

# Tender Document



TENDER DOCUMENT No. NIFientreC/2019/03

Title: Tender for production of three video spots of 20 minutes

Date of Tender Issue: 19<sup>th</sup> August, 2019

Last date / time of Bid submission: 22<sup>nd</sup> August, 2019 (2 pm)

Opening of Financial Bid: 22<sup>nd</sup> August, 2019 (2:30 pm)

Estimated Value – Rs 24.50 Lakhs

[www.nifientrec.org](http://www.nifientrec.org)

About NIFientreC: NIF Incubation and Entrepreneurship Council (NIFientreC) is a Technology Business Incubator (TBI) hosted by National Innovation Foundation – India ([www.nif.org.in](http://www.nif.org.in)) and established with support from the Department of Science and Technology, Government of India. It is established for incubation of technological ideas and innovations of grassroots innovators and students across the country. NIFientreC aims to foster the innovations of grassroots innovators by incubating them and generating value both for the innovator and the society at large. It is a section 8 company registered under the Companies Act 2013.

NIFientreC invites bids from empaneled AV producers (Multi – Media work) with DAVP for production three video spots of 20 minutes.

The detailed scope of work is given in Annexure 1 and Terms & Conditions of work referenced from DAVP are indicated therein.

- The Bidders who are interested in participating in the tender must read and comply with the instructions and the terms and conditions contained in the tender document.
- The bids shall be filled in by the Bidder clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of NIFientreC to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- The Bidders are requested to make themselves fully conversant with all information provided in this document and also in the DAVP norms to be observed, etc. at the time of submitting their bids. The Bidder is deemed to have examined and understood the tender document, obtained his/her own information in all matters whatsoever that might affect the carrying out the works expressly mentioned or works which may have to be carried out to fulfill his contractual obligation within the scheduled rates and to have satisfied himself / herself to the sufficiency for his offer.
- The Bidders are required to fill in complete and accurate details as required under the tender documents. Failure to furnish all the information as required under the bid documents or submission of a bid containing deviations from the contractual terms and conditions, specifications or requirements shall be treated and rejected as being non – responsive.
- The Bidders are expected to carefully examine all instructions, forms, terms and specifications in the bid documents and to fully inform themselves as to all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any errors, discrepancies or omissions are found in the documents or any Bidder is in doubt as to the true meaning or interpretation of any part, he shall seek necessary clarifications. However, no claim of any nature on account of any errors found in the tender documents shall be entertained.
- The bids shall be required to be submitted within the time frames indicated in the tender document and bids submitted thereafter shall not be accepted and considered.
- The tender documents shall not be transferable.
- Conditional offers shall be rejected at the outset.
- A particular Bidder shall be allowed to make and submit only one bid document. A Bidder shall not submit more than one bid, either in the same name or entity or through any partnership, LLP, joint venture or the like.

- NIFientreC reserves the right to amend and modify the bidding documents at any time prior to the deadline for submission of bids, either at its own discretion or in response to a clarification requested by a prospective Bidder. In such cases, the NIFientreC may in its discretion extend the deadline for submission of bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their bids.
- The Bidders shall bear all costs and expenses associated with and incidental to the preparation and submission of their respective bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations, etc. and NIFientreC shall not be liable in any manner for the same.
- In the event that the successful Bidder is a joint venture formed of two or more companies, then each such company or entity shall be jointly and severally liable for all the obligations envisaged under the tender documents and this shall be primary condition of such joint venture arrangements.
- The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the bid forms, attachments and other supporting documents submitted by the Bidder.
- NIFientreC reserves the right to qualify/disqualify any applicant without assigning any reason.

Tender document cost - Nil

EMD – Nil

Performance Security:

The successful bidder needs to submit performance security (5% of the final price /contract value) in the form of Demand Draft/Direct Transfer (NEFT/RTGS) from a Nationalized/Scheduled bank which should be valid for a period of 60 days beyond the completion of all contractual obligations.

MODE OF SUBMISSION OF BID

- The Technical Bid and Financial Bid be emailed before the stipulated time to [info@nifientrec.org](mailto:info@nifientrec.org)
- No relaxation of date would be considered as it is not feasible
- Bids received in a channel other than the channel indicated above i.e. Email, shall be treated defective, invalid and rejected. Only detailed complete bids in the form indicted above received prior to the closing time and date of the bids shall be taken as valid.
- The rates and amounts offered by the Bidder quoted should be inclusive of all taxes and clearly written in figures and in words. The words shall be written clearly in English and shall be free from any aberrations, deletions, corrections and overwriting. In case of any illegibility of the offer submitted by Bidder the interpretation by NIFientreC shall be final and binding on the Bidder. If any ambiguities are observed in the rates and amount given in words and figures then the rate quoted in words shall be taken as correct.

