning model  
Under Project “VisionXt”**



**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)

NIFT CAMPUS, NEAR GULMOHAR PARK, HAUZ KHAS, NEW DELHI –  
110016

PHONE: 044-22542753, EMAIL ID- [nandhakumar.r@nift.ac.in](mailto:nandhakumar.r@nift.ac.in)

**Website: [www.nift.ac.in](http://www.nift.ac.in)**

Online bids under **Quality Cum Cost Based Selection (QCBS)** system are invited by the NIFT – Head Office, Hauz Khas, New Delhi from AI/ML/ Computer vision vendors for the **Development of the VisioNxt AI based deeplearning model.**

**Brief details of e-tender:**

Sl. No.	Description	Details
1.	NIT No.	<b>e-Tender No:</b> 14/NIFT Project/VisioNxt/E-tender of AI/ML Model/2020
2.	Earnest Money Deposit (EMD)	<p>The bidder shall furnish the EMD/Bid security of Rs. 3,00,000/- (Rupees three lakhs only) one of the following ways: -</p> <p>By Demand Draft of any Indian Nationalized/ Scheduled Bank in favour of “VisioNxt - Trend Insight &amp; Forecasting Lab” payable at Delhi. Or (a) Bank Guarantee from any Indian Nationalized/ Scheduled Bank in favour of <b>“NIFT, Head Office, payable at Delhi”</b> shall be valid for minimum 180 days from the date of opening of e-tender</p> <p>OR EMD amount may be paid through digital mode in the following bank account:</p> <p><b>Name of Account Name:</b> VisioNxt - Trend Insight &amp; Forecasting Lab</p> <p><b>Name of Bank:</b> Union Bank of India, New Delhi</p> <p><b>Bank Account No.:</b> 340602050000039</p> <p><b>Bank Account Type:</b> Flexi Plus Saving</p> <p><b>IFSC Code:</b> UBIN0534064</p> <p><b>Address:</b> Yusuf Sarai, New Delhi, C1, Green Park Extn, near Green Park Gurudwara, Arvindo Marg, New Delhi 110016</p> <p>On transfer EMD amount through digital mode, UTR reference No. shall be informed on or before date of opening of e-tender.</p> <p>EMD in a sealed envelope shall be submitted to Purchase Officer, NIFT, Head Office, Hauz Khas, New Delhi–110016 on or before 22<sup>nd</sup> February, 2021 otherwise the Bid shall not be considered.</p>

Sl. No.	Description	Details
3.	Availability of Tender Document	<p>i. Complete set of Bidding Document in English may be downloaded at free of cost from CPP Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) and from NIFT's website (<a href="URL:www.nift.ac.in">URL:www.nift.ac.in</a>) Corrigendum/addendum, if any, shall be published only on the aforesaid website and separate communication in this regard will not be sent for the same to any individual.</p> <p>ii. Instructions regarding submission of online bids are available at URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></p> <p>iii. Bids shall be submitted through online only. Manual / physical bids will not be accepted.</p> <p>iv. On submission of online bid, please intimate the same to the e-mail ID: <a href="mailto:nandhakumar.r@nift.ac.in">nandhakumar.r@nift.ac.in</a> <a href="mailto:purchase.ho@nift.ac.in">purchase.ho@nift.ac.in</a></p>
4.	Date of Publication of Bid notification on NIFT website / CPP Portal	1 <sup>st</sup> February, 2021
5.	Download of Bid Document Commence from	1 <sup>st</sup> February, 2021
6.	Pre-Bid Meeting	10 <sup>th</sup> February, 2021 at 1100 Hours (IST) at Board Room of NIFT-Head Office, Hauz Khas, New Delhi.
7.	Last Date for submission of online duly filled in Bids	22 <sup>nd</sup> February, 2021 at 1500 Hours (IST)
8.	Place of opening of Tender bids	Board Room, NIFT – Head Office, Hauz Khas, New Delhi – 110016
9.	Date and Time for opening of the Technical Bids	23 <sup>rd</sup> February, 2021 at 1500 Hours (IST)
10.	Presentation by the bidders	Technically Qualified bidders will be informed about the date Separately.
11.	Date and Time for opening of the Price Bids	Will be notified to the technically qualified Bidders
12.	Eligibility Criteria	<p>The bidder must have following documents</p> <p>A. Proof of Registration B. Taxpayer Information C. Turnover Certification &amp; Income Tax Return D. Bidders Experience Certificate E. Earnest Money Deposit F. Reference Check</p>

Sl. No.	Description	Details
		G. Tender Acceptance letter
13.	Rejection of Tender	Tender shall be rejected due to any of the following reason: <ul style="list-style-type: none"> <li>• If it is received after the stipulated date and time</li> <li>• If it is containing Incomplete and ambiguous information</li> <li>• If conditional rates are quoted.</li> <li>• If any addition and/or deletion and/or modifications is/are made in the original tender Document</li> </ul>

**NOTE:**

- i) The tendering authority reserves the right to accept / reject any or all tender without assigning any reason thereof
- ii) NIFT is not bound to accept the lowest tender.
- iii) Subsequent to publication of the tender document, if any amendments, need to be made the tender document, will be notified only on the specified website It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.
- iv) Intending bidders are requested to register themselves with <https://eprocure.gov.in/eprocure/app> in through [www.nift.ac.in/tender](http://www.nift.ac.in/tender) for obtaining user-id, Digital Signature etc. for the participating in the above mentioned tender.
- v) NIFT has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.
- vi) Incomplete, ambiguous and conditional tender bids liable to be rejected.
- vii) The bidder shall furnish a declaration under their digital signature that no addition and/or deletion and/or modification have been made in the downloaded tender document being submitted and it is identical

to the tender document uploaded on the website  
([www.nift.ac.in/tender](http://www.nift.ac.in/tender)).

- viii) In case of any correction / addition / alteration / commission in the tender document, the tender bid shall be rejected summarily.
- ix) All statutory taxes as applicable shall be deducted at source before payment.
- x) The bidder should refer Clause 5.3 of this document with regard to the details of the documents to be submitted/ uploaded along with the tender document.

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## 1. PART - I: BACKGROUND

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National Institute of Fashion Technology(NIFT), set up by the Ministry of Textiles, Government of India in 1986 which has been accorded statutory status under the Act of Parliament in 2006(NIFT Act 2006) for the promotion and development of education and research in the field of Fashion Technology. NIFT imparts fashion business education across the country through its network of 17 centers. It provides four year undergraduate (UG) program in design and technology, two years post graduate (PG) program- in design, fashion management & fashion technology and short duration education program to address the specialized needs of professionals and students in the field of fashion. NIFT has its head office at New Delhi with its campuses located at Bengaluru, Bhopal, Bhubaneswar, Chennai, Gandhinagar, Hyderabad, Jodhpur, Kangra, Kannur, Kolkata, Mumbai, New Delhi, Patna, Panchkula, Raebareli, Shillong and Srinagar.

**VisioNxt:** A project with national importance taken by NIFT under the R&D scheme of the Ministry of Textiles, Govt. of India. The project intends to create a forecasting system to develop AI and ML enabled indigenous forecast intending to cater the need of Indian fashion & retail industry, keeping the unique plurality of the country in consideration National Institute of Fashion Technology is looking to develop an **AI/ML based deeplearning model** for “VisioNxt” trend and forecasting research project under the Ministry of Textiles, Govt. of India.

### 1.1 **PROPOSAL BRIEF:**

- a) National Institute of Fashion Technology (NIFT) invites e-bid from interested AI/ML/CV Agency for the **Development of the VisioNxt Platform**.
- b) Validity of empanelment may be extended for a further period of one year depending upon the requirement and administrative convenience of National Institute of Fashion Technology (NIFT). National Institute of Fashion Technology (NIFT), however, reserves the right to terminate registration of empanelment agency, individual any time without giving any notice to the selected agency owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or without giving any reason.
- c) Irrespective of the initial/extended period, the empanelment will deem to be operative until close of assigned projects, and hence agencies deploying resources would ensure the resources availability until completion of the work in hand which will under no circumstances extend to more than 2 months after the finishing of the empanelment with National Institute of Fashion Technology (NIFT).



- d) National Institute of Fashion Technology (NIFT) will provide server space via centralized Data Centre that will provide the raw data for processing.
- e) Selected agency agrees and understands that all AI/ML deeplearning Models, system architecture design, AI modeling, feature engineering, algorithms, wireframes, concepts, insights, UI, UX, and all other codes and algorithms, design features developed by the agency will be solely owned and patented by National Institute of Fashion Technology (NIFT) and Ministry of Textile, Govt. of India, and both NIFT and Ministry of Textile shall be proprietary owners of the same. The selected agency is NOT ALLOWED to share, repurpose, copy, reuse and restructure any parts of the AI models, feature engineering, algorithms, system architecture, codes, insights and process for their own purposes or for any other of their clients.