MODIFICATIONS & WITHDRAWAL OF BID

- The Bidder shall not be entitled to withdraw or modify the offer and rates quoted by him/it once the same have been duly submitted.
- The above shall however not affect any modifications or withdrawals made by the Bidder in pursuance of any clarification issued by NIFientreC or any modification or

amendment made by NIFientreC in respect of the tender documents and the contract terms and obligations to be performed. In such event, the Bidder shall ensure that the revised bid be submitted within the prescribed deadlines or any permitted extensions thereof. Any bid not submitted within such time frames shall be rejected.

#### EFFECT & VALIDITY OF BID

- The Bid offer shall be kept valid and shall have the validity period of ninety days from the due date for submission of bid.
- In case any bidder quotes a lower validity period than that called for above, his / her offer shall be rejected.
- The submission of any Bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim, against the NIFientreC for rejection of his Bid. The NIFientreC shall always be at liberty to reject or accept any Bid or Bids at its sole discretion and any action will not be called into question and the Bidder shall have no claim in that regard against the Owner.

#### OPENING OF BID

- NIFientreC shall open the bids Technical and Financial bids on the scheduled dates.

#### EVALUATION & COMPARISON OF BID

- Given that in this tender only AV producers empaneled with DAVP for Category C i.e. Audio-Video Spots/Audio Jingles and list available at [http://davp.nic.in/Advisory\\_reg\\_Extension\\_of\\_AV\\_producers\\_and\\_rate\\_card\\_28\\_March\\_2019.pdf](http://davp.nic.in/Advisory_reg_Extension_of_AV_producers_and_rate_card_28_March_2019.pdf) as a part of Technical bid assessment it would be ascertained that entity submitting bid is same as the one listed at the above link, on the day of opening of technical bid.
- Prudence and Due diligence will be carried out as per NIFientreC policies and standards.
- As a part of Technical bid, the bidder shall furnish
  - The letter received from DAVP ascertaining empanelment and entity name on the letter should match with that given on link above
- Audited Balance sheet and P&L of last three years with details duly certified by CA. The financial bid will be opened for those who qualify in Technical bids i.e. above two requirements are met.
- The financial bid should be in conformance with DAVP rates or lower without compromising the quality. Any complementary offering (if any) should be clearly indicated and shall not be assumed.
  - Any extra cost deemed relevant shall be indicated in financial bid itself and at later stage any request for add on cost will not be entertained.
- Once Technical bid is qualified, 100% weightage will be given to Financial Bid.

The format of Financial bid will be as follows –

S.No	Particular	Any extra features being offered in the quoted cost that contribute to quality and comprehensiveness of work being undertaken	Cost
1.	1 <sup>st</sup> video spot (20 mins)		
2.	2 <sup>nd</sup> video spot (20 mins)		
3.	3 <sup>rd</sup> video spot (20 mins)		
	Total Cost (without Tax)		
	Tax amount		
	Grand Total		

- Upon opening the Bids, NIFientreC will examine the Bids to determine whether they are complete, whether any computational errors or any alterations have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.
- Upon evaluation of the propriety of the bid documents as submitted, the bids shall be evaluated to ascertain whether it meets the eligibility criteria as specified in the tender document.
- The technical bids shall be evaluated based on the available documents submitted by the Bidder. In the course of its evaluation, NIFientreC shall be entitled to ask for clarifications from the Bidders in respect of the bids submitted by them. Any clarification submitted by a bidder that is not in response to a request by NIFientreC shall not be considered. The request for clarification and the response shall be in writing.
- If a bidder does not provide clarifications of its bid by the date and time set by NIFientreC, their bid may be rejected.
- Only in case of a tie, NIFientreC will exercise its judgement based on Turnover details.

#### RIGHT OF REJECTION OF TENDER

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

#### AWARD OF CONTRACT

- The successful Bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail. Such successful Bidder shall be required to tender his/its acceptance within one day from the date of receipt of such Letter of Intent or Letter of Award/Work Order as the case may be, failing which the same shall stand cancelled and the EMD (if applicable) shall be forfeited.

- Further, the successful bidder shall pay an amount of 5% of Contract amount towards Performance Security.
- An in-person meeting at NIFientreC office is necessary after award of contract within next two days for a deep understanding of what should be reflected in delivery of work.

#### MINIMUM ELIGIBILITY CRITERIA

- NIFientreC India reserves the right to modify or relax the eligibility criteria in case none of the Bidder is able to fulfil the required criteria.