## **1.2 REGISTRATION PROCESS:**

- a) Any Agency / AI/ML startups or SME, can submit the proposal.
- b) Interested service providers can submit their filled in e-bid in the prescribed format as mentioned in the e-bid document.
- c) National Institute of Fashion Technology (NIFT) reserves the right to reject any incomplete bid without attributing any reason.
- d) All the proposals will go through the review process as described. Based on the review/evaluation the eligible bidders will be shortlisted.
- e) National Institute of Fashion Technology (NIFT) reserves the right to select less or more vendors in this empanelment.
- f) National Institute of Fashion Technology (NIFT), reserves the right to accept in part or in full or reject any or more proposal without assigning any reasons or cancel the tendering process and reject all proposals at any time prior to award of work, without incurring any liability whatsoever to the affected bidder or bidders and is not bound to accept the lowest evaluated bid since due weightage shall be given to several factors and decision of NIFT to that effect shall be final & binding.
- g) For any further clarification if required, please feel free to Contact Dr. Kaustav Sen Gupta on phone no 9176655090 during the office hours (10.00 AM to 5.00 PM) or send mail to [kaustav.sengupta@nift.ac.in](mailto:kaustav.sengupta@nift.ac.in)

## **1.3 REQUIRMENT:**

- a. The selected entities are required to ideate, model, train, design, develop, deploy, maintain (one year after successful deployment) and train the Insights team on the created VisioNxt Deeplearning model of visual computing and

analysis for National Institute of Fashion Technology (NIFT).

- b. The detailed scope will be subject to change as per the application requirements.
- c. The selected agency will qualify only after they have presented a Proof of Concept (PoC) with live working prototype of the platform for any one category along with the relevant dashboards and insights thereof. Only after a demonstration of understanding of the requirements and capabilities will the entities qualify for the final review/ bid.
- d. Following is the scope of work that must be taken by the selected entity:

**Priority 1:** Real time Image recognition, object detection, object classification, trend analysis and development of data visualization dashboard

**Priority 2:** Real time Emotion analysis from original Images via facial gesture recognition, image background study, color analysis etc.

**Priority 3:** Real time color analysis from the raw images and color trend visualization in dashboard

**Priority 4:** Automated illustration and board development using GAN.

**A detailed scope of work is listed below that selected agency must conform for.**

***Please note that the following scope of work will also be expected to be demonstrated by the bidders before Committee of NIFT for the selection of the agency.***

<b>Sr. No.</b>	<b>Nature of job to be performed by the selected agency</b>
1	AI/ML powered trend prediction platform with easy interface of uploading new data (input) sets and analytics/ solutions/ insights provided as the output
2	Training AI/ML based deeplearning model (both visual and text) and creating proprietary algorithms for VisionXt that have high accuracy and precision for fashion category detection, color detection, emotion detection and consumer behavior at large; analysis thereof as viable for fashion trends/consumer behavior domain. The patent of deeplearning model developed will belong to NIFT.
3	Deeplearning model should have ability to detect, classify, analyze, synthesize, recommend and visualize the data in a dashboard with tools

Sr. No.	Nature of job to be performed by the selected agency
	such as Tableau data analytics tool.
4	Building system architecture for scale with abilities of handling data at scale; data storage and retrieving via cloud, real-time session query with insights
5	End solutions designed for use as like SAAS platform that are easy to use by end users
6	Facilitating cloud servers, on-premise servers, GPU, instances, Deeplearning instances for deploying/ training of AI models
7	Ensuring all data security and privacy requirements and standards are maintained
8	Visual and text classification of fashion, lifestyle, and consumer products as per guidelines provided under the Indian System of Emotions, VisioNxt Fashion Glossary <sup>TM</sup>
9	Algorithms and models to work along or overlay state-of-the-art existing methods. Models to comply with the benchmark datasets for fashion, lifestyle and likes, color, emotion, and hence provide higher performance comparison to industry benchmarks
10	Integration / Interface with the Trend spotter Mobile App, Trend Dashboards, other tools, and APIs
11	Classifying garment features, feature extraction, trend extraction, emotion detection, color detection, and detection at the level of attribute, feature, category, and trends thereof
12	Drilled down/hierarchical dashboards with data analytics revealing real-time trends and predictions using data analytics tools as Tableau. Dashboards to have state-of-art analytics with multi -level insights, widgets enabled for users to tweak data outputs as desired
13	Platform and dashboard to have item retrieval abilities based on Key-word search or image search
14	Dashboard and platform to have download stack with multiple download options
15	Compatible with browsers like Chrome, Mozilla Firefox, Internet Explorer, Safari, Opera etc.,
16	Platform and dashboards should support responsive, interactive, and dynamic with real-time data churning abilities. The portal should be available for use on the Web and as a Phone APP and compatible with different size screens (computer, tablet, mobiles and any other). Should be able to support Video Content without Plugins
17	Should support multitasking on multiple screens and browsers
18	NLP translation scope for outputs to be translated into selected top regional languages

Sr. No.	Nature of job to be performed by the selected agency
19	Rich User Interface based on Bootstrap framework of the latest version
20	Allows multiple user access levels / graded access for downloading, printing etc. and authorization of Users depending on Roles
21	Provision for session timeout
22	Latest up-gradation and migration of open source software
23	Training of NIFT VisioNxt Insight Lab's manpower on use of deeplearning model and analytics dashboard in real time.
24	Maintenance of portal, algorithms, serves, dashboards, after Go-Live till 12 months from Go-live.
25	Provide continuous upgrades to trained models as per new learnings
26	Platform and dashboard will be available via web, and APP

**i) TECHNOLOGY FRAMEWORK:**

The entire technology stack must conform to the Open standards. **The ownership of the stack, technology, models, data sets, algorithms, codes, system architecture, feature engineering, UI, UX, wireframes, insights, analytics dashboard, any other system/ tool/ service/design/ code/AI-ML model/ developed under this arrangement shall be with NIFT.**

**Front End** Advance user interface Solution Technology and Architecture

**Back End Solution**, AI/ ML models algorithms, dashboard, data analytics, insights to be owned by NIFT

**The technology and process framework of the Platform, APP and Dashboards should have the following features:**

- Must be developed using OPEN SOURCE or COMMONLY USED TECHNOLOGY and must be able to run on any web like Chrome, Safari, Firefox, Microsoft Edge, etc.
- Capabilities in Keras, PyTorch or TensorFlow or Hybrid
- Capabilities in data visualizations on Tableau, D3Js etc.

- Capabilities in edge deployment with cloud server and on-premise server set-up in operations
- Must have ability to input raw data at scale and process the data via developed AI/ML/CV models and algorithms into meaningful insights facilitated via an analytics dashboard interface.
- Necessary data-driven modeling enabled technology such as NLP, DLP, ML, CV, CNN, ANN, GAN, other ML technologies.
- Technology capabilities: Expected capabilities from Vendor for the development of the platform
  - Object Classification: ability to classify objects as per fashion, apparel and lifestyle domain spread across genders, and retail segments.
  - Object Detection: ability to identify apparel categories, lifestyle accessories, fashion products from images procured and provided by NIFT
  - Object Segmentation: right technology, knowledge, and ability to segment objects based on the fashion taxonomy provided by NIFT
  - Fashion Analytics: data analytics and visualization capabilities reflecting fashion and retail domain insights generated post processing of raw data with AI and deeplearning models provided in a dynamic dashboard. Ability to handle real-time data. Use of benchmark analytics and visualizations are expected.
  - Trend Prediction: capability to churn data and predict trends and patterns as per the domain requirements for fashion, apparel, and lifestyle industry. At a high-level trend direction must infuse consumer behavior predictions as well.
  - Visual Search: platform should have ability to search with image upload (reverse image search)
  - Search: Text based search based on NLP technology, expected suggestion/recommendation-based search as well
  - Emotion and sentiment analysis: expected research abilities in sentiment and

emotion analysis from text and images

-Fashion Generation using GAN: expected research abilities in fashion and lifestyle product development including boards, mood boards, story boards, products, tech packs, etc. based on trends and fashion analytics insights.

-Visualizations of data in dynamic charts that are generated using open source visualization charts such as Tableau, D3Js etc.

- Requires necessary pre-processing of raw data, feature engineering, model development, model validation & errors, output of trend analysis, model iterations.
- Tagging, training, annotations, feature engineering of data sets for each category, attribute to facilitate depth of attributes as provided under the Fashion Taxonomy Guideline by NIFT.
- Masking of objects/ category/ garment type based on the depth of attributes identified by NIFT. The cost of masking is to be borne by the agency in their proposal.
- Models/ algorithms should talk the same domain language/ taxonomy as provided by NIFT under the guidelines for training and for all solutions and outputs
- Models should have high accuracy and precision. For more than 1000 images per class, agency is expected to achieve top 1 accuracy of 70% or more. Top 5 accuracy of 90-95% .
- Dashboard should reflect trends on real-time, weekly, monthly etc. and have a dynamic on-the-fly query system
- Role based User Management. For example, Super Admin, Data upload role, Data publish role, Data administrator role etc.
- State-of-the-art real-time and past trend analysis dashboard with abilities to pick trends that are of macro and micro nature viewed with filter/ lens of category, category specific + common comprehensive attributes, material, visual attributes, keyword, gender, city, season, occasion, time of the day, trend, style, cohorts, etc. and allows for addition of any new attributes.

- The managed service must be protected by an in-line intrusion detection service or a web application firewall installed on all external-facing servers
- Cloud based SAAS portal with high data security and privacy standards.
- Management of servers, GPUs, instances, on-premise integrations, and other necessary maintenance hardware/ software support.
- The proposed managed services must have built-in user analytics providing key KPIs such as visitor's pathing history, video analytics, ability to segment the users' basic demography, behavior, etc.
- Must be developed using cache provision
- User based workflow management capabilities.
- Information can be presented to the users in various forms such as text, graphics, audio, and video.
- Capability to handle increasing data load
  - a. Handling spikes in traffic to external -sites due to high usage or login: The Agency will need to have the capacity to scale up and handle periodic spikes in traffic and higher real-time queries
  - b. Provision of adding multiple people secure logins
- Stable modular system architecture designed for scale with provision of API interactions with other services, data upload, download and a robust hierarchical organizational structure.
- Expected processing of data :
- 1. 1500+ images and 10,000+ text meta tags per day.
  2. 60,000+ images and 2,00000+ text meta tags per month
  3. 90+ product categories (including accessories)
  4. 500+ sub categories (on shapes, colors, materials, detailing, prints etc.)
  5. 20+ generic emotions
  6. 5 genders (female, male, lesbians, gays, transgender)

7. 8+ Age categories (toddler, children, pre-teens, teens, post teen, adult 30+, adult 40+, silver hairs etc.)
8. 17+ cities and metros

**ii) SOLUTION FRAMEWORK:**

The AI/ML deeplearning model for VisioNxt shall include the following basic constructs:

- Image recognition, object detection, object classification and trend analysis
- Emotion analysis from original Images via facial gesture recognition, image background study, color analysis etc.
- Automated illustration and board development using GAN.
- Structure, navigation and personalization (including user experience, user flow and wireframe development)
- Capture, store, publish & adaptive rendering of daily trends/ WoW/MoM/ YoY
- Integration / Interface with the Trend spotter Mobile App, Trend Dashboards
- Sourcing of data in varied formats directly from NIFT or a third agency to which digitization or related services may be outsourced.
- Archive, retrieve and search document and images in the following formats:  
Text and Image format: PDF, PDFA, JPEG, TIFF, etc.
  - Audio formats: Audio Cassette, Audio Spool, Digital *Audio Tape*, etc.
  - Video format: Film Reel, U-Matic (Hi-Band & Low Band), Betacam, Video Home System, Mini Digital Video, Hi-8, etc.
- Digital surrogate objects to represent physical, digitized or born digital objects. Each digital surrogate object will be a web resource with a web link, descriptive and administrative metadata and other technical information.
- Support for tagging the raw data procured via Trend Spotter App and auto tagging of images, search and retrieval of these resources
- Data Tree (parent-child category listings), Tagging methodologies and annotations to comply with VisioNxt's Taxonomy Glossary
- Supports state-of- the art security measures such as digital watermarking
- Workflow & content moderation.
- Solution should be provided in parent and client or hub and spoke modular architecture provided as per requirements of the project.
- Trend Dashboards with user analytics page integrated with the analytics tool used by NIFT with secured access



- Dashboard to be iterative with state-of-the-art analytics capabilities, plug-in play options with widgets designed for future upgrades to type of insights for example:
- By search keyword, city, by state, by region, by gender, occasion/ season, type, time of the day, prevailing mood, sentiment analysis, evolving moods and sentiments via geo/ category, etc.
- Ability for users to create story boarding via Dashboard
- Dashboard and portals to allow download of trend bytes/ images/ analysis and combination of them in the following formats: Text and image format: PDF, PDF/A, JPEG, TIFF, CSV, Excel
- Automated outputs of mood boards, color boards using GANs
- Translation of all outputs into top regional languages using NLP capabilities.

A detailed milestone view describes the nature, duration and expected outcomes from the selected agency:

Milestone no.	Pre-processing of Data	Platform	Dashboard	Min. Expected outcomes
M 1 Week: 1 to 7	20 Categories (per category 250 tags) + 5 emotion detection approx.	AI/ML modeling, feature engineering, real-time data input, processing and output, system architecture for scale, trend data analytics	-Wireframes -User flow, -UI interface -Download options stack -Dashboard with approved insights	1) Working platform with real-time upload of data 2) Working platform Dashboard with real-time insights 3) Platform go live with 20 categories post Prototype approvals and model iterations.
Week 8:	All suggestions/ feedback/ accuracy/ improvements	All suggestions/ feedback/ accuracy/ improvements	All suggestions / feedback/ accuracy/ improvements	All suggestions/ feedback/ accuracy/ improvements
M2 Weeks:	+Addition of 30 approx.	Maintenance of portal	1.Improved dashboard	-Live Portal, -Updated 30



Milestone no.	Pre-processing of Data	Platform	Dashboard	Min. Expected outcomes
	<p>90)</p> <p>+ Addition of 5 more Emotion detection (total of about 20 emotion detection deployed)</p> <p>+ NLP translation into approx. top 5 regional languages</p> <p>+ Sentiment detection from about 10+ source</p> <p>+ GAN for automation of story boards, mood boards</p>	<p>engineering, GAN</p>	<p>s based keyword search, NLP translations</p> <p>4. Emotion detection analysis</p> <p>5. Sentiment analysis</p> <p>6. Downloadable insights</p> <p>7. Advanced analytics with insights/ findings represented using high end Visualizations on Tableau, D3JS, etc.</p> <p>8. User Behavior and usage history</p>	<p>approx. 90+ categories, approx. 5 Genders, Cohorts,</p> <p>2. Automated GAN outputs – story board, mood board</p> <p>3. NLP translation of insights into approx. 5 regional languages</p> <p>4. Sentiment analysis from 10+ coveted sources</p> <p>5. Improved emotional analysis by region, cohort, category, etc.</p>
<p>Week 31</p>	<p>Portal/ APP dashboard review and maintenance</p>			<p>1. Basic 9 sentiment/emotion/ facial recognition analysis</p>
<p>M 4 Weeks 32-39</p>	<p>+ Addition of approx. new 30 Total categories to be approx. 120)</p> <p>Emotion Analysis of approx. 20+ emotions</p>	<p>Model iterations from M1 &amp; M2, M3 training of new categories, feature engineering, GAN, NLP</p>		<p>1. Trend Dashboard to be fully equipped with about insights from approx. 17 cities, approx. 90+ categories,</p>

Milestone no.	Pre-processing of Data	Platform	Dashboard	Min. Expected outcomes
	<p>Sentiment analysis from all sources of data</p> <p>Automation of story boards, color extraction, illustrations via GANS</p> <p>NLP translations into approx. 5+ top regional languages</p>			<p>approx. 5 Genders, Cohorts,</p> <p>2. Automated GAN outputs – story board, mood board, illustrations</p> <p>3. NLP translation of insights into approx. 5 regional languages</p> <p>4. Sentiment analysis from 10+ coveted sources</p> <p>Improved emotional analysis by region, cohort, category, etc.</p>
<p>M 5 Weeks 40 to 48</p>	<p>Approx. 120+ categories</p> <p>Approx. 20+ emotions</p> <p>Sentiment analysis</p> <p>Automation of creatives</p>	<p>Robust functional Platform with all expected outcomes as defined in the scope of empanelment</p>	<p>Robust stable maintained real-time dashboard with state of the art UX/UI</p>	<p>1. Training of NIFT teams on necessary knowledge transfer</p> <p>2. Functional robust platform, system</p> <p>3. Maintenance of the platform</p> <p>4. API connects for data ingestion/exchange/output</p>

*\*\*\* The timelines and expected outcomes are negotiable and will be finalized when the Vendor is on-boarded within MoU.*

### **iii) Demonstration by the Bidders:**

Interested bidders will have to demonstrate as follows:

- A working prototype of the platform and dashboard with One category live end-to end
- The platform and dashboard should have minimum expected outcomes matching Milestone 1& 2.
- During this period all data shared by NIFT, and algorithms prepared by agencies must not be used or repurposed for other clients' of the agencies. NIFT holds all rights to the development that occurs during these 4 weeks.