#### SPECIAL CONDITIONS OF CONTRACT

##### CONTRACT PERFORMANCE GUARANTEE

- The successful Bidder, to whom the work is awarded, shall be required to furnish a Contract Performance Guarantee/Security Deposit (SD) as security for the due performance of the Agency's obligations and the same shall be equivalent total cost of the work of 5% shall be deposited by way of a Demand Draft/NEFT drawn in the name of 'NIF Incubation and Entrepreneurship Council' payable at Ahmedabad from any nationalized/scheduled bank and the same shall be kept valid for a period of 90 days.
- The same shall be returned to the successful bidder after settlement of all dues.
- In the event the contract is terminated by NIFientreC on account of the fault of the successful bidder before the determination of the Contract Period, or the successful bidder abandons the work and its obligations under the contract during the Contract Period, then the SD amount shall be forfeited by NIFientreC.
- Any delay in submission of initial SD will entitle NIFientreC to cancel the contract.

##### CONDITIONS OF ENGAGEMENT OF WORKERS

- The successful bidder shall deploy its quality professional team to complete the work.
- The Agency shall deploy such skilled / creative personnel and manpower as shall be necessary and requisite for performing the obligations of the Agency under the contract. The Agency shall deploy manpower suitably qualified and sufficiently numbered for the due and timely execution of the works under the contract.
- The Agency shall not employ any person of age below 21 years and above the age of 50 years and the persons so engaged shall be sound in health capable of performing their work as per instructions and should not be suffering from any illness, infection and disease.
- Any violation, if made intentionally, shall be sufficient reason for cancellation of contract.
- The Agency shall issue necessary identity cards recognized by Govt. of India to its personnel and shall keep and maintain a complete record of all the personnel.
- The Agency shall appoint a liaison officer who shall co-ordinate with NIFientreC authorised representative for work execution. The Agency in co-ordination with the authorised representative shall ensure the availability of adequate manpower for completing the work. As per the instruction of authorised representative they have to allot the places/days and execute the same in specified time.
- Agency shall indemnify NIFientreC from any liabilities arising out of the employment of the manpower.

- NIFientreC shall have the rights to remove any deployed personnel from the duty whose conduct is found to be improper and whose presence and participation in the rendering of any services under the contract is considered to be undesirable.
- The Agency and its staff shall take proper and reasonable precautions to prevent loss, destruction, damage to infrastructure or misuse of the areas of the NIFientreC
- In the event of any loss caused to the NIFientreC, as a result of any lapse on the part of the Agency as may be established after an enquiry conducted by the NIFientreC such loss will be made good from the amount payable to the Agency. The decision of Director, NIFientreC in this regard will be final and binding on the Agency.
- The Agency shall do and perform all services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the directions enumerated herein and in accordance with such directions, which NIFientreC may issue from time to time and which have been mutually agreed upon between the two parties.
- Any liability arising out of any litigation (including those in consumer courts) due to any act of Agency's personnel shall be directly borne by the Agency including lawyer's fees, all expenses/fines. The concerned agency personnel shall attend the court as and when required.

#### FINANCIAL TERMS

- The agency shall be paid in stages as mentioned under:
- (i) 25% payment along with work order.
- (ii) 25% shall be released once the first cut of all first 2 videos are sent to NIFientreC for review and approval.
- (iii) Balance payment after completion of work and receipt of invoice. Please note that the 3<sup>rd</sup> video will be shot on 9<sup>th</sup> November, 2019 tentatively so this balance payment will come only after this is shot and production work post shoot.

#### GENERAL CONDITIONS OF CONTRACT (A) COMPLIANCE OF ALL STATUTORY OBLIGATIONS

- All the personnel employed by the Agency for executing the contract for work shall be the employees of the Agency only. The Agency alone shall be responsible at his own cost and risk for the due compliance of all the applicable labour laws and other statutory obligations with regard to this contract.
- The Agency shall also obtain and keep in place necessary insurance policies, mediclaim policies, group insurance schemes of adequate value to cover his security personnel, employees with regard to any accidents, injury or the liability under the Employee Compensation Act.
- The Agency shall observe and be responsible for the compliance of all labour laws, government notifications and shall maintain necessary records for the same and shall submit the same to NIF when so required.
- The Agency shall duly maintain all records/registers required to be maintained by him under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

#### WORK CERTIFICATION

- The work done and executed by the Agency shall be approved and certified by the authorised personnel of NIFientreC in accordance with the terms and conditions of this

contract and the rules and norms of NIFientreC. The Agency shall be required to furnish satisfactory personnel deployment report to NIFientreC in standard approved Performa.