### **iv) ACCESS AND PERMISSIONS:**

The Application must be accessible by anyone on Windows, MAC, Android and IOS with access via the Internet.

The application must have different levels of permissions for different categories of users with full or restricted access

- A) General / Unregistered/ Guests for general access to the portal. SMS gateway integration for General user authentication
- B) Registered Users / Industry on payment with a payment gateway integration
- C) Stake holders Access: Trend spotters (Students / Alumni / Registered), Project Heads, Officials with login credentials

### **V) TESTING OF WORKING MODEL PRIOR TO GO-LIVE:**

- The Agency shall prepare a working deeplearning model and dashboard after the development and customization/ configuration to demonstrate and ensure that the system meets all functional and technical requirements as brought out in this RFP and the detailed Work Plan prior to Go-Live.

- The working model and dashboard should support function/system integration / stress and load/User Acceptance Test (UAT) to ensure that the model is comprehensive, auditable, and complete with test cases.
- As part of system integration testing, the Agency should test all offered services hosted on platform and ensure accurate and secure data flow. Test procedures shall be carried out by the Agency to assess the following:
  - Conformity with the functional requirements and required process operations;
  - Performance of the system with reference to response time and accuracy;
  - Integrity of the software after installation;
  - User friendliness; and
  - Other parameters as determined by the NIFT.
- The Agency must eliminate any operational bugs that arise from testing and fine tune the software as needed.
- On the basis of these tests, a report would be submitted by the Agency for review and approval by NIFT. The test results and response time should be demonstrated by the Agency in an environment and infrastructure as mutually agreed upon by NIFT and the Agency.

**vi) SECURITY TESTING AND AUDITING:**

- Functional and load tested and consequently certified by the Government's agency.

**Security audited by a third party reputed CERT-In selected firm / STQC prior to deployment into cloud server or before Go-Live of the Project. The Agency shall bear all expenses relating to security testing and audit. As such, payment to the auditing agency shall be made by the Agency. The frequency of auditing shall be 12 months or earlier in case of a major change in any application or module or any abnormality.**

- **Rectification to be made by Agency based on security audit report.**

**vii) OWNERSHIP:**

- **Domain IPR:** All domain knowledge, domain related frameworks, documentation, Trademarked glossaries, feature engineering, AI logics, creatives, stories, trends, campaigns, insights, AI models, Taxonomy and any other Subject matter expert content is solely owned by NIFT and MoT. This includes all forms of IPR that this may result in copyrights, related rights, patents, proprietary trademarks, industrial designs, information technology, etc.
- **TECHNOLOGY OWNERSHIP:** All models, AI engines, Deeplearning models, training guides, tagging methodologies, tagged data, raw data, processed output, and any other technology development that is done to support the cause of the proposal and is developed by the vendor or any other third party is solely owned by NIFT and MoT.

This includes all forms of IPR that this may result in copyrights, related rights, patents, proprietary trademarks, industrial designs, information technology, etc.

- **INFRASTRUCTURE OWNERSHIP:** No hardware or software will be provided by NIFT for developing the deeplearning model. Only, the server space will be provided.

**1.4 Brief Processes by the selected Agency:**

1.4.1 The agency shall provide end to end **solution** form development, training of deeplearning model, deployment, maintenance for 12 months and training the VisioNxt Insights Lab's in-house team.

1.4.2 The agency/ vendor must agree that the deeplearning architecture, model, algorithm, CNN, dashboard, business analytics under **the model will be sole copyright to NIFT and MOT** but not the agency/ vendor.

1.4.3. The prototype of deeplearning model for visual computing to be created by the bidding agencies shall be able to deliver

- a) data extraction**
- b) data analysis**
- c) data visualization dashboard**

1.4.4. After signing an NDA VisioNxt team will provide 800 raw images to the bidding agencies for prototype development and training the model.

1.4.5 Testing and analysis will be real-time during evaluation with 200 fresh raw images provided during the presentation. The real time object detection, image classification,

visual data extraction, dynamic dashboard to visualize analytics to be demonstrated in front of the team during presentation. The dashboard must be developed with tools

1.4.6. The proposed ML pipeline, business analytics, data visualization (for descriptive, diagnostic, predictive and cognitive), business intelligence and key insights, storyline etc. integrated dashboard prototype to be developed with tools such as Tableau or PowerBI.

1.4.7. The deep learning models used, algorithm, machine learning language and software used, real time computation process must also be presented during the demonstration by the agency.

### **1.5 CONFIDENTIALITY:**

- The Agency should sign a Non-Disclosure Agreement in a prescribed format provided by NIFT
- The Agency shall not use Confidential Information, the name or the logo of NIFT except for the purposes of providing the Service as specified under this contract;
- The Agency may only disclose Confidential Information in the following circumstances with the prior written consent of NIFT to a member of the Agency if she/he is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.
- The Agency shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of NIFT.
- The Agency shall notify NIFT promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the NIFT

### **1.6 PENALTY FOR DELAY:**

- Delay in achieving the milestones within stipulated time period as mentioned in Work Order or any unjustified and unacceptable delay in the deliverables beyond the time indicated in the order delivery will invite @ 0.25% of the order value per week and maximum penalty of 10% of the Contract value upto the relevant stage of works. NIFT will impose the penalty as above and will have an option to cancel the order and award the work to any other agency and get the work done from any other source at the risk and cost of such defaulting agency. The EMD/Security Deposit and the Performance bank Guarantee submitted by the agency would be forfeited.



## **1.7 TERMS AND CONDITIONS:**

**The project will be treated as "completed" only, if**

- 1.7.1 User satisfaction certificate is obtained
- 1.7.2 Source code of the project along with detailed documentation and IPR shall be transferred to NIFT for State Software Repository.
- 1.7.3 In case of customization of existing application, the source code and IPR will only be limited for NIFT and will need to be handed over to (NIFT).
- 1.7.4 Selected Agency must sign Non-Disclosure Agreement (NDA) (**Annexure VI**) with National Institute of Fashion Technology (NIFT).
- 1.7.5 **Force Majeure:** For the purpose of this clause, 'Force Majeure' shall mean an event that is unforeseeable, beyond the control of the parties and not involving the parties' fault or negligence. Such events may include acts of the Government either in its sovereign or in its contractual capacity, war, civil war, insurrection, riots, revolutions, fire, floods, epidemics, quarantine, restrictions, freight, embargoes, radioactivity and earthquakes. The selected Agency / Individual shall not be liable if the delay in the discharge of its obligations under this agreement is the result of an event of Force Majeure as defined above.

If a Force Majeure situation arises the selected Agency / Individual shall promptly notify to the concern department / NIFT in writing of such conditions and the cause thereof. Unless otherwise directed by concern department / NIFT in writing, the selected Agency / Individual shall continue to perform its obligations under this Agreement, as far as it is reasonably practical and shall seek all reasonable means of performance not prevented by the Force Majeure event.

**NIFT reserves rights to select more vendors at any time, depending on the requirement.**

**1.8 CONTACT DETAILS IN CASE OF ANY CLARIFICATION IN THE TENDER DOCUMENT:**

	1	2
Contact Person	: Dr. R Nandhakumar	Dr. Kaustav SenGupta
Phone No	: 044-22542753	
Email ID	: nandhakumar.r@nift.ac.in	kaustav.sengupta@nift.ac.in.
Mobile No	: +91 98412 47639	9176655090
Timings	: 10.00 AM to 5.00 PM	10.00 AM to 5.00 PM

## 2. PART II - GUIDELINES FOR SUBMITTING THE BID

### 2.1. Information on Bid

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1. The Bid document in English may be downloaded free of cost from CPP Portal <https://eprocure.gov.in/eprocure/app> and NIFT website [www.nift.ac.in](http://www.nift.ac.in), from 1<sup>st</sup> **February, 2021**.
2. A Pre-bid meeting to explain the exact scope of the work and to resolve queries of the participating agencies will be organized by NIFT on **10<sup>th</sup> February, 2021 at 1100 Hours (IST)** in the Boardroom of NIFT HO, Hauz Khas, New Delhi.
3. Interested agencies will be required to register online on CPP portal.

### 2.2. Preparation of the Bid

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1. After downloading the bid document, the Bidder should go through it carefully to understand the documents required to be submitted as part of the bid.
2. Bidder shall take into account any corrigendum published on the bid document before submitting their bids.
3. It is construed that the bidder has read all the terms and conditions before submitting their offer.
4. Bidders must ensure that all the pages of the documents must be signed & stamped by authorised signatory and serially numbered.
5. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the bid document and generally, they can be in PDF / XLS / RAR / DWF / JPG formats.
6. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

### 2.3. Process of Online Registration.

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1. The Bids (both Technical and Price bid), have to be submitted through online only. The responsibility to ensure this lies with the Bidder.
2. The Bidder is expected to read carefully all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the tender or submission of a bid not substantially responsive to the tender [in every respect] will be at the Bidder's risk and may result in rejection of bid.
3. Last Date and Time for submitting the Bids: on **22<sup>nd</sup> February, 2021 at 1500 Hours (IST)**.
4. Technically Qualified bidders will be informed about the date separately for Presentation.
5. Applications to this tender shall be accepted only through the online mode through <https://eprocure.gov.in/eprocure/app>
6. No other mode of application shall be considered.
7. As part of the enrolment process, the bidders shall be required to mention his

Company name, address, choose a unique username and assign a password for their accounts.

8. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
9. Upon enrolment, the bidders shall be required to register their valid Digital Signature Certificate (Class II Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
10. A bidder shall register only one valid DSC. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others, which may lead to misuse.
11. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
12. The basic requirements for registration and applying for bid online are as under:
  - Operating System should be Windows 7 and above.
  - Java version: Java JRE download
  - Internet Explorer 8 and above or Mozilla Firefox.
  - All java add-ons must be enabled in the system.
  - Use Class II Digital Signature Certificates (DSC).

## **2.4. Online Submission of Bid**

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1. The interested bidders are required to apply online and submit soft copies of their bids along with scanned copies of all the relevant documents in support of their technical & price bids electronically, all duly signed, using valid Digital Signature Certificates, on <https://eprocure.gov.in/eprocure/app> on or before **22<sup>th</sup> February, 2021 at 1500 Hours (IST)**
2. Bid document would also be available for viewing on the "bids/tenders" link of the NIFT website i.e. <https://eprocure.gov.in/eprocure/app>; <http://www.nift.ac.in>
3. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder shall be responsible for any delay due to other issues.
4. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the bid document.
5. Bidder shall prepare the EMD as per the instructions specified in the tender in Clause 4.2 on EMD. The original shall be posted/couriered/given in person to the concerned official, latest by before bid opening date/time as mentioned in date sheet or as specified in the tender. The details of the DD/any other accepted instrument, physically sent, shall tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid shall be rejected.
6. On transfer EMD amount through digital mode, UTR reference No. shall be informed on or before date of opening of e-tender.

7. The bidder is advised to attach any additional information that is considered necessary to establish its capabilities.
8. No further information shall be entertained after submission of Bid unless it is required by NIFT. However, NIFT reserves the right to call for clarification on information and documents submitted by the bidders.
9. The server time shall be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders shall follow this time during bid submission.
10. Online price bid shall be filled only as per **Annexure - IV**.
11. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
12. Proposals received after the due date and time specified shall be automatically rejected.
13. Any further clarifications can be sought from the service provider for online submission of the bid on e-portal i.e. **Ms. Shivani Rana** Mobile No. +91 **8077213001**
14. This tender is being issued with no financial commitment and the NIFT reserves the right to change or vary any part thereof or foreclose the procurement case at any stage. The NIFT also reserves the right to disqualify any vendor, should it be necessary, at any stage on grounds of National Security.

### 3. PART III - PAYMENT TERMS

#### 3.1. Payment Schedule

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The payment schedule is as given in the table below:

Sl No.	Milestones	Payment Schedule in %
1	Model Development	25% of value of work order
2	Testing	15% of value of work order
3	Deployment of the model	15% of value of work order
4	Training the insight team	15% of value of work order
5	Fine tuning the model	15% of value of work order
6	Initiation of NLP component	15% of value of work order

#### 3.2. Earnest Money Deposit

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The bidders shall furnish an Earnest Money Deposit (EMD) of Rs. 3,00,00/- (Rupees Three Lakhs only/-) by means of Demand Draft drawn on any Nationalized Bank / Scheduled Bank payable in favour of the National Institute of Fashion Technology payable at New Delhi. EMD can also be submitted in form of Bank Guarantee with validity for 180 days. Scanned copy of EMD should be submitted along with the technical bids online and original form of DD for EMD should reach NIFT before the date of opening of bid at NIFT, Hauz Khas, New Delhi. Cheque, Cash payment, Money Order, Fixed deposit etc. will not be accepted as EMD.

EMD may also be paid through digital mode as per bank details given in the above at Brief details of e-tender Sl. no.2 page no. 2 and UTR No. on payment may be informed to NIFT before the date of opening of bid.

The Bid received without the Earnest Money Deposit shall be summarily rejected by the Accepting Authority as non-responsive.

The Earnest Money Deposit will be refunded to unsuccessful bidders on completion of evaluation of bids as per the GFR 170 (ii). The amount remitted towards Earnest Money Deposit is liable to be forfeited in case the bidder retracts its offer after submission of the bid or after the acceptance of the offer by NIFT or fails to sign the contract or to remit the Security Deposit. No interest shall be payable by the NIFT on the Earnest Money Deposited/remitted.

EMD of Successful bidders will be adjusted against payable of Security Deposit and balance of Security Deposit after adjustment of EMD shall be paid by Successful bidder on bidder's acceptance of the Letter of Intent (LOI).

**Exemption/Relaxation:** Bidders those are eligible for exemption from the payment of EMD shall upload a certificate issued by NSIC. Exemption and relaxation will be applicable to all MSEs and Starts Up as per Govt. norms.

### **3.3. Performance Security**

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Selected bidder shall have to deposit an amount of Rs. 12,00,000/- (Twelve lakhs only) as Performance Security at the time of signing the contract. The selected bidder shall at his own expense deposit the Performance Security with NIFT, within fourteen (14) working days of the date of issuing notice of award of the contract or prior to signing of the contract whichever is earlier, after adjustment of EMD amount. The performance security may be discharged/returned by NIFT upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the Performance Security.

Performance Security may be furnished in the form of an Account Payee Demand Draft and Bank Guarantee from Commercial Bank or online payment of Performance Security shall also be paid into bank account as mentioned above at Brief details of e-tender Sl. no.2 page no. 2

Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations on the part of the successful bidders.

## 4. PART IV - GENERAL TERMS AND CONDITIONS

### 4.1. Language of Bid

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The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the NIFT shall be written in the English language.

### 4.2. Clarification of Bidding Documents

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Any clarification of the Tender Documents by prospective Bidders shall be sought in writing at e-mail: [nandhakumar.r@nift.ac.in](mailto:nandhakumar.r@nift.ac.in) ; [kaustav.sengupta@nift.ac.in](mailto:kaustav.sengupta@nift.ac.in) two days prior to the Pre-bid meeting on **10<sup>th</sup> February, 2021 at 1100 Hours (IST)**. A clarification will be issued to the prospective Bidders and also the same notified on the website of NIFT. No clarification shall be issued after opening of the bid.

### 4.3. Amendment of Bidding Documents

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NIFT may amend the Bid Conditions after Pre-Bid Meeting held with the prospective bidders in response to clarifications sought by prospective Bidder's, is solely at the discretion of NIFT. Such amendments will be notified on e-procurement CPP portal and NIFT's website. NIFT, at its discretion, may or may not extend the due date and time for the submission of bids on account of amendments. Extension of time, if any, will be notified on e-procurement CPP portal and NIFT's website. All the Bidders are advised to periodically browse NIFT website <http://www.nift.ac.in> , and e-procurement CPP Portal (URL: <https://eprocure.gov.in/eprocure/app>) for any amendments or corrigenda issued in connection with this Bid. NIFT will not be responsible for any misinterpretation of the provisions of this bid document on account of the Bidder's' failure to update the bid documents based on changes announced through the website.

### 4.4. Modification/ Substitution/ Withdrawal of Bids

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A bidder may modify or withdraw his Bid online on the portal till the date of submission of the bid. No bid shall be modified after submission of the bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the specified period of bid validity.

### 4.5. Pre-Bid Meeting

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A Pre-Bid meeting to explain the exact scope of the work and to resolve queries of the participating prospective bidders will be organized by NIFT on **10<sup>th</sup> February, 2021 at 1100 Hours (IST)** in the Boardroom of NIFT HO, Hauz Khas, New Delhi.



## 4.6 Technical Bid Opening

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NIFT will open all the Bids received, in the presence of the Bidders or their representatives who choose to attend the bid opening at 1500 Hours (IST) on **23<sup>rd</sup> February, 2021** at National Institute of Fashion Technology (NIFT), Hauz Khas, New Delhi, India.