#### ○ FORCE MAJEURE

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

#### INTERPRETATION

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

#### ASSIGNMENT AND SUB-LETTING/SUB-CONTRACTING PROHIBITED

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

#### TERMINATION

- NIFientreC may terminate the contract if any of the following events occur :—
  - Agency is adjudged as insolvent.
  - Agency has abandoned the contract i.e. the Agency fails to perform the obligations under the contract for a period of 3 days.
  - Any of the licenses, permissions or registrations of the Agency as required under the applicable laws are discontinued/ cancelled or not renewed in time.
  - Agency has neglected or failed persistently to observe or perform his obligations under the contract or performs unsatisfactorily.
  - The Agency is found to have acted in breach or violation of any of the safety norms persistently, applicable labour and other laws in relation to the contract and his obligations therein.
  - The Agency commits a breach of the contractual terms and conditions.
  - In the opinion of NIFientreC, it is desirable to discontinue with the performance of the contract with the Agency.
  - NIFientreC shall give the Agency a three days' notice period to rectify the breach, failing which the contract shall stand terminated on the last date of the notice period without requiring any further notice from NIFientreC in that behalf.
  - Upon such termination, the outstanding dues of the Agency shall be settled subject to the amounts recoverable by NIFientreC under the contract from the Agency.



- The SD amount shall be forfeited if the contract is terminated by NIFientreC on account of the above.

#### INDEMNITY

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

#### AMENDMENT

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

#### SETTLEMENT OF DISPUTES

- Any disputes or difference between parties arising out of the contract to the extent possible shall be settled amicably between the parties.
- If amicable settlement cannot be reached all the disputed issues shall be resolved by Director NIFientreC and his decision shall be final.
- Director, NIFientreC is the competent authority and his / her decision in case of any issues including changes to the scope of work shall be final and binding.

#### GOVERNING LAW & JURISDICTION

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

#### Annexure 1 –

##### **Scope of work -**

- Curate video spot of 20 minutes
- Video spot (Source: DAVP)
- Duration: 20 minutes
- HD format: Yes
- Language for Master: Hindi
- Dubbing in English: Yes
- Quantity: 3
- Nature of video spots –
  - The Video spots are being produced keeping the 1<sup>st</sup> generation entrepreneurs in mind as the audience who should get inspired to apply or nominate the entrepreneurs in the country for the National Entrepreneurship Awards. For more details, please refer to [www.neas.gov.in](http://www.neas.gov.in)

- Timelines :
  - All the 3 video spots should be completed in a phase wise manner as given below –
  - 1<sup>st</sup> video spot – This should be primarily covering the launch of 4<sup>th</sup> edition of NEA. It should be completed in all respects by 28<sup>th</sup> August, 2019 (Wednesday) because it is envisaged to be broadcasted a day later on several TV channels.
  - 2<sup>nd</sup> video spot – This should be covering the entire process and important stages of the 4<sup>th</sup> NEA. It will be played on TV channels. The date of playing it is estimated to be 31<sup>st</sup> August, 2019 so it should be ready not later than 29<sup>th</sup> August, 2019.
  - 3<sup>rd</sup> video spot – This should be covering the award function tentatively scheduled for 9<sup>th</sup> November and will be circulated on various TV channels post the event / award function.
- Duration:
  - The video spot should be of 20 minutes duration which shall be used for social media and on TV channels in full length.
- Format:
  - It is desired that HD format be provided such that the same TVC could be played on HD version of popular channel these days without trading off with quality / resolution in any manner. The version should be length accurate and be DAVP ready.
- End use: Television channels (SD and HD), Social Media.

**Reference documents and guidelines therein should be strictly adhered to -**

DAVP ([www.davp.nic.in](http://www.davp.nic.in))

- How to use empaneled agencies: Internal Guidelines for empanelment of print & multi-media agencies (Source: [http://davp.nic.in/Intr\\_guidline.html](http://davp.nic.in/Intr_guidline.html))
- Multi-media creative agencies:
  - List of Empanelled Multi Media Creative Agencies with BOC (Source: [http://davp.nic.in/writereaddata/announce/MMCA\\_updated\\_list\\_22\\_November\\_2018.pdf](http://davp.nic.in/writereaddata/announce/MMCA_updated_list_22_November_2018.pdf))
  - Multi-media creative agency guideline: (Source: [http://davp.nic.in/writereaddata/MMCA\\_Guideline020914.pdf](http://davp.nic.in/writereaddata/MMCA_Guideline020914.pdf))
- Production of AV Creatives (Source: [http://davp.nic.in/Production\\_Creative.html](http://davp.nic.in/Production_Creative.html))
  - Revised Rate Card for Producers (Source: [http://davp.nic.in/writereaddata/announce/rate\\_rev\\_new.pdf](http://davp.nic.in/writereaddata/announce/rate_rev_new.pdf))
  - Producers on panel – (Source: [http://davp.nic.in/Advisory\\_reg\\_Extension\\_of\\_AV\\_producers\\_and\\_rate\\_card\\_28\\_March\\_2019.pdf](http://davp.nic.in/Advisory_reg_Extension_of_AV_producers_and_rate_card_28_March_2019.pdf))

- Guideline for empanelment of producers:  
(Source: <http://davp.nic.in/writereaddata/ProGuide311013.pdf>)

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