1. In the event of the specified date of the opening being declared a holiday by the Employer, the Bids will be opened at the appointed time and location on the next working day.
2. NIFT reserves the right to postpone or cancel a scheduled bid opening at any time prior to its opening. Information of the same will be displayed at NIFT website.
3. Opening of bids will be done through online submission process.
4. The bidder's representatives, who are present, shall sign in an attendance register.
5. NIFT shall subsequently examine and evaluate the bids in accordance with the provision set out in the bid document.
6. The bids will be evaluated for qualifying criteria as mentioned in the tender document. NIFT shall not be responsible for any delay in receipt of all documents and EMD. In case of non-receipt of these documents within the aforesaid period, the bid shall be treated as non-responsive
7. The bids which qualify will be notified through email and on NIFT website.
8. It shall be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.
9. The online price 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.

## 4.7 Place of Opening of Bid

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Bid will be opened at Board Room, National Institute of Fashion Technology, Head Office, Hauz Khas, New Delhi-16. The Bidders may depute their representatives, duly authorized in writing to attend the opening of Bids on the due date and time. This event will not be postponed due to non- presence of representative of any bidder.

## 4.8 Time and Date for Opening of Technical Bids

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Opening of Technical Bid date and time 23<sup>rd</sup> February, 2021 at 1500 Hours (IST)  
Date of Presentation of the qualified bidders will be informed separately.

*If due to any exigency, the due date for opening of the bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other day/time, as intimated by NIFT.*

## **4.9 Opening of Price Bid**

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The online price bid shall be communicated to only those bidders who are found to be technically qualified after evaluation of technical bids.

## **4.10 Period of Validity of Bids**

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Bids shall remain valid for the period of 180 days after the date of technical bid opening prescribed by NIFT. A bid valid for a shorter period shall be rejected by NIFT as non-responsive.

## **4.11 Nonconformities, Errors and Omissions**

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Once technical bid is opened, no correspondence shall be entertained.

## **4.12 Contacting the NIFT**

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Any bidder wishes to contact NIFT on any matter related to the bid during the interval of technical bid opening to the time of award of contract award, it should do so only in writing.

## **4.13 Rejection of Bid**

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- a) Effective competition is lacking.
- b) All bids are not substantially responsive to the requirement of the tender condition.
- c) Bid price are substantially higher than that of the estimated cost/ available budget.
- d) None of the technical proposals meets the minimum technical qualifying score.
- e) Canvassing by the bidder in any form including unsolicited letter and post-bid correction may invoke summarily rejection with forfeiture of EMD.
- f) Conditional bids shall be rejected.

## **4.14 Right to Accept Any Bid and to Reject Any or All Bids**

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The tendering authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders on grounds of such action.

#### **4.15 Bids of Debarred/ Blacklisted Firms**

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Bids of debarred / blacklisted firms will not be considered for evaluation.

#### **4.16 Issue of Letter of Intent (Lol)**

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Issue of Lol shall constitute the intention of tendering authority to enter into the contract with the bidder. The bidder shall within 07 days of issue of Lol give his unconditionally acceptance to the terms and conditions of the tender in writing along with performance security in form of the Demand Draft or bank guarantee for an amount of Rs. 12,00,000/- (Rupees Twelve Lakhs only) and the Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations on the part of the successful bidders.

#### **4.17 Contract Amendments**

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No variation in or modification of the terms of the Contract shall be made.

#### **4.18 Penalty for Use of Undue Influence**

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The bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of NIFT or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the Bidder or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offers by the Bidder or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle NIFT to cancel the contract and all or any other contracts with the Bidder and recover from the Bidder the amount of any loss arising from such cancellation. A decision of the NIFT or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder towards any officer/ employee of the NIFT or to any other person in a position to influence any officer/ employee of the NIFT for showing any favour in relation to this or any other contract, shall render the Bidder to such liability/ penalty as NIFT may deem proper, including but not limited to termination of the contract,

imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by NIFT.

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#### **4.19 Access to Books of Accounts**

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In case it is found to the satisfaction of the NIFT that the Bidder has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clause relating to Penalty for Use of Undue Influence , the Bidder, on a specific request of the NIFT, shall provide necessary information/ inspection of the relevant financial documents/ information/ Books of Accounts

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#### **4.20 Non-disclosure of Contract Documents**

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Except with the written consent of the NIFT/ Bidder, no other party shall disclose the Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

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#### **4.21 Transfer and Sub-letting**

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The party has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof.

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#### **4.22 Liquidated Damages**

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The selected agency must ensure compliance with the given schedule and sampling framework, failing which payment will be made to the agency after deducting the amount of penalty imposed due to delay.

The assessment will be made as per given time schedule in the tender document/work order/Lol

Delay in achieving the milestones within stipulated time period as mentioned in Work Order or any unjustified and unacceptable delay in the deliverables beyond the time indicated in the order delivery will invite @ 0.25% of the order value per week and maximum penalty of 10% of the Contract value upto the relevant stage of works. NIFT will impose the penalty as above and will have an option to cancel the order and award the work to any other agency and get the work done from any other source at the risk and cost of such defaulting agency. The EMD/Security Deposit and the Performance bank Guarantee submitted by the agency would be forfeited.

## 4.23 Termination for Default

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NIFT, without prejudice to any other remedy for breach of contract, by written notice of default sent to the selected Agency, may terminate this Contract in whole or part,

- a) If the bidder does not complete the work within the time frame as specified in the tender or any extension thereof granted by the NIFT, after examination of progress fortnightly and on completion of a geographical region
- b) If the bidder fails to perform any obligation/s under the contract and
- c) If the bidder in either of the above circumstances, doesn't remedy its failure within period of 15 days (or such longer period as the NIFT may authorize in writing) after receipt of the default notice from the NIFT.

**Beyond that the work will be reassigned at the cost and risk of the successful bidder.**

## 4.24 Termination for Insolvency

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NIFT may at any time terminate the Contract by giving written notice to the selected Agency if the selected Agency becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the selected Agency, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the NIFT.

## 4.25 Force Majeure

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Force Majeure shall mean any cause which is beyond the control of a Party or Parties or the Party invoking force majeure, including but not limited to the following: any law, decree, regulation, order, or request of any governmental authority, nationalization, expropriation, confiscation, requisition, riot, war, revolutions, hostilities, public disturbance, act of the public enemy, strike, lock out, or other labor dispute, fire, flood, epidemic, quarantine, restrictions, freight, embargoes, earthquake, storm, explosion, or Act of God.

If either Party is prevented from or delayed in carrying out any provision of this Agreement by reason of Force Majeure the Party whose performance is so prevented or delayed, upon prompt written notice thereof to the other Party, shall be excused from such performance to the extent and during the period of such prevention or delay.

This clause shall not be available to a Party if such Party fails to use reasonable diligence to remedy by the applicable situation described in above clause hereof with reasonable dispatch or if such applicable situation is caused by such Party.

The party for which it becomes impossible to meet obligations under the Contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately,

but in any case no later than 10 (Ten) days from their commencement.

Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority shall be considered as sufficient proof of commencement and cessation of the above circumstances.

If the impossibility of complete or partial performance of an obligation lasts for more than 2 (two) months, either party here to reserves the right to terminate the Contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the contract.

Force Majeure will be applicable throughout the contract period.

#### **4.26 Settlement of Disputes through Arbitration**

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All disputes or differences arising out of or in connection with the Contract shall be settled through mutual consent between the parties. Any dispute, disagreement or question arising out of or relating to the Contract or relating to product or performance, which cannot be settled amicably, shall be resolved by arbitration as follows-

1. The case of arbitration may be referred to Director General of NIFT or a person appointed by him/her who will be the sole arbitrator and the arbitration proceeding shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time being in force shall be deemed to apply to the arbitration proceeding under this clause.
2. The venue of the arbitration shall be New Delhi, India & the language of arbitration shall be English. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.
3. The arbitrator shall have powers to award only such remedy as is contemplated by this Agreement, including as appropriate, injunctive relief.
4. The parties shall not be entitled to any pendente lite interest during arbitration proceedings.

#### **4.27 Court Jurisdiction**

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Any dispute arising out to tender/ bid document / evaluation of bids / issue of Lol shall be subject to the jurisdiction of competent court at New Delhi only.

#### **4.28 Notices**

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Any notices given by one party to the other pursuant to this Contract shall be sent to the other party through email and written notice. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **4.29 Taxes and Duties**

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Selected Agency shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed during the execution of the project.

## 5. PART V - ELIGIBILITY CRITERIA FOR BID EVALUATION

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The eligibility criteria for the bidder to qualify for the Bid evaluation have been provided below.

### 5.1. Bid System & Evaluation

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The selection of bidder will be based on Quality-Cum-Cost-Based-System (QCBS).

### 5.2. The Bid Evaluation Process

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The bid evaluation process has two stages This stage consists of evaluation of Stage 1

1. Pre-Qualification Eligibility – **Clause 5.3**
2. Technical Bid - **Clause 5.4** Stage 2
3. Price Bid - **Clause 5.5 & 5.6**

### 5.3. Pre-Qualification Eligibility Criteria for Selection

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The Bidder's shall meet the following Eligibility Criteria for quoting the bid and the proof for the Eligibility should be provided.

#### Documents required for Eligibility Criteria:

No.	Eligibility Criteria	Documents Required To Substantiate The Same	Tick
A	Proof of Registration The bidder should be an exclusively registered Agency/AI/ML startups or SME Or Company worked in the similar nature of projects in the field of Visual computing (Pvt. Ltd. Company/ Public Ltd./ Partnership firm/ LLP/ Proprietorship firm) for not less than 3 years on the date of opening of the Technical Bid.	a) Registration certificate of the firm/ Partnership deed/ Certificate of incorporation etc. as applicable  b) Article of Association & Memorandum of Association (If applicable)	
B	<b>Taxpayer Information</b> The bidder firm should have been in existence and should have been registered with the Tax Department.	a) Income Tax Registration (PAN No/ TAN No.)  b) GSTIN Registration	



No.	Eligibility Criteria	Documents Required To Substantiate The Same	Tick
C	<b>Earnest Money Deposit</b>	Earnest Money Deposit of Rs. 3,00,000/- (Rupees Three Lakhs only) in the form of Demand Draft/ Bank Guarantee. <b><u>Annexure – II.</u></b> (Not exempted in any case except those bidders exempted from EMD, submit the certificate issued by the concerned department i.e. NSIC).	
D	<b>Reference check</b>	Provide details of 3 clients for whom project was completed successfully for reference check. worth of project that was undertaken	
E	<b>3 CVs/Profile each of AI/ML engineers</b>	Bidder will be required to provide the CVs/profile of AI/ML engineers along with the bid. Bidder will be at liberty to replace the person with one having similar profile on approval of NIFT.	
F	<b>Tender Acceptance Letter</b>	To be given on company's letterhead. <b><u>Annexure V</u></b> duly signed by authorized signatory.	
All documents to be submitted should be self-attested by the bidder			

The tender opening committee scrutinizing the pre-qualifying eligibility will submit their report to the Bid Evaluation Committee either on the same day or maximum next day without fail after signing of all the members along with the documents.

## 5.4. Evaluation of Technical Bid

National Institute of Fashion Technology (NIFT) will evaluate the bids on the criteria as defined below.

S. No.	Technical Qualification Criteria.	Evaluation	Marks	Maximum Marks
1	Previous projects in similar nature in the field of Visual computing. (The Agency shall submit work order / documentary evidence )	Most relevant with image recognition, data analysis and dash board development	10	10
		Similar projects	7	
		AI based projects but not relevant to image recognition	3	
2	Highest accuracy of AI/ML models (For 1000 images per class) developed earlier (Certificate on the letter head of agency showing the accuracy of the images developed	Top 5 accuracy of 90-95%	10	10
		Top 1 accuracy of 70% or more	7	
		Top 1 accuracy of less than 70%	5	
3	Live AI/ML Models Capability – Developed for (The Agency shall submit completion letters/ such document from their clients)	Any three Organizations	25	25
		Any Two organizations	18	
		Any one Organizations	10	
4	No. of AI/ ML engineers (The Agency will share the profile of AI engineers along with the application)	More than 7	10	10
		4 to 6	7	
		3	5	
5	<b>Turnover Certification &amp; Income Tax Return</b>  The Bidder's average annual gross turnover should not be less than Rs. 2.00 Crores during the last 3 financial years. a. Copy of audited balance sheet and	Rs. 4.50 crores and above	10	10
		Rs. 3.00 crores and less than Rs. 4.50 crores	07	
		Rs. 2.00 crores and Less than Rs. 3.00 crores	05	

S. No.	Technical Qualification Criteria.	Evaluation	Marks	Maximum Marks
	profit & loss account must also be attached for the F.Y. 2017- 18, 2018-2019, 2019-2020.  b. Submission of Income Tax return computation sheets for the A.Y. 2018-2019, 2019-2020, 2020-2021			
6	If the agency is startup and funded under Make in India initiative / any such initiative by Govt of India	5	5	5
7	Presentation and Testing of Prototype, Details in Selection Criteria	Experience for development of AI based Deep learning models	10	30
		UI design	10	
		Usability and functionality of the application	10	
			<b>Total Marks</b>	100

**The Agency shall upload documentary evidence as proof from Sr. No. 01 to 06 for evaluation of the technical eligibility criteria.**

**Marks will be awarded by Committee of the officials of NIFT on presentation by the bidders in respect of Sr. No. 07 of the above table.**

**Bidders Securing 50 marks or above out of 100 marks will only be considered technically qualified for Evaluation of their price bid.**

- The agencies / Individual have to create a prototype based on the wireframe provided by NIFT. In order to obtain the wireframe from NIFT. The vendor should sign the NDA for provided in **Annexure VI** and submit the same along with Bid. The prototype developed will be reviewed by the experts from NIFT. NIFT may call shortlisted bidders to make a detailed presentation for the work done and their capability.

- Proposal should include all costs for development of end to end solution of the deeplearning model, analytics, dashboard with details. Please note that the cost of development of CNN and micro modules, servers, GPUS, audits, certifications and licenses (if any) are to be borne by the vendor. These must be included in the proposals.
- The agency shall submit the letters from their existing clients where they have developed and deployed AI based deeplearning models.
- The agency must furnish the profile of their AI engineers, analysts and system architects.
- Agencies will be required to submit last 3 financial years of tax submission papers along with the proposal.
- The agency is a startup, the agency must also submit any award, investment, sponsorship or support received from any organization/ office of Govt. of India.
- \*All ownership of anything that is developed under this bid document is solely owned by NIFT and Ministry of Textile (MoT)
- \*All copyright, patents, proprietary algorithms, glossaries, codes are owned by NIFT and Ministry of Textile (MoT)

### 5.5. Price Bid

Component	Features	Total to be quoted inclusive of taxes/duties/overheads/other costs in (in Rs)
1. Development of the VisioNxt AI based deeplearning model.	Design the architecture, Develop, Train the dataset, Implement and Maintain a Digital Platform for VisioNxt on Managed Services, manpower deployment for the Project, all software licenses, Security Audit compliance, onsite Handholding support. Up gradation of the Deeplearning, training the VisioNxt in-house team to handle/ deploy/ modify/ enhance the model.  AMC support for one year from the date of completion of Deeplearning model.	As per <b>Annexure IV</b>

### 5.6. Price Bid Evaluation

1. The date and time of opening the price bid will be intimated to technically qualified bidders separately and on the CPP/nift e-tender Portal and NIFT's website.
2. Likewise, following the evaluation of technical Bid, NIFT shall examine the

Online Price Bid as per **Annexure IV**.

3. If any of the information is missing, the offer shall be rejected.

## **5.7. Final Combined Evaluation Process of the Bids**

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The Technical and Price Bid shall be evaluated separately. Tendering evaluation shall be done on marks scored by the Bidder on both Technical and Price Criteria. (As per GFR rules 192). The weightage for Technical Bid is set at 70% whereas the weightage for Price Bid is set at 30%.

**Technical Bid Evaluation Criteria** - All qualified bids will be evaluated as per the score provided in clause **5.4**

**Price Bid Evaluation Criteria** - After the cost comparison and bringing all costs to a standard evaluation number the price proposal will be evaluated using QCBS. The lowest evaluated Price Proposal will be given the maximum price score of 100 points. The price scores of the other Price Proposals will be computed on relative scale.

**Combined and Final Evaluation-** Proposals will finally be ranked according to the total score (Technical Score + Price Score).

### **Formula for Determining the Price Scores**

- 70% weightage will be awarded for Technical Evaluation and 30% weightage will be awarded for Financial Evaluation.
- Technical Bid will be assigned a Technical score (Ts) out of a maximum of 100 points, as per the Scoring Model provided in the previous section.
- The Price bid would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.
- **Final Evaluation Criteria Quality and Cost based selection (QCBS)**

The individual Bidder's Price bids are normalized as per the formula below:

$F_n = F_{min}/F_b * 100$  (rounded off to 2 decimal places) Where,

$F_n$  = Normalized commercial score for the Bidder under consideration  $F_b$  =

Absolute financial quote for the Bidder under consideration

$F_{min}$  = Minimum absolute financial quote

$$\text{Composite Score (S)} = Ts * 0.7 + F_n * 0.3$$

**The Bidder with the highest Composite Score(s) would be awarded the contract.**

## ANNEXURE I - Pre-Qualification Eligibility Criteria

1.	Name of the Agency	:
2.	Name of the authorized person (Who signs on the bid document)	:
3.	Address of the Agency	:
4.	Phone No	:
5.	Email- address	:
6.	Mobile No.	:
7.	Fax	:

### Eligibility Criteria for Selection:-

NO.	ELIGIBILITY CRITERIA	DOCUMENTS REQUIRED TO SUBSTANTIATE THE SAME	Proof Required
<b>A</b>	<b>Proof of Registration</b> The bidder should be an exclusively registered Agency/AI/ML startups or SME Or Company worked in the similar nature of projects in the field of Visual computing (Pvt. Ltd. Company/ Public Ltd./ Partnership firm/ LLP/ Proprietorship firm) for not less than 3 years on the date of opening of the Technical Bid.	a. Registration certificate of the firm/ Partnership deed/ Certificate of incorporation etc. as applicable  b. Article of Association & Memorandum of Association (If applicable)	Scanned copy of the document submitted online
<b>B</b>	<b>Taxpayer Information</b> The bidder firm should have been in existence and should have been registered with the Tax Department.	a. Income Tax Registration (PAN No/ TAN No.) b. GSTIN Registration	Scanned copy of the document submitted online
<b>E</b>	<b>Earnest Money Deposit</b>	Earnest Money Deposit of Rs. 3,00,000/- (Rupees Three lakhs only) in the form of Demand Draft/ Bank Guarantee. <b><u>Annexure – II.</u></b> (Not exempted in any case except those bidders exempted from EMD, submit the certificate issued by the concerned department i.e. NSIC).	Scanned copy of the document submitted online

<b>F</b>	<b>Reference check</b>	Provide details of 3 clients for whom project was completed successfully for reference check along with the project completion letter.	Contact Data of 3 clients
<b>G</b>	<b>3 CVs/Profile each of AI/ML engineers</b>	Bidder will be required to provide the CVs/profile of AI/ML engineers along with the bid.  Bidder will be at liberty to replace the person with one having similar profile on approval of NIFT.	3 CVs each of supervisor
<b>H</b>	<b>Tender Acceptance Letter</b>	To be given on company's letterhead. <b>Annexure V</b> duly signed by authorized signatory.	Scanned copy of the document submitted Online
	All documents to be submitted should be self-attested by the bidder and All the pages of the bid document have to be essentially signed by the bidder.		

## ANNEXURE II - Details of Earnest Money Deposit

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**Details of Earnest Money Deposit (Bid No. ....)**

S. No.	Title	Details
1	Name and Address of the Company	
<b>EMD</b>		
2	Details of Interest free Earnest Money Deposit (EMD). The demand draft of Earnest Money Deposit (EMD) has to be physical and encashable No.	<b>Amount:</b> TT/NEFT/RTGS Details/Demand Draft No.: Date: Bank Name:

Date: \_\_\_\_\_ SIGNATURE OF AUTHORISED REPRESENTATIVE

Place: \_\_\_\_\_ NAME

COMPANY SEAL

(Please attach Authorization letter for signatory)



## ANNEXURE III - Bidders Past Experience Certificate

<b>1. Agency /Company</b>		<b>Individual</b>	
<b>2.</b>			
Agency / Company Name			
First name			
Last Name			
<b>3. Your Contact Details</b> (You must complete at least line 1 and 2 and the post code)			
Office / Workplace address			
		Post code	
Mobile phone		GST No.	
PAN No.		Bank Account Number with IFSC Code.	
Turnover (attach audited statement)	2017-18	2018-19	2019-20

4. Total Number of deeplearning models developed for Visual computing	Top Ratings	Hyperlink/ sample/ references/ reports
5. Any other AI based works	Description	Hyperlink/ sample/ references/ reports
6. Documents		
Profile of the Agency in maximum 500 words (Attach on different paper sheet)		
Total number of people in Organisation		

Total number of AI Engineers  
(Attach their profiles)

Details of the top 5 AI based deeplearning models developed (Attach details on different paper sheet)

Details of clients if any (Attach the confirmation letters from clients on different paper sheet)

## ANNEXURE IV - Price Bid

NIFT Head Office GSTIN. - 07AAATN2067J1ZI

Component	Features	Amount in Rs.
1. Development of the VisioNxt AI based deeplearning model.	Design the architecture, Develop, Train the dataset, Implement and Maintain a Digital Platform for VisioNxt on Managed Services, manpower deployment for the Project, all software licenses, Security Audit compliance, onsite Handholding support. Up gradation of the Deeplearning, training the VisioNxt in-house team to handle/ deploy/ modify/ enhance the model.  AMC support for one year from the date of completion of Deeplearning model.	
<b>Amount (in figures)</b>		
<b>GST @.....</b>		
<b>Total Amount (in words)</b>		

## ANNEXURE V - Tender Acceptance Letter

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(To be given on Company's Letter Head)

Date:

**Sub: Acceptance of Terms & Conditions of Tender  
Tender Bid No.**

.....

**Name of Work: Development of the VisioNxt Portal under project "VisioNxt"**

1. I/ We have downloaded/obtained the tender document(s) for the above mentioned 'Tender' from the web site(s) namely:- <https://eprocure.gov.in/eprocure/app>
2. I/We hereby certify that I/We have read entire terms and conditions of the tender documents from Page No. 01 to 56 (including all documents like annexure), schedule(s), etc.), which form part of the Tender and I/We shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your organization shall taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in totality/entirely.
5. I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Government Department/Public sector undertaking.
6. I/We do hereby declare that our firm has not been part of cartel with other vendors and will quote competitive rates in the bids.
7. I / We certify that all information furnished by me/ us/ our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your organization shall without giving any notice or reason therefor, summarily reject the bid, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely. We shall not have any claim/ right against organization in satisfaction of this condition.

Yours faithfully

(Signature of the Bidder, with Official Seal)

Name of the Authorized Signatory:

Designation:

Contact details (including E-mail):

Date:

Place:

## ANNEXURE VI – NON-DISCLOSURE AGREEMENT (NDA)

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This ("Agreement") is made and entered into \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year (effective date) by and between **National Institute of Fashion Technology (NIFT)** and \_\_\_\_\_ (Agency / Individual). Whereas, NIFT and Agency / Individual have entered into an Agreement ("Agreement") \_\_\_\_\_ Effective \_\_\_\_\_ for \_\_\_\_\_; and whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. **Definitions.** As used herein:

1.1 The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document knowhow, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's Information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.

1.2 The term, "National Institute of Fashion Technology (NIFT)" shall include the officers, employees, agents, consultants, contractors and representatives of Department.

1.3 The term, "Agency/Individual" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, freelance developer, and research associates.

2 **Protection of Confidential Information.** With respect to any Confidential Information disclosed to it or to which it has access, Agency / Individual affirms that it shall:

2.1 Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;

2.2 Not to make or retain copy of any commercial or marketing plans, citizen/ users/ persons/ customers database, Proposals developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without

express demand from Department to do so;

2.3 Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and

2.4 Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.

2.5 Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Agency / Individual or the nature of services to be provided by the Agency / Individual to the Department.

3 **Onus.** Agencies / Individual shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.

4 **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:

4.1 Which is independently developed by Agency / Individual or lawfully received from another source free of restriction and without breach of this Agreement; or

4.2 After it has become generally available to the public without breach of this Agreement by Agency / Individual; or

4.3 Which at the time of disclosure to Agency / Individual was known to such party free of restriction and evidenced by documentation in such party's possession; or which Department agrees in writing is free of such restrictions.

4.4 Which is received from a third party not subject to the obligation of confidentiality with respect to such Information.

5. **Remedies.** Agency / Individual acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Agency / Individual would be a breach of this agreement and may cause immediate and irreparable harm to NIFT; (b) Agency / Individual affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by NIFT may be impossible to calculate and remedy fully. Therefore, Agency / Individual acknowledges that in the event of such a breach, NIFT shall be entitled to specific performance by Agency / Individual of Agency / Individual's obligations contained in this Agreement. In addition Agency / Individual shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Agency / Individual.

6. **Need to Know.** Agency / Individual shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.

**7. Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

8. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.

9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.

**10. Dispute Resolution.** If any difference or dispute arises between the Department and the Agency / Individual in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to the \_\_\_\_\_, and NIFT.

10.1 The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.

10.2 The place of arbitration shall be Delhi.

10.3 The arbitrator's award shall be substantiated in writing and binding on the parties.

10.4 The proceedings of arbitration shall be conducted in English language.

10.5 The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.

11. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Delhi, India only.

12 **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.

13 **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

14 **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**15. Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

**16. Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.



17 **Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.

18 **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Agency / Individual shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Agency / Individual and Department.

19 **Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to ..... Years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

Name of the Authorized Signatory

Designation

Organization Name:

Address

Date:

Place: