CORRIGENDUM NOTICE – REVISION/CHANGE & UPDATE OF EOI

All prospective bidders seeking to submit their competitive bids in response to this office EOI No. IICA/54-5/2019/SoF/IAF, published on the Central Public Procurement Portal of Government of India on 31-July-2019, bearing tender ID No. 2019_IICA_491071_1, may kindly take note that the said EOI is being “REVISED/CHANGED & UPDATED” on account of multiple inadvertent errors in the earlier published EOI document.

2. The “REVISED/CHANGED & UPDATED” EOI is annexed to this corrigendum.

3. Prospective bidders may kindly take note of this corrigendum and submit their bids accordingly.

Sd/-
(D. Kalita)
Nodal Authority
CPPP, IICA
Notice Inviting Expression of Interest

For engagement of a Production agency empanelled with BOC (Bureau of Outreach and Communication, earlier DAVP) and reputed national television channel of India for Production and Telecast of Televised Fictional Serial on Investor Education, Awareness and Protection in India on the basis of QCBS

By

Indian Institute of Corporate Affairs
M/o Corporate Affairs
Government of India

EOI No. IICA/54-5/2019/SoF/IAF
Indian Institute of Corporate Affairs on behalf of IEPFA (Investor Education and Protection Fund) Authority, Ministry of Corporate Affairs intends to invite proposals to engage a Production agency empanelled with BOC (Bureau of Outreach and Communication, earlier DAVP) and reputed national television channel of India for Production and Telecast of Televised Fictional Serial on Investor Education, Awareness and Protection in India on the basis of QCBS.

i. The complete details regarding scope of work, eligibility conditions, evaluation process, format for submission of bids etc. is mentioned in this document inviting EOI.

ii. Interested and eligible agencies, who are willing to meet the stated requirement, are requested to kindly submit their competitive bids/offers through e-procurement system of GOI on Central Public Procurement Portal (www.eprocure.gov.in).

iii. The competent authority in IICA reserves the right to amend any of the terms and conditions contained in the document or reject any or all the bids without giving any notice or assigning any reason thereof. The decision of competent authority in this regard shall be final and binding.

iv. All the prospective bidders are requested to read and understand the terms and conditions of the contract as detailed in the EOI document before submitting their bids, as no change or violation of the terms and conditions are permissible once the bid is accepted by this office.

v. The EOI are being invited through e-procurement system of Central Public Procurement Portal-CPPP (www.eprocure.gov.in) of Government of India. Bidders are requested to apprise themselves of the provisions of e-procurement system and submit their respective bids through e-procurement system at www.eprocure.gov.in.

vi. The EOI document can be previewed and downloaded from the Central Public Procurement Portal of Govt. of India at www.eprocure.gov.in as well as from the website of the organization (www.iica.nic.in) under “EOI” section, on the home page.

(v) The last date for submission of bid is 5:00 P.M. on 20th September, 2019.

(vi) The EOI will be opened on 23rd September, 2019 at 9:00 AM within the e-procurement module of Central Public Procurement Portal of Govt. of India at www.eprocure.gov.in.

Sd/-
(Rajesh Kumar Singh)
EOI Inviting Authority
IICA, M/o Corporate Affairs
Tel: 0124-26400052
<table>
<thead>
<tr>
<th>Section I:</th>
<th>General</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Schedule and critical dates</td>
</tr>
<tr>
<td>1.1</td>
<td>Procedure, terms and conditions</td>
</tr>
<tr>
<td>1.2</td>
<td>Eligibility conditions</td>
</tr>
<tr>
<td>1.3</td>
<td>Commercial conditions</td>
</tr>
<tr>
<td>1.4</td>
<td>Penalty clause</td>
</tr>
<tr>
<td>1.5</td>
<td>Preparation of Bid</td>
</tr>
<tr>
<td>1.6</td>
<td>Signing of Bid</td>
</tr>
<tr>
<td>1.7</td>
<td>Method of evaluation and award of contract</td>
</tr>
<tr>
<td>1.8</td>
<td>Competent authority's right to vary items/activities at the time of award</td>
</tr>
<tr>
<td>1.9</td>
<td>Labour laws and safety measures</td>
</tr>
<tr>
<td>1.10</td>
<td>Applicable Law and jurisdiction</td>
</tr>
<tr>
<td>1.11</td>
<td>Insurance and medical</td>
</tr>
<tr>
<td>1.12</td>
<td>Indemnification</td>
</tr>
<tr>
<td>1.13</td>
<td>Force Majeure</td>
</tr>
<tr>
<td>1.14</td>
<td>Failure and Termination clause</td>
</tr>
<tr>
<td>1.15</td>
<td>Agency code of conduct and business ethics</td>
</tr>
<tr>
<td>1.16</td>
<td>Bid Validity</td>
</tr>
<tr>
<td>1.17</td>
<td>Clarification of Bids</td>
</tr>
<tr>
<td>1.18</td>
<td>Taxes and Duties</td>
</tr>
<tr>
<td>1.19</td>
<td>Award of Work Order</td>
</tr>
<tr>
<td>1.20</td>
<td>Right to reject any or All Bid/EOIs</td>
</tr>
<tr>
<td>1.21</td>
<td>Notification of Successful Bidder and Acceptance by Successful Bidder</td>
</tr>
<tr>
<td>1.22</td>
<td>Disqualification / Annulment of Contract</td>
</tr>
<tr>
<td>1.23</td>
<td>Inspection &amp; Tests</td>
</tr>
<tr>
<td>1.24</td>
<td>Production &amp; Content</td>
</tr>
<tr>
<td>1.25</td>
<td>Timelines</td>
</tr>
<tr>
<td>1.26</td>
<td>Conditions for acceptance or rejection of Proposals</td>
</tr>
<tr>
<td>1.27</td>
<td>Set-Off</td>
</tr>
<tr>
<td>1.28</td>
<td>Notice</td>
</tr>
<tr>
<td>1.29</td>
<td>Default and Termination</td>
</tr>
<tr>
<td>1.30</td>
<td>Termination for Insolvency</td>
</tr>
<tr>
<td>1.31</td>
<td>Resolution of Disputes</td>
</tr>
<tr>
<td>1.32</td>
<td>Intellectual Property Rights</td>
</tr>
<tr>
<td>1.33</td>
<td>Mergers &amp; Acquisitions</td>
</tr>
<tr>
<td>1.34</td>
<td>Governing Language</td>
</tr>
<tr>
<td>1.35</td>
<td>Changes in Law</td>
</tr>
<tr>
<td>1.36</td>
<td>Other Conditions</td>
</tr>
<tr>
<td>1.37</td>
<td>Disclaimer</td>
</tr>
<tr>
<td>1.38</td>
<td>Submission of Profile</td>
</tr>
<tr>
<td>1.39</td>
<td>Address for sending the communication</td>
</tr>
<tr>
<td>Section II:</td>
<td>Scope of Work / Deliverable</td>
</tr>
<tr>
<td>------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>1.1</td>
<td>Introduction</td>
</tr>
<tr>
<td>1.2</td>
<td>Scope of work</td>
</tr>
<tr>
<td><strong>Section III:</strong></td>
<td><strong>Annexure</strong></td>
</tr>
<tr>
<td>Annexure I</td>
<td>Covering Letter for Submission of Bids</td>
</tr>
<tr>
<td>Annexure II</td>
<td>Application Format (General Information) for Technical Bid</td>
</tr>
<tr>
<td>Annexure II-A</td>
<td>Financial Capacity</td>
</tr>
<tr>
<td>Annexure III</td>
<td>Application Format (Details of Proposed Production and Telecast)</td>
</tr>
<tr>
<td>Annexure IV</td>
<td>Proposer’s Experience</td>
</tr>
<tr>
<td>Annexure V</td>
<td>Declaration</td>
</tr>
<tr>
<td>Annexure VI</td>
<td>Contract Agreement Proforma</td>
</tr>
<tr>
<td>Annexure VII</td>
<td>Performance Bank Guarantee Proforma</td>
</tr>
<tr>
<td>Annexure VIII</td>
<td>Contact Details</td>
</tr>
<tr>
<td>Annexure IX</td>
<td>Experience Certificate Proforma</td>
</tr>
<tr>
<td>Annexure X</td>
<td>Financial Bid Format</td>
</tr>
</tbody>
</table>
SECTION I: GENERAL

Indian Institute of Corporate Affairs (IICA) intends to invite ‘Expression of Interest’ from Production agencies empanelled with BOC (Bureau of Outreach and Communication, earlier DAVP) and reputed national television channels of India (Non-News, News, and General Entertainment Categories), to produce and telecast 7-13 episodes of minimum 20 minutes duration, Televised Fictional serial in Hindi language in HD format on subject matter of Investor Education, Awareness and Protection against fraudulent investment schemes. The Televised Fictional serial are proposed at budget cost as per BOC’s (Bureau of Outreach Communication) / {earlier known as DAVP’s} fixed current prevailing rates.

For this purpose, “Scope of Work” to be taken care of by the agency has been broadly spelt out in Section II of this EOI document. The bidder must have in-house production facility. All other requirements such as manpower, tools, creative content, etc. will have to be met by the agency. Agency must have proven relevant experience as detailed in the eligibility conditions. The agency must put in place effective and adequate resources, infrastructure, mechanism and systems for ensuring the delivery of production and telecast of Televised Fictional Serial as specified in the scope of work and ancillary thereto.

Televised Fictional serials are required to focus on creating education, and protect the interest of investors through awareness against prevalent deposit and investment related fraudulent schemes and malpractices in the market with special emphasis on Ponzi schemes which offer abnormally high and guaranteed returns. The objective is to inculcate financial and investment literacy towards building financial capability of stakeholders. The treatment of content is proposed in the form of Televised Fictional Serial in order to make it interesting and highly receptive to the viewers.

The details of the EOI along with relevant Annexure may be downloaded from websites of IICA / IEPFA i.e. www.iica.nic.in / www.iepf.gov.in.
## 1. SCHEDULE OF IMPORTANT INFORMATION AND CRITICAL DATES

<table>
<thead>
<tr>
<th>SL. NO.</th>
<th>HEAD</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>EOI Submission Mode</td>
<td>The EOI are being invited through e-procurement system of Central Public Procurement Portal- CPPP (e-procure.gov.in) of Government of India. Bidders are requested to apprise themselves of the provisions of e-procurement system and submit their respective bids through e-procurement systems at <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>.</td>
</tr>
<tr>
<td>2</td>
<td>EOI publication on Central e-Procurement Portal</td>
<td>31st July, 2019</td>
</tr>
<tr>
<td>3</td>
<td>EOI Document Availability</td>
<td>The EOI document can be previewed and downloaded from the e-procurement module of Central Public Procurement Portal of Govt. of India at <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> as well as from the website of the organization (<a href="http://www.iica.nic.in">www.iica.nic.in</a>) under “Tender” section, on the home page.</td>
</tr>
<tr>
<td>4</td>
<td>Bid Submission – Deadline</td>
<td>5:00 P.M. on 20th September, 2019</td>
</tr>
<tr>
<td>5</td>
<td>Pre-Bid Meeting</td>
<td>4:00 P.M. on 12th August, 2019</td>
</tr>
<tr>
<td>6</td>
<td>Pre-Bid Meeting Address</td>
<td>Indian Institute of Corporate Affairs, Plot No. P 6,7,8 Sec. 5, IMT, Manesar District-Gurugram, Haryana PIN Code - 122052</td>
</tr>
<tr>
<td>7</td>
<td>Technical Bid Opening</td>
<td>9 AM on 23rd September, 2019</td>
</tr>
<tr>
<td>8</td>
<td>Venue (Bid Opening)</td>
<td>The EOI will be opened at 9:00 A.M. on 23rd September, 2019 within the e-procurement module of Central Public Procurement Portal of Govt. of India at <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>.</td>
</tr>
<tr>
<td>9</td>
<td>Presentation by Shortlisted bidders</td>
<td>To Be Determined</td>
</tr>
</tbody>
</table>
|   | **EOI Inviting Authority** | Shri Rajesh Kumar Singh  
Chief Administrative Officer  
Indian Institute of Corporate Affairs,  
Plot No. P 6, 7, 8  
Sec. 5, IMT, Manesar  
District-Gurugram, Haryana  
PIN Code - 122052  
Phone No.: 0124-2640052  
Fax No.: +91-(0124)-2291036  
Email: rajesh.kumar@nic.in |
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<tr>
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</thead>
<tbody>
<tr>
<td></td>
<td><strong>EMD Submission</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Performance Bank Guarantee</strong></td>
</tr>
</tbody>
</table>
1.1 Procedure, Terms & Conditions

1.1.1 The EOI proposal has to be uploaded on two bid basis i.e. Technical Bid and Financial Bid.

1.1.2 It is the responsibility of the Bidder to ensure that the bids are uploaded in time on central public procurement portal www.eprocure.gov.in on or before the prescribed date & time for submission of bids. A scanned copy of the remittance details of Earnest Money Deposit needs to be uploaded at the Central Public Procurement Portal.

1.1.3 All bids must remain valid for 180 days from the last date of submission of bids.

1.1.4 IICA reserves the right to solicit additional information from bidders.

1.1.5 IICA reserves the right to accept the whole, or part or reject any or all bids without assigning any reasons and to select the Bidder(s) which, in the sole opinion, best meets the interest of the IICA.

1.1.6 IICA also reserves the right to negotiate with the bidders placed as H1 bidder in the interest of the organization.

1.1.7 IICA reserves the right not to accept bid(s) from agency (ies) resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government investigating Agency/Vigilance Cell or there is / are any litigation/s pending in the court of Law.

1.1.8 All information contained in the proposal, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared by the bidder with any other organizations/Agency.

1.1.9 The Agency so selected is not supposed to use its name, logo or any other information/publicity on content published on social media platforms.

1.1.10 The Agency must maintain uniformity in the uploading of content on the platforms and application. Any content which is replaced, renewed or removed from any platform shall be simultaneously modified on the other platforms and applications instantly.

1.1.11 All material, scripts, contents to be developed by the Agency so selected will become the property of the IICA. The same has to be provided to IICA in the copyright protected.

1.1.12 All creative - physical as well as digital to be developed by the TV Channel so selected will be property of IICA and its Intellectual Property Rights (IPR) will vest with IICA.

1.1.13 The timeline/schedule of deliverables will be decided as and when the requirement /task activities arise. Bidder should complete the job/activities as and when asked by IICA.
1.2 Eligibility Conditions:

Production agencies empanelled with BOC (Bureau of Outreach and Communication, earlier DAVP) and reputed national television channels of India (GEC, News and Non News Channels) meeting the following minimum qualifying criteria are eligible to apply:

a. Should be an Indian entity (Company/ LLP / Partnership Firm/ Society /Trust) incorporated/registered/recognized, as the case may be, under the respective applicable laws and should have been in existence and working in the area of producing programmes for the last 10 financial years. In the case of companies, they must be registered under the Companies Act, 1956 / Companies Act, 2013. In case of a partnership, it should be registered under the Indian Partnership Act, 1932;

b. Interested Production agencies should feature in the list of “A” Grade of Multimedia agencies with BOC (Earlier DAVP, whilst interested television channels should feature in the listed Category of Ministry of Information and Broadcasting’s latest Master List of Permitted Satellite TV Channels as on date with Unlinking and Downlinking facility.

c. Should have produced for national broadcaster(s) / TV channels at least 150 hrs of general entertainment programmes, infotainment programmes, documentary and fictional series , in any Indian language that has been telecast on any platform in the last 3 calendars years (verifiable documentary proof – telecast certificate from the broadcaster must be enclosed);

d. Should have in regard to audio and visual production an annual turnover of a minimum of Rs. 100 crore in each of the last three financial years i.e. (2016-17, 2017-18 & 2018-19) (The applicant organization is required to submit necessary documents as proof);

e. Interested Television channels, if applying, should have Telecast rights, abiding by the Broadcast Policy of Government of India, in-house necessary infrastructure like high resolution camera, professional lights, non-linear editing studio, voice over studio, post-production facilities and graphics station etc. (The agency is required to submit proof for the same);

f. Should not have been blacklisted by any Central / State Government / Public sector Undertaking, Govt. of India for production and telecast of any form of Television software(Self-declaration of the applicant organization to be enclosed);

g. Should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this expression of interest and in the execution of this contract;

h. Should have local office in Delhi / NCR and compulsorily attend all the discussion meetings called by IICA/ IEPFA in its office or such other place, as often as required, at its own cost and on a short notice of one day;

i. Should have the experience of undertaking Government Business of production and telecast in recent 2 years. (Please attach Documentary proof).

j. Consortium for undertaking the said project will not be allowed in any form.
1.3 Commercial Conditions

Apart from the above, each bidder is required to fulfill the following terms and conditions:-

a. Earnest Money Deposit

i. INR 2,00,000/- (Indian National Rupees Two Lakh only) by way of demand draft/banker’s cheque, in favour of Indian Institute of Corporate Affairs, payable at Delhi, to be submitted/deposited by hand or to be delivered by speed post service/registered post/private courier to Administrative Officer, IICA not later than the last date of submission of bid.

ii. Name of the bidder must be written on the reverse side of the demand draft/banker’s cheque.

iii. A scanned copy of the EMD is also to be compulsorily enclosed along with the technical bid when submitted in the e-procurement system of CPPP, GoI.

iv. Bid not accompanied by earnest money shall be outright rejected and bid shall not be considered further.

v. The date of issue of EMD shall not be earlier than the date of issue of this EOI notice.

b. Performance Security/Bank Guarantee

i. The selected bidder shall be required to furnish a Performance Bank Guarantee equivalent to the contract value (Purchase order value) as per purchaser’s prescribed Proforma (Annexure - VII), in the form of an unconditional and irrevocable bank guarantee (to be executed on Rs. 100 Non Judicial Paper) from a scheduled commercial bank / Nationalized bank in India only, having net worth of at least Rs. 500 Crores and capital adequacy ratio of 9%, in favour of “Indian Institute of Corporate Affairs, New Delhi”.

ii. Performance bank guarantee would be returned in original to successful bidder, only after successful execution of the work order in all its entirely and obligations and only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the work order.

iii. On submission of this performance guarantee and after successful and satisfactory execution of the work order, demand draft submitted towards EMD would be returned in original.

iv. All expenses, commissions and interests related to issuance and surrendering of the performance guarantee, accrued to the bank, shall be at the sole cost of the bidder.

v. The bidder, who has caused and delivered the performance guarantee, shall not be entitled to put forth any accrued interests thereon.

vi. Performance Bank Guarantee is to be executed and submitted in favour of ‘Administrative Officer, Indian Institute of Corporate Affairs, IMT, Manesar, Sector 5, District – Gurugram, Haryana’ within ten days of issue of work order.

vii. The initial performance security shall be valid for a period of 15 Months from the date of completion of all commitments as entailed in the work order.
viii. The performance guarantee shall be denominated in Indian rupees and shall be a bank guarantee in favour of IICA, payable at New Delhi, issued by a scheduled bank in India through its branch in New Delhi, India.

ix. The PBG must be submitted after award of EOI within a period of maximum 20 days from the date of written notification of award of work to the bidder, using the performance security format as entailed in Annexure –VII, herein.

x. The proceeds of the performance security shall be payable to IICA as compensation for any loss resulting from the bidder’s failure to complete its obligations under this bid. IICA shall notify the bidder in writing of its invocation of its right to receive such compensation within 15 days, indicating the reasons for which the bidder is in default.

xi. The performance security shall be discharged by IICA and returned to the bidder within 60 days from the date of final certificate, certifying the fulfillment of the performance obligations under this bid.

xii. The bidder shall furnish amendment to the performance guarantee, if required, within 15 days of notification.

C. Period of Contract

The contract will be initially for a period of one (1) year subject to the satisfaction of IICA. During the contract period the bidder has to produce and telecast the Televised Fictional serial of 7 to 13 episodes.

d. Budget / Prices

Proposals are invited from Production agencies empanelled with BOC (Bureau of Outreach and Communication, earlier DAVP) and reputed national television channels of India under the “Fixed budget basis”. A maximum limit as per BoC is Rs. 8, 25,000/- per episode + GST as applicable will be allocated.

e. Amendment of EOI

i. At any time prior to the deadline for submission of bids, IICA, for any reason, whether at its own initiative or in response to the clarifications sought by IEPFA or Ministry of Corporate Affairs or by prospective bidders may modify the bidding documents by issuing amendment(s) by way of issuing an addendum/corrigendum in writing or by announcing it through its website.

ii. The addendum/corrigendum shall be binding on all the Agencies.

iii. Any amendment(s)/modification(s) shall be uploaded and published on the e-procurement system of Central Public Procurement Portal of GoI as well as on IICA’s website www.iica.in, and these will be binding on the prospective bidders.

iv. In order to allow eligible bidders a reasonable time to take the amendment into account in preparing their bids, IICA, at its discretion, may extend the deadline for the submission of bids, which shall accordingly be published on the e-procurement system of Central Public Procurement Portal of GoI as well as in IICA’s website.

v. Responsibility for checking of any amendments/changes made to the bid, corrigendum issued as well as any related notices published on the e-procurement system of Central
Public Procurement Portal of GoI as well as on the IICA’s website, with respect to the bid shall rest solely with the bidder. IICA shall in no way be held responsible for non-intimation of the same to the respective bidders.

f. Conflict of Interest

Production agencies empanelled with BOC (Bureau of Outreach and Communication, earlier DAVP) and reputed national television channels of India is required to produce and telecast highly professional, objective oriented Televised Fictional serial and at all times hold the IICA, IEPFA and Investor’s interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work. Without limitation on the generality of the foregoing, the Television Channel and any of its affiliates shall be considered to have a conflict of interest under any of the circumstances set forth below:

i. **Conflicting Activities:** A Production agency empanelled with BOC (Bureau of Outreach and Communication, earlier DAVP) and reputed national television channel of India or any of its affiliates, selected to provide for this project shall be disqualified from subsequent downstream supply of goods, works or services resulting from or directly related to this project.

ii. **Conflicting Assignment/job:** A Production agency empanelled with BOC (Bureau of Outreach and Communication, earlier DAVP) and reputed national television channel of India (including its affiliates) shall not be hired for similar assignment/job that, by nature, may be in conflict with another assignment/job of the Agency to be executed for the same or for another organization.

iii. **Conflicting Relationships:** A Production agency empanelled with BOC (Bureau of Outreach and Communication, earlier DAVP) and reputed national television channel of India that has a business or family relationship with a member of the IICA staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the IICA throughout the selection process and the execution of the Contract.

A Production agency empanelled with BOC (Bureau of Outreach and Communication, earlier DAVP) and reputed national television channel of India has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interest of IICA, or that may reasonably be perceived as having this effect. Any such disclosure shall be made to IICA immediately. If the Agency fails to disclose such situations and if the IICA comes to know about any such situation at any time, it may lead to the disqualification of the Agency during bidding process or the termination of its contract during execution of the assignment.

g. Payment Terms

i. The payment will be released to the agency on the basis of receipt of invoice, based on work achievement and satisfactory performance. The agency will be asked to give presentation and seek approval from competent authority before telecast of Promo and episode/serials in the final form as per Scope of Work mentioned in Section II of this document for assessment by the IICA. All payments shall be made in Indian Rupees.

ii. Payment will be released on successful performance basis. Agency should submit bills with clear indication of achievements periodically.

iii. No advance beyond 30% of total budget will be made and will be subject to submission of Bank guarantee of equivalent amount.
iv. The next payment may be up to 30% of total budget, on production of 13 Episodes and telecast of at least 5 Episodes subject to submission of Bank Guarantee. The release of payment will be subject to completion of the work and satisfactory report of competent authority.

v. Balance amount will only be paid on submission of all bills to IICA relating to the project along with Utilization Certificate, and Statement of Expenses duly certified by a Chartered Accountant in Practice.

vi. The Production agency empanelled with BOC (Bureau of Outreach and Communication, earlier DAVP) and reputed national television channel of India will be responsible for payment of all taxes and insurance applicable under existing law on all amounts paid to it hereunder, including but not limited to income tax, disability, unemployment and worker’s compensation insurance or payment of any costs, expenses, liabilities etc. of any nature whatsoever incurred in the production of the programme and shall not be entitled to any other amount.

1.4 Penalty Clause

1.4.1 The detailed Service Level Agreement (SLA) will be signed with successful bidder. Any breach in SLA will lead to penalty and later termination of the contract. All the documents/ code / application etc. prepared and developed by the bidder will be the property of the IEPFA. All designs, reports, other documents and software submitted by the bidder pursuant to this work order shall become and remain the property of the IEPFA, and the bidder shall, not later than upon termination or expiration of this work order, deliver all such documents and software to the IICA, together with a detailed inventory thereof.

1.4.2 If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn’t fulfill any of the contractual obligations, the IICA may take a decision to cancel the contract with immediate effect. Further, performance security of the agency may also be forfeited if the performance of the agency is not satisfactory.

1.4.3 In case of late services / no services on a specific activity, in which the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract, the firm shall be liable to pay a Liquidated Damages (LD). LD will be imposed @ 1% per week delay or part thereof, of the cost of contract value up to maximum of 10% of the contract value from the Agency. The timeline/schedule of deliverables will be decided as and when the requirement/ tasks /activities arise.

1.4.4 IICA will have the right to cancel the contract at any time without assigning any reason thereof.

1.5 Preparation of Bid

All the bidders are requested to follow the instructions given below while up loading the bids. Proposal should be up loaded on two bid basis – separate technical and financial bids on Central Public Procurement Portal i.e. on www.eprocure.gov.in

1. The language of the documentation & details in the bids must be in standard official Indian English.

2. Bidders shall not be permitted to withdraw their offer after submission of their bids. Conditional bids shall not be accepted. In case the bidder fails to observe and comply with the stipulations
made herein or backs out after quoting the rates, the aforesaid bid security / EMD shall be forfeited.

3. All erasures and alterations made while filling the EOI must be attested by initials of the bidder. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the EOI void. No advice of any change in rule or conditions after the opening of the EOI will be entertained.

4. The Bid submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract otherwise the EOI is liable to be rejected.

5. The bidder is required to furnish the information as sought in Annexure(s), entailed in the e-EOI document, failing which the bid shall be summarily rejected.

6. The complete EOI document and all other required enclosures / documents / Annexure(s) should be signed on each page by the Authorized Person / Signatory and be submitted accordingly, failing which the bid shall be summarily rejected. Each page of the EOI documents is required to be signed by the authorized person or persons submitting the EOI in token of his / their having acquainted himself/ themselves with the terms & conditions of the contract as stipulated.

1.5.1 The technical bid should have the following:-

i. Covering/ Forwarding letter as per Annexure I on the bidding organization’s printed letterhead.

ii. The bidder shall submit all documents as prescribed in Annexure II to IV of the EOI document. All these documents should be properly referenced and numbered.

iii. Compliance and documentary proof of eligibility condition have to be provided as spelt out in EOI Document. Documentary proof sought in other clauses of this EOI Document should also be enclosed.

iv. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section. The document which is not numbered and is not found in serial will be considered as “not found”.

v. A point to point compliance and self-declaration for acceptance of terms and conditions of EOI document has to be submitted as per Annexure V of EOI.

vi. Undertaking (self-declaration on letter head) of total responsibility for the trouble free operation has to be provided.

vii. Undertaking (self-declaration on letter head) that the information submitted by them is correct and they will abide by the decision of IICA has to be provided in case the information submitted by the agency is found to be false and / or incorrect in any manner, the agency can be suspended and / or debarred.

viii. The technical bid must compulsorily have the following specific documents:

a. Copy of Certificate of Incorporation, if any.

b. Copy of memorandum & articles of association (if applicable).

c. Copy of Certificate of GST Registration No etc.

d. Copy of PAN Card.

e. Copy of the last audited balance sheet of the company.

f. Income tax registration details.
g. Technical details of the services offered.
h. Statement of deviation from the technical specifications.
i. Copies of relevant work orders.
j. Certificate of Registration of firm.
k. An undertaking stating that no legal suit/criminal case/litigation of any form is pending against its partners/proprietor. An affidavit to that effect on Non-Judicial Stamp paper of 50/- duly notarized shall be enclosed and submitted along with the technical bid.
l. An undertaking stating that the bidding agency has not been blacklisted or terminated or debarred by any Govt/Authority/Department. An affidavit to that effect on Non-Judicial stamp paper of 50/- duly notarized shall be enclosed and submitted along with the technical bid.
m. The firm has to give a self declaration that the terms and conditions, as indicated in the EOI document, are acceptable to the firm.
n. As a token of acceptance and having understood/agreed to the terms and conditions as specified in the EOI document, duly signed EOI document by an authorized signatory along with the seal of the firm, in original.
o. Name/s of Channel/s for proposed Telecast:
p. Duration per element/episode/vignette:
q. Duration per Promo:
r. Proposed Days and Time Band:
s. No. of Times of telecast per episode:
t. Total Air time in seconds for Episode:
u. Total Air time in seconds for promo:

1.5.2 The Financial bid must contain the following:

i. Financial Bid is to be submitted in prescribed format.

ii. While submitting the Financial Proposal, the firm shall ensure the following:

   a. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, travelling, printing of documents, other resources and infrastructural support systems and taxes in the production and telecast of Televised Fictional Serials on the subject. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered nonresponsive and liable to be rejected.

   b. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be excluded in the price shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.

   c. The rates must be quoted should be clear in all respects and typed as per Proforma, prescribed herein. No addition/alternation/overwriting is permissible. Handwritten bids shall not be accepted.

   d. All the cells/boxes of the “Financial Bid Proforma” shall be duly filled. In case the bidder doesn't want to quote for a particular item (s), it should be mentioned 'NIL' clearly.
e. Percentage rate of Value Added Tax / Central Sales Tax / Local Sales Tax, Octroi, freight and forwarding charges, handling charges, loading/unloading charges, and any other tax/charge as applicable should be clearly mentioned.

f. The Financial Bid/rates should have the stamp in original of the firm and signed by the bidder or his authorized signatory on each page.

g. The rates quoted should be excluding of all taxes. The taxes should be indicated separately.

h. The bidder should quote only one rate for any particular service for which the bidder is capable of supplying as per the specification mentioned.

i. The rate shall be valid for a minimum period of one year with effect from the date of award contract. No claim for compensation or loss due to fluctuations or any other reasons/causes will be entertained.

j. Any discount being offered by the bidder should be mentioned clearly on first page of the financial bid.

k. The bidder shall submit only one financial bid as per the prescribed pro forma.

l. Financial bid of firms will not be considered if their technical bid does not contain documents as stipulated and prescribed in the EOI notice.

m. Rates should be inclusive of delivery charges and should be quoted according to the given item specifications. The bid to be inclusive of transportation cost (if any), lodging/boarding cost, out of pocket expense cost etc. (if any). In short, charges to be quoted in totality and no extra amount would be payable under any circumstances and should cover entire scope of work.

The rates quoted in the financial bid should be exclusive of all applicable taxes, duties, levies and expenses payable to any party or government. All applicable taxes, duties, levies and expenses payable to any party or government with detail of tax component, should be indicated in the respective cell, against the quoted ITEM, as entailed and elaborated in the “Financial Bid Proforma”, furnished herein.

iii. It is further clarified that in no case the agency so appointed, will be entitled to payment beyond the fee quoted in the financial bid.

iv. The bid is to be submitted in prescribed format on bidder’s business letter head duly stamped and signed and dated on each page as their unconditional acceptance to the terms prescribed by IICA. Details/supporting documents wherever applicable, if attached with the bid should be duly authenticated by the bidder. No over-writings shall be accepted unless authenticated with full signature of the bidder.

v. IICA shall not be bound by any printed conditions or provisions in the Bidder’s Bid.

vi. The seal of the company must be affixed on all pages of the technical and Financial bid.

vii. All papers comprising the bid must be serially numbered. The page number/s of each document in support of the eligibility criteria should be clearly mentioned at the appropriate place.
viii. Any deviation of any sort shall be categorically mentioned and specifically indicated in the submitted bid.

ix. Silence or use of the word “Noted” against any of the bid conditions, as outlined in the EOI document, shall be construed as acceptance of the same.

x. The Bidder shall submit only one financial option as per the prescribed format.

xi. The contract shall be for the full quantity as described in the EOI. Corrections, if any, shall be made by crossing out, initialing, dating and re-writing.

xii. The prices should be quoted in Indian Rupees only.

1.6 **Signing of Bid**

The original and all documents of the bid shall be typed or written in legible hand and shall be signed by the Bidder or a person duly authorized to sign the Contract. The person or persons signing the bid shall initial all pages of the bid. The scanned copy of all such documents shall be uploaded with the proposal to be submitted online.

1.7 **Method of Evaluation & Award of Contract**

1.17.1 Prior to evaluation of Proposals, the IICA will determine whether each Proposal is responsive to the requirements of the EOI. A Proposal shall be considered responsive only if:

a) it is received in the specified format;

b) it is received by the due date including any extension thereof;

c) it contains all the information (complete in all respects) as requested in the EOI;

d) it does not contain any condition or qualification;

e) it has deposited Rs. 2,00,000/- (Rupees Two Lakh Only) as Earnest Money Deposit (EMD)

The IICA reserves the right to reject any Proposal, which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the IICA in respect of such Proposals.

1.7.2 **Evaluation of bids:**

a) Bidders are requested to submit all requisite documents as per the uploaded EOI along with their bids failing which the bids are liable to be rejected. A duly constituted Evaluation Committee will scrutinize and evaluate the bids for selection of an agency.

b) From the time the bids are opened to the time the contract is awarded, the Agency should not contact the IICA on any matter related to its Technical and/ or Financial bid.
c) Any effort by the Agency to influence the IICA in the examination, evaluation, ranking of bids and recommendation for award of contract may result in the rejection of the agency’s bid.

d) Bid/EOIs without a valid bid security in the prescribed format will be rejected.

e) Vague, conditional, incomplete and bids received after the last date shall be out rightly rejected.

f) Bid/EOI not meeting eligibility requirements as specified will be rejected.

g) Only those bid/EOI meeting eligibility requirements as per specification in bid/EOI document will be further evaluated.

h) IICA may ask bidder(s) for additional information, visit to bidder’s site and/or arrange discussions with their professional, technical faculties to verify claims made in bid/EOI documentation.

i) The financial bid will be strictly as per the prescribed format. Only the price quoted in the financial bid will be considered. Any conditions / terms and conditions inserted in the financial bid will be ignored.

j) If there is a discrepancy between the unit price & the total price, the unit price shall prevail and IICA shall correct the total price. If there is a discrepancy between words & figures, the amount in words shall prevail.

k) From the time the bid is opened to the time the EOI is awarded, the bidders should not contact IICA on any matter related to its qualification, technical and/or financial Proposal.

l) Any attempt at negotiation direct or indirect on the part of a bidder with the authority to whom he has submitted the EOI or the authority who is competent finally to accept it after he has submitted his EOI or any endeavor to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular EOI will render the EOI liable to exclusion from consideration. Any effort by bidders to influence IICA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the bid.

m) The “Technical Evaluation Committee (TEC)” constituted for the purpose reserves the right to accept or reject any or all the bids or negotiate on any of the EOI conditions/items and to annul the bidding process and reject all the bids at any time prior to placement of order without assigning any reason thereto and without any obligation to inform the affected bidders.

n) The TEC reserves the right to assess the capacity/capability of the suppliers in the overall interest of the Institute without assigning any reason.

o) Bid without all the necessary supporting documents, as sought herein, shall be rejected.

p) Bid without a valid “Power of Attorney/ Authorization” for signing of bid will be rejected.

q) IICA shall have the right to assess the competencies and capabilities of the bidder by going through the credentials given in the technical bid and on the basis of
such credentials, IICA may reject the candidature of the bidder without assigning any reason. In such case(s) the financial bid shall not be opened for that particular Bidder. The financial bid of only those bidders who qualify in the technical scrutiny shall be opened.

r) IICA will evaluate all the proposals to determine whether these are complete in all respects as specified in the EOI document. Evaluation of the proposals shall be done in two stages as below:

(i) Stage – I (Technical Evaluation):

IICA shall evaluate the technical bid(s) to determine whether these qualify the essential eligibility criteria, whether the bidder has submitted the EMD & EOI fee, whether any computational errors have been made, whether all the documents have been properly signed & stamped, whether all the documents as mentioned / or required to submitted with technical bid are submitted and whether bids are completed and generally in order.

(ii) Stage – II (Financial Evaluation):

The Financial bids of only those firms which qualify technically shall be opened on a convenient date as decided by the EOI Inviting Authority. The eligible firms shall be informed in this regard.

1.7.3 Criteria for Evaluation of Technical bid:

The Evaluation Committee shall evaluate the Technical bids on the basis of their responsiveness to the eligibility conditions mentioned in Para 1.2 of EOI. The eligible technical bids shall then be evaluated as per evaluation criteria defined in Annexure II, III and IV of the EOI.

Only Agency obtaining a total score of 60 (on a scale of maximum of 100) or more on the basis of criteria for evaluation given in Annexure II, III and IV would be declared technically qualified. Every technical bid shall be awarded an absolute technical score of ‘T’ marks out of a total of 100 marks.

Criteria for Evaluation of Financial bid: The Financial Bids of the technically qualified bidders will be evaluated as per the evaluation criteria explained below.

The lowest evaluated Financial bid (Fm) will be given the maximum financial score of 100 points. The financial scores (F) of the other Financial bids will be computed as per the formula for determining the financial scores given below:

\[ F = 100 \times \left( \frac{Fm}{Fb} \right) \]

Where,

\[ Fb = \text{Evaluated amount of financial quote by the particular bidder.} \]
\[ Fm = \text{Lowest evaluated amount of financial quote by the bidder.} \]

Financial bids of only those Agencies which are declared technically qualified shall be opened on the specified date and time, in the presence of representatives of bidders who choose to attend. The name of the Agency, their technical score (if required), and their Financial bid shall be read aloud.
1.7.4 Method of Selection:

In deciding the final selection of the Agency, the technically qualified bid will be given a weight age of 80% on the basis of criteria for evaluation. The financial bids of only those Agencies which qualify technically will be opened. The bid with the lowest cost will be given a financial score of 100 and the other bid given financial scores that are inversely proportional to their quotes. The financial bid shall be allocated a weight age of 20%. For working out the combined score, the IICA will use the following formula;

Total points: \((0.8 \times T(s)) + (0.2 \times \text{Fm/Fb})\)

The bids will be ranked in terms of total points scored. The bid with the highest total points (H-1) will be considered for award of contract.

Example: If in response to this EOI, three bids, A, B & C were received and the Evaluation Committee awarded them 75, 80 and 90 marks on technical bid respectively, all the three bids would be technically suitable. Further, if the quoted price of bids A, B & C were Rs. 120, 100 & 110 respectively, then the following points for financial bids may be given:

\begin{align*}
A: & \quad \frac{100}{120} \times 100 = 83 \text{ points} \\
B: & \quad \frac{100}{100} \times 100 = 100 \text{ points} \\
C: & \quad \frac{100}{110} \times 100 = 91 \text{ points}
\end{align*}

For combined evaluated points, the process would be as follows:

\begin{align*}
\text{Bid A:} \quad & 75 \times 0.8 + 83 \times 0.2 = 76.6 \\
\text{Bid B:} \quad & 80 \times 0.8 + 100 \times 0.2 = 84 \\
\text{Bid C:} \quad & 90 \times 0.8 + 91 \times 0.2 = 90.2
\end{align*}

Bid C, in this case would be considered as \(\text{H1}\) (Highest total points).

The Evaluation Committee will correct any computation errors, in case of discrepancy.

Selection

(i) Selection will be done by a high level committee (CEC -Consultancy Evaluation Committee) to be constituted for the purpose. The decision of the Committee will be final.

(ii) Production agencies empanelled with BOC (Bureau of Outreach and Communication, earlier DAVP) and reputed national television channels of India which have the facility for in-house production and post production facilities will only be considered.

(iii) After a preliminary scrutiny, the agency will be called for a presentation before a committee. The interested agency will be required to submit a 2-3 minutes sample episode before the committee.

(iv) There will be scoring for presentation on scale of 100 and the selection will be done on the basis of top scorer/s, whereas minimum qualifying criteria to be considered is 60% and above. As per GFR rules for QCBS, the scoring will be done on the basis of 80% for Eligibility Criteria for Technical Evaluation and 20% score for Financial Evaluation. The value additions should be indicated along with the proposals at the time of submission of EOI.

(v) Weight age in the financial evaluation will be given to agencies and TV channels which assure maximum value additions in terms of quality production, promotion of episodes and telecast thereof.

(vi) The selected agency will have to enter into an agreement with IICA/IEPFA.
1.7.5 EVALUATION CRITERIA (TECHNICAL)

The technical evaluation shall be done on the basis of parameters mentioned below:

<table>
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<tr>
<th>S. No.</th>
<th>Criteria</th>
<th>Maximum Marks</th>
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| 1.     | Financial strength (Turn Over) for last three years i.e. 2016-17, 2017-18 & 2018-19 (minimum 100 Crore in each year)   100-300 crore : 05 Marks  
301-500 crore : 10 Marks | 10 |
| 2.     | Organizational Profile, Total Years of relevant experience in the production and telecast of Televised Fictional Serial / video programmes  
< 5 years of experience : 0 marks  
5 years of experience : 5 marks  
> 5 years of experience: 1 mark for each 1 additional year of experience subject to max. 5 marks  
Any National/International Award for TV Series and Video Programme : 10 marks | 20 |
| 3.     | Past experience in similar no. of projects in government agency such as Centre/State Govt., PSUs, etc. in last 3 years  
i. Below 3 projects : 0 marks  
ii. 3 Projects : 5 marks  
iii. 1 mark for each 1 additional project subject to max. 5 marks | 10 |
| 4.     | No. of TV Series/Video Programmes (Originally) Produced (More than 15 Minutes duration) in last 5 years  
i) 5 TV Series/Video Programmes in the last FY preceding 2014-15 to 2018-19 : 10 marks  
ii) 5 marks for 5 additional programmes subject to max. of 10 marks | 20 |
| 5.     | Marks by the Expert Committee based on Presentation : 40 Marks | 40 |
|        | **Total** | **100** |

Note: Proposal obtaining a score of 60 or more marks will be declared as technically qualified proposal for opening of their financial bids.

1.8 COMPETENT AUTHORITY’S RIGHT TO VARY ITEMS/ACTIVITIES AT THE TIME OF AWARD

The Competent Authority shall have the right to make any alterations, omissions, additions or subtractions in items/services at the time of award of contract. The Competent Authority will give such intimation to the successful Bidder, and additional cost/deduction in the Bid prices, based on the price schedule submitted by him, will be worked out with the Bidder. In case, the Bidder does not agree for such alterations, the Competent Authority will be free to award the contract to the next eligible Bidder.

1.9 Labour Laws & Safety Measures

a. Agency shall comply with all the provisions of labor law related legislation/acts as enacted by Government from time to time and in case of any prosecution / penalty, agency shall be liable for the same.

b. Agency shall be liable for payments of duties viz. P.F., E.S.I. etc. including any compensation payable under Workmen Compensation Act. IICA shall have no responsibility, financial or other liabilities towards professionals employed by the Agency.
c. Agency will take all safety measures / precautions during the work. For any accident due to negligence / any other reason during the period of contract period, it shall be sole responsibility of the agency and IICA/IEPFA/Ministry shall not be held responsible for the same.

1.10 Applicable Law & Jurisdiction

This EOI, including all matters connected with this EOI, shall be governed by the Indian laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Delhi Court, if required.

1.11 Insurance & Medical

a. It shall be the responsibility of the agency to insure their staff and equipment against any exigency that may occur at site. Agency will also take insurance cover for third party liability, which might occur due to damages caused to their manpower, equipment etc. IICA shall not be responsible for any such damages.

b. Medical facilities (as per law) for professional including insurance of the professional on site will be provided by the Agency.

1.12 Indemnification

i. Agency shall at times indemnify and keep IICA indemnified against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this contract.

ii. Agency shall at all times indemnify and keep IICA indemnified against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agency) employees or caused by any action, omission or operation conducted by or on behalf of Agencies.

iii. Agency shall at all times indemnify and keep IICA indemnified against any and all claims by employees, workman, suppliers, agent(s) employed engaged or otherwise working for Agency, in respect of their wages, salaries, remuneration, compensation or the hike.

iv. All claims regarding indemnity shall survive the termination or expiry of the contract.

1.13 Force Majeure

a) For the Purpose of this contract, “Force Majeure” means an event which is beyond the reasonable control of the party.

b) The terms "Force Majeure" as implied here in shall mean an act of God, War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of respective Government of the two parties, namely the Organization and the contractor. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall within seventy two hours of the alleged beginning and ending thereof intimate the other party giving full particulars and satisfactory evidence in support of its claim.
c) If deliveries are suspended by force majeure conditions lasting for more than 2 (two) months, the Organization shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

1.14 **Failure & Termination Clause**

Time and date of delivery and period of execution shall be essence of the contract. If the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the IICA may without prejudice to any other right or remedy available to the agency recover damages for breach of the contract as under:

i. Recover from the Agency as liquidated damages which will be charged by way of penalty, as specified in the Clause 1.4 (Penalty Clause).

ii. Cancel the contract or a portion thereof by serving prior notice of one month to the Agency.

iii. The IICA may take a decision to cancel the contract with immediate effect and / or debar / blacklist the bidder from bidding prospectively for a period of 3 years or as decided by the IICA or take any other action as deemed necessary.

1.15 **Agency Code of Conduct & Business Ethics**

**a. Bribery and corruption:**

Agency are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.

**b. Integrity, indemnity & limitation:**

Agency shall maintain high degree of integrity during the course of its dealings with business/contractual relationship with the IICA. If it is discovered at any stage that any business/contract was secured by playing fraud or misrepresentation or suppression of material facts, such contract shall be voidable at the sole option of the competent authority of the IICA. For avoidance of doubts, no rights shall accrue to the Agency in relation to such business/contract and the IICA or any entity thereof shall not have or incur any obligation in respect thereof. The Agency shall indemnify in respect of any loss or damage suffered by the IICA on account of such fraud, misrepresentation or suspension of material facts. The agency will be solely responsible for the omission and commission of the employees deployed by them.
1.16 **Bid Validity**

1. Bid shall remain valid for a period of 180 days, from the due date of bid submission. Any bid valid for a shorter period shall be rejected as non-responsive.

2. In exceptional circumstances, IICA may solicit bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder granting the request is neither required nor permitted to modify the bid.

1.17 **Clarification of Bids**

To assist the examination, evaluation, assessment and comparison of the submitted bids, EOI Inviting Authority may constitute a Technical Evaluation Committee and may ask the bidder for clarification of its bids. The request for clarification shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

1.18 **Taxes and Duties**

Bidder awarded the EOI shall be responsible for all taxes, duties, license, fees etc. incurred until delivery of the items/equipment to IICA. No tax or duty shall be payable by IICA unless specified by the bidder in the price bid.

1.19 **Award of Work Order**

IICA will award the work to successful bidder whose bid/EOI has been determined to be responsive and has been determined to be most competitive, provided further that the bidder is determined to be qualified to perform the project satisfactorily. IICA shall however not bind itself to accept the lowest or any bid/EOI and reserves the right to accept any bid/EOI wholly or in part.

1.20 **Right to reject any or All Bid/EOIs**

IICA reserves the right to reject any Bid/EOI, and to cancel the Bidding process and reject all bid/EOI at any time, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

1.21 **Notification of Successful Bidder and Acceptance by Successful Bidder**

1. Prior to expiration of the period of bid validity, IICA will notify the successful bidder in writing that its bid has been accepted by issuance of Letter of Intent (LOI).

2. Within 3 (Three) days of receipt of such intimation or within 5 days from the date of issue of the Letter of intent (LOI)/Award of Contract (AOC)/ Work Order, the successful bidder shall indicate in writing to the “EOI Inviting authority”, eliciting it’s acceptance of the work order.

3. Within 3 (Three) days of receipt of such intimation, the successful bidder shall execute the order, as per terms and conditions stipulated therein and in the e-EOI document.

4. Within 10 (Ten) days of successful execution of the work order or within 20 days from the date of issue of Work Order (whichever is earlier), the successful bidder shall submit Performance Bank Guarantee (PBG) to IICA.
1.22 Disqualification / Annulment of Contract.

IICA, may at its own sole discretion, at any time during the EOI process, disqualify any bidder from the process, if:

1. The bidder has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

2. The bidder has exhibited a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation, or financial failures, etc.

3. The bid/EOI is not accompanied by required documentation. The bidder failed to provide clarifications related thereto, when sought.

4. Information which would have entitled IICA to reject or disqualify the bid/EOI becomes known after the Bidder has been qualified; IICA reserves the right to reject the Bidder at that time or at any time after such information becomes known.

5. The bidder is found to canvass, influence or attempt to influence in any manner the qualification or selection process.

6. IICA reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.

7. Any attempt at negotiation direct or indirect on the part of a bidder with the authority to whom he has submitted the EOI or the authority who is competent finally to accept it after he has submitted his EOI or any endeavor to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular EOI will render the EOI liable to exclusion from consideration.

8. Failure of the successful bidder to comply with the requirements of any or all Clause(s) as mentioned in the EOI Document shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event IICA may make the award to any other bidder at the discretion of IICA or call for new bids.

9. While all the conditions specified in the bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents.

Non-compliance of any one of the following clauses shall result in outright rejection of the bid.

a. The bids will be rejected at opening stage if Bid security is not submitted and bid validity is less than the period prescribed and mentioned above.

b. If clause-by-clause compliance and deviation Statements as prescribed are not given; the bid will be rejected at the stage of Primary evaluation. In case of no deviations, a statement to that effect must be given.

c. Compliance if given using ambiguous words like “Noted”, “Understood”, “Noted & Understood” shall not be accepted as complied. Mere “Complied” will also be not sufficient, reference to the enclosed documents showing compliances must be given.

d. Prices are not filled in as prescribed in price Schedule.
e. Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account.

1.23 **Inspection & Tests**

The IICA’s representative shall have the right to inspect the premises of the prospective bidders’ facility including the site / location where the shootings of Televised Fictional serial/s may take place or may be aired from.

1.24 **Production & Content**

(a) Televised Fictional serial for creating awareness among investors against investing in abnormally high “guaranteed returns” through various dubious schemes that float in the market at different times need to be produced.

(b) The video needs to be in Hindi language with English subtitles which may be later on taken up for dubbing in other Indian languages.

(c) The Televised Fictional serial must fulfill the following conditions:

i. It must be well researched to give an understanding of the subject;
ii. It must be accompanied by a written script with visual inference;
iii. Complete in all Shooting, Editing (Post Production) Work;
iv. Delivered after Final Editing, Mastering (both mixed and unmixed masters) in formats required by IEPFA to meet standards of Doordarshan for rolling out for telecast on Doordarshan (DD).

1.25 **TIMELINES**

(a) The shortlisted Production agency empanelled with BOC (Bureau of Outreach and Communication, earlier DAVP) and reputed national television channel of India will be called for signing an agreement. All necessary permissions for the shoot must be obtained by the Production Agency and Television Channel.

(b) Any request for shooting by Drone etc. will not be the responsibility of IICA/IEPFA

(c) The Agreement must be executed and returned to IICA/IEPFA by the Production Agency within **7 (Seven) days** of the date of dispatch by IICA/IEPFA at the address mentioned in EOI. On receipt of executed agreement by IICA/IEPFA, the work order will be issued and the following timelines will become applicable thereafter:

<table>
<thead>
<tr>
<th>S No</th>
<th>Events</th>
<th>Timelines</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Submission of production concept note, treatment and tentative script by Production Agency or Channel to IICA</td>
<td>30 days of receipt of work order</td>
</tr>
<tr>
<td>2.</td>
<td>Commencement of production work by Production Agency or TV Channel</td>
<td>Within 30 days of receiving approved production script from IICA</td>
</tr>
<tr>
<td>3.</td>
<td>Submission of synopsis and screenplay by Production Agency for all 13 episodes for approval of IICA</td>
<td>Within 30 days of receiving approval on</td>
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<tr>
<td>4.</td>
<td>Start shooting the episodes and submit the</td>
<td></td>
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</tbody>
</table>

27
1.26. CONDITIONS FOR ACCEPTANCE OR REJECTION OF PROPOSALS

I. IICA reserves the right to add or delete any portion of any episode at any given time.

II. The ownership of the episodes (both the unmixed & mixed versions) will at all times rest with IICA and the Production Agency and Television Channel will have no proprietary or other rights in respect to the same and will not use the material in any way.

III. IICA reserves the right to place an order for the full or part work under any items work indicated above.

IV. IICA reserves the right to terminate the contract of any agency/ agencies in case of changes in the Government procedures or unsatisfactory services or in case of at any stage of the project it is found/ discovered/ brought to the notice of IEPFA that any information furnished with respect to EOI is false/untrue. Such termination shall not be contested by the Production agency empanelled with BOC (Bureau of Outreach and Communication, earlier DAVP) and reputed national television channel of India in any forum / Court etc.

V. In case of termination of the project, the Production Agency and TV Channel should unconditionally undertake to refund the entire amount of advance received from IICA, irrespective of any costs that may be incurred by them till the date of notice of cancellation. Failure to repay will make the agency liable to appropriate legal action by IICA.

VI. Submission of a proposal in response to the EOI shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

VII. The Production agency empanelled with BOC (Bureau of Outreach and Communication, earlier DAVP) and reputed national television channel of India is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by IICA to facilitate the evaluation process or all such activities related thereto.

VIII. A Production agency empanelled with BOC (Bureau of Outreach and Communication, earlier DAVP) and reputed national television channel of India will carry out all work from its own premises. The agency will have to use its own human and other resources at all times.

IX. A Production agency empanelled with BOC (Bureau of Outreach and Communication, earlier DAVP) and reputed national television channel of India will have a responsible, experienced and responsive primary point of contact for IICA for all aspects, and also a skilled team to carry out the work.

X. All materials submitted by the Production Agency will become the property of IICA and may be returned, completely at its sole discretion.

XI. IICA would check all the telecast masters for quality and if the tapes are rejected on any grounds whatsoever by IICA, the Production Agency shall carry out necessary corrections limited to a maximum of 4 corrections relating to the specific rejection, or reshoot the same and submit a fresh episode within the shortest possible time at his own cost.
XII. The decision of IICA regarding the evaluation of responses shall be final. No correspondence will be entertained relating to the process of evaluation by IICA.

1.27 **Set-Off**

Any sum of money due and payable to bidder (including security deposit refundable to it) under this contract may be appropriated by the purchaser or the IICA or any other person or persons contracting through the IICA and set off the same against any claim of IICA or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by bidder with IICA or such other person or persons contracting through the IICA.

1.28 **Notice**

Any notice given by one party to the other pursuant to this bid/EOI shall be sent to the other party in writing to the other party’s address. A notice shall be effective from the date when Notice in writing is delivered or bid/EOI or affixed at a conspicuous place whichever is earlier.

1.29 **Default and Termination**

IICA may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate the Contract for services in whole or in parts:

1. If the Supplier fails to deliver either the whole or part of the services.
2. If the Supplier fails to perform any other obligation(s) and,
3. If the Supplier, in either of the above circumstances, does not cure its failure within a period of 30 days (or such longer period as IICA may authorize in writing) after receipt of the default notice from IICA.
4. On a notice period of 60 days.

All data /reports collected by the Bidder shall be returned to IICA in its original form upon such terminations. Bidder shall not have any right on this database, which is proprietary to IICA.

1.30 **Termination for Insolvency**

IICA may at any time terminate the Contract by giving 30 (thirty) days written notice to the bidder without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action which has accrued or will accrue thereafter to IICA.

1.31 **Resolution of Disputes**

All disputes arising out of or in connection with the agreement/contract shall be attempted to be settled through good-faith negotiation between senior management of both parties, failing which it shall be subject to the extant laws of the Republic of India and to the jurisdiction of court(s) of Delhi.

1. If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any
provision of the contract or regarding a question, including the questions as to whether the termination of the contract by one party hereto has been legitimate, both parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days’ notice thereof to the other party in writing.

2. The place of the arbitration shall be New Delhi, India.

3. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.

4. The proceedings of arbitration shall be in standard official Indian English language.

5. **Informal Dispute Resolution**: The parties agree to attempt to resolve all disputes arising under the agreement, equitably, in good faith and using their best endeavors. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.

6. **Formal Dispute Resolution**: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity of the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration and Conciliation Act of 1996 as amended from time to time and the award made in pursuance thereof shall be binding on the parties.

### 1.32 Intellectual Property Rights

1. Prior to the commencement of each project, “BIDDER/SERVICE PROVIDER/CONTRACTOR” shall specify the ownership held by “BIDDER/SERVICE PROVIDER/CONTRACTOR” or any third party, of the content/material/scripts/information used or to be used in the deliverables and services. “BIDDER/SERVICE PROVIDER/CONTRACTOR” grants IICA right to use over such rights to the extent they are incorporated in the deliverables and services.

2. All rights, title and interest to all copyrights, patents and other intellectual property rights of whatsoever nature in or related to any work done by “BIDDER/SERVICE PROVIDER/CONTRACTOR” under this agreement, including but not limited to deliverables, services and associated documentation, shall be vested in and be the exclusive property of “BIDDER/SERVICE PROVIDER/CONTRACTOR”. “BIDDER/SERVICE PROVIDER/CONTRACTOR” grants to IICA an irrevocable, non-exclusive, worldwide, royalty free, transferable license to use, copy, modify and develop the same for internal purposes.

3. IICA shall not take any action that jeopardizes such proprietary rights of “BIDDER/SERVICE PROVIDER/CONTRACTOR” or acquire any right to any work produced or telecasted by “BIDDER/SERVICE PROVIDER/CONTRACTOR” under this agreement.

### 1.33 Mergers & Acquisitions

In case of mergers and acquisitions of bidder/service provider/contractor Company, all contractual conditions and obligations shall automatically get transferred to acquiring company/entity and acquiring company must assume all the obligations of the contract till the end of the contract period.
1.34 **Governing Language**

All correspondence and other documents to be exchanged by the parties shall be written in Standard Official Indian English language. The version written in English language shall govern its interpretation.

1.35 **Changes in Law**

In the event of any change in law, that affects the performance of the contractor, the contractor may be given the benefit or burden resulting from such change in law, if the competent authority in IICA wished to do so.

1.36 **Other Conditions**

1. The parent company of any subsidiary company, which is seeking qualification on the financial strength of its parent, would have to give a written undertaking that it would bear all financial liabilities of the subsidiary with regard to this bid.

2. The parent company of any subsidiary company, which is seeking qualification on the technical strength of its parent, would have to give a written undertaking that its technical capabilities/resources would be available to the subsidiary company as and when required.

1.37 **Disclaimer**

All the information contained in this document is stated only for the purpose expressed in the document. It is amply made clear that any indications given by the IICA about the future plans if any are only broad indicators and are subject to change without any notice. There is no commitment or obligation, whatsoever on the part of the issuer of this document, or officials associated, regarding the implementation of this or any future plans. Any assumptions made by Bidders, on the basis of information shared herein, will be at their own risk and responsibility.

1.38 **Submission of Profile:**

Interested Production agency empanelled with BOC (Bureau of Outreach and Communication, earlier DAVP) and reputed national television channel of India are requested to submit their EOI, as per annexure (section III) of the bid document.

The EMD of Rs. 2 Lakh (in original) in favor of Indian Institute of Corporate Affairs, payable at New Delhi, enclosed in a sealed envelope and duly addressed to the Administrative Officer should invariably reach by 5:00 P.M. on 20th September, 2019 by all means. The envelope should be superscribed as “Proposal for Production and Telecast of Televised Fictional Serial on Investor Education, Awareness and Protection”

1.39 **Address for sending the communication:**

Administrative Officer
Indian Institute of Corporate Affairs
Plot No. P 6, 7 & 8, Sector 5, IMT Manesar,
District Gurugram (Haryana), INDIA - 122050.
Email: anil22mail@gmail.com

SD/-

(Rajesh Kumar Singh)
Chief Administrative Officer
IICA, M/o Corporate Affairs
SECTION II
1.1 **INTRODUCTION**

Indian Institute of Corporate Affairs (IICA) intends to invite ‘Expression of Interest’ from Production agency empanelled with BOC (Bureau of Outreach and Communication, earlier DAVP) and reputed national television channel of India (Non-News, News and GEC category) to produce and telecast 7-13 episodes of minimum 20 minutes duration each of Televised Fictional serial in Hindi language in HD format on subject matter of Investor Education, Awareness and Protection against fraudulent investment schemes. The Televised Fictional serials are proposed at budget cost as per BOC’s (Bureau of Outreach Communication) / {earlier known as DAVP’s} fixed current prevailing rates.

Televised Fictional serial are required to focus on creating education, and protect the interest of investors through awareness against prevalent deposit and investment related fraudulent schemes and malpractices in the market with special emphasis on Ponzi schemes which offer abnormally high and guaranteed returns. The objective is to inculcate financial and investment literacy towards building financial capability of stakeholders. The treatment of content is proposed in the form of fictional series in order to make it interesting and highly receptive to the viewers.

1.2 **Scope of work**

**A Overview**

The scope of work shall be, but not limited to, the following;

(i) Production and Telecast of 7-13 episodes of 20 minutes Televised Fictional serial episodes in Hindi with subtitles in English, on the various subject related to the mandate of the IEPFA Authority. The focus should be on creating awareness about fraudulent schemes and malpractices prevalent in the market with special emphasis on Ponzi schemes and inculcating financial literacy among general public;

(ii) Developing content, Preparing the scripts of the episodes, which should cover the subject matter as well as modus operandi of various dubious investment schemes

(iii) No extra charges will be paid for Production of montage for opening of the episodes/serial.

(iv) Production of promos should be complimentary and no extra cost would be paid for the same.

(v) Branding and Promotion of the serial has to be provided free of cost.

(vi) FCTs (Free Commercial Time) should be inclusive in the proposal. During the FCTs, only TVCs related to Govt. schemes, as per mutual agreement with IEPFA, would be telecast.

(vii) The broadcasting channel should not undertake telecast of any commercials advertisements spots/TVCs or promotional AV during the timeslot for telecast of episodes of IEPFA.

(viii) Preference would be given to agencies and channels offering prominent Time band for telecast of IEPF Televised Fictional serial.

(ix) Production includes man power requirements of production, shooting, editing & submission of serial in requisite format;

(x) Initially 7-13 episodes will be awarded to a selected Television channel and production agency; however the number of episodes will be increased or decreased based on quality of content and the TRP ratings of the serials.

(xi) The agency has to produce at least three television promos and three audio promos for pre-publicity of the serial; and various Promos during the telecast of the show

(xii) Works are to be completed within the specified time limit, to be given by IICA

**B. Reporting**

The components of the report would include:

1. Copies of work in digital form (Hard Disk /Pen Drive) in advance to IICA
2. Pre and Post Report on telecast of promo launch and final work (day, date and time) to IICA
3. Report on viewers Response and feedback analysis
4. Report on Sentiment & Perception analysis

In addition to the above, the TV Channel so selected should suggest the numbers of reports eliciting periodicity, format and content of such report which should help the management of IICA to know the exact position of the efforts undertaken.

C. Performance Review

The agency will submit a process of Performance Review on periodic basis which will be appropriated and suitably amended (if required) and implemented.

D. Right to Vary Quantities, Quantum/Scope of Work

i. IICA reserves the right to increase or decrease, on need basis, the requirements and duration of services originally specified in the EOI document at the time of award or subsequently during execution of the project.

ii. IICA shall have the right to increase or decrease the no. of episodes subject to a min. 7 and max.13 episodes without any change in the unit price or other terms and conditions at the same time of award of contract or during the operation of contract.

iii. In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued services from the existing vendor, IICA reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running EOI/contract within a period of twelve months from the earliest date of letter of intent at the same rate or a rate negotiated (downwardly) for the additional sites with the existing vendors considering the responsibility of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

iv. IICA reserves the right to select certain items in single or multiple units and reject the others or all as mentioned in the schedule and to revise or alter the specifications before acceptance of any EOI and accept or reject any or all EOIs, wholly or partly or close/cancel/withdraw the EOI without assigning any reason whatsoever.

E. Right to Inspect & Tests

The IICA’s representative shall have the right to inspect the premises of the prospective bidders’ facility including the site / location where the shootings of Televised Fictional serial/s may take place or may be aired from.

F. Scrutiny

Each proposal received will be initially scrutinized on the basis of technical evaluation of submitted documents for its eligibility. In case of non-submission of any of the required documents, IICA reserves the right to summarily reject the proposal.

G. Deliverables

I. Final telecast episodes in formats as specified by IICA.
II. At least 5 television promos and two audio promos for pre-publicity of the serial.
III. 05 DVDs copies of the final episodes.
IV. Two Video Masters in full HD Broadcast Quality in hard drives.
V. All raw files and footage (audio/video) on a Hard Drive, labeled properly in files/folders for easy understanding.
VI. The video final versions need to be submitted within timelines given by IICA.
SECTION III

ANNEXURES
Covering Letter for Submission of EOI

To
The Chief Administrative Officer
(EOI Inviting Authority)
Indian Institute of Corporate Affairs
M/o Corporate Affairs,
Government of India

Sir,

We are hereby submitting our EOI, which includes Technical bid and financial bid. We hereby declare that all the information and statements made in this EOI are true and accept that any misinterpretation contained in it may lead to our disqualification.

2. We undertake, if our EOI is accepted, to start the services with immediate effect or as stipulated in the work order. We understand you are not bound to accept any EOI you receive.

3. We are of the firm belief that we are competent to undertake and successfully execute the said work.

4. The necessary, relevant and requisite documents in support of our EOI are enclosed herewith for your kind perusal and needful.

5. Sir, we undertake to:

   i. Maintain validity of the EOI for a period of 180 days from the date of EOI opening as specified in the EOI document, which shall remain binding upon us and may be accepted at any time before the expiration of that period.

   ii. Execute all contractual documents and provide all securities & guarantees as required in the EOI document (and as amended from time to time).

   iii. Until a formal contract is prepared and executed, this EOI, together with your written acceptance thereof and your notification of award shall constitute a binding contract on us.

Dated this _______ day of ____________, 2019 at ______________

Signature
(Name, Designation & Address)

(In the capacity of)

Duly authorized to sign bid for and on behalf of

Witness:
(Signatures Name, Designation & Address)

** (Format for covering letter to be submitted on printed letterhead of the firm and duly signed by an authorized signatory)

** Enclosed: List of documents (may be given separately)
APPLICATION FORMAT

GENERAL INFORMATION

1. 
   A. Name of the Proposer / representative (along with designation) :
      __________________________________
   
   B. Name of the Company/ LLP / Partnership Firm/ Society / Trust :
      __________________________________

2. Contact Information
   Address of Head office / Registered office :
      __________________________________
      __________________________________
      Pin:

   Telephone:
   Office 1:  __________________________________
   Office 2:  __________________________________
   Mobile:   __________________________________
   Fax      :  __________________________________

3. Address of Local office in New Delhi :
   __________________________________
   __________________________________
   __________________________________
   Pin:

   Telephone:
   Office 1:  __________________________________
4. **Legal status of Organization:**

Company/ LLP / Partnership Firm/ Society /Trust: ________________________

*(Photocopy of the certificate of registration to be attached)*

List of Directors / Designated Partners / Partners / Members / Trustees on letter head certified by the Proposer as mentioned in point 1 A.

5. Copies of Income Tax returns as accepted by the Income Tax Department of preceding three years with PAN Number / GST registration certificate;

6. **Details of Experience:**

   (i) Details of experience for last 5 (Five) years of production and telecast on TV Channel (with national coverage) in India.

   (ii) Details of production for any broadcaster(s) Doordarshan / other TV channel/s where in at least 150 hrs of general entertainment programmes in any Indian language that has been telecast on any platform in the last 3 calendars years (FY 2016-17, 2017-18 & 2018-19 - verifiable documentary proof – telecast certificate from the broadcaster/channel must be enclosed);

   (iii) Documentary proof of TRP rating of latest three months of the serials telecast on various channels.

7. **Financial standing of the Agency**: latest Bank Account Statement, audited balance sheets for the last three financial years *(2016-17, 2017-18 & 2018-19)*

8. Details of in-house infrastructure like high resolution camera, professional lights, non-linear editing studio, voice over studio, Post-production facilities and graphics station etc *(The applicant is required to submit proof for the same)*

9. Has the applicant organization/ its sister concern/any Director/ designated partner/ Partner ever been blacklisted/defaulted by the government or any organization ?: Yes/No *(If yes, give details)*

10. Has the applicant organization / its sister concern/any Director/ designated partner/ Partner have pending litigations/ past litigations in previous 3 years?: Yes/No *(If yes, give details)*
## Annexure: Financial Capacity

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Financial Year</th>
<th>Turnover</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2016-17</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2017-18</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2018-19</td>
<td></td>
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</tbody>
</table>

Certificate from Statutory Auditor /Chartered Accountant

This is to certify that…………………………………………………………………………..(Name of the applicant/ Bidder) has annual turnover as shown above in the respective years.

Date: 

Signature 

Name 

Designation  

(Authorized Signatory)

Name and Seal of Audit Firm

(Supporting Financial Statement and relevant documents are to be furnished)
**APPLICATION FORMAT**

**Details for Proposed Production and Telecast**

<table>
<thead>
<tr>
<th></th>
<th>For min. of 7</th>
<th>For max. 13 episodes</th>
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<tbody>
<tr>
<td>1.</td>
<td>Net Production Outlay</td>
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<tr>
<td>2.</td>
<td>Name of the Channel /s on which the Episodes/ and Promos are proposed to be aired</td>
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<td>3.</td>
<td>Duration of per element production (in minutes and seconds) Proposed</td>
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<td>4.</td>
<td>Proposed Time Bands</td>
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<tr>
<td>5.</td>
<td>Details of proposed Telecasts</td>
<td>Frequency / no. of times</td>
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<tr>
<td>6.</td>
<td>Total air time in seconds for Episode</td>
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<tr>
<td>7.</td>
<td>Total air time in seconds for Promos</td>
<td></td>
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<tr>
<td>8.</td>
<td>Duration of FCTs allotted</td>
<td></td>
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<tr>
<td>9.</td>
<td>Value Additions</td>
<td></td>
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<tr>
<td>11.</td>
<td>Proposed popular anchors characters in the serial</td>
<td></td>
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</tbody>
</table>
**PROPOSER’S EXPERIENCE**

1. **Brief Description of the Proposer’s Activities related to video production and telecast**

   (Attach separately) in the last three years

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Production agency empanelled with BOC (Bureau of Outreach and Communication, earlier DAVP) and reputed national television channel of India</th>
<th>Year of production</th>
<th>Format</th>
<th>Duration</th>
<th>Language</th>
<th>Organization for which produced</th>
<th>Copy of the Work order/documentary Proof (please mention Annexure no’s below)</th>
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</table>

2. Details of the production team including names, bio-data and addresses of the director, researcher, script writer, cinematographer and music director along with the written consent of each one, agreeing to be engaged for the production of the programme.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Key Personnel</th>
<th>Educational Qualification</th>
<th>Period of Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Director</td>
<td>Diploma/Degree in film making/Mass communication or any equivalent stream of discipline from a recognized university / institute</td>
<td>7 years</td>
</tr>
<tr>
<td>2</td>
<td>Script Writer</td>
<td>Diploma /Degree in media or any equivalent stream of discipline from a recognized university / institute</td>
<td>5 years in script and content writing</td>
</tr>
<tr>
<td>3</td>
<td>Video Editor</td>
<td>Diploma/Degree in film making/Mass communication or any equivalent stream of discipline from a recognized university / institute</td>
<td>5 Years</td>
</tr>
</tbody>
</table>

Signature__________________________________________

Name: ____________________________________________

Designation: ______________________________________

*(Full Name and designation under the seal of the Company)*
DECLARATION

I………………………………… (the proposer) solemnly affirm that the facts stated above are correct and nothing has been withheld. If any information submitted above, is found to be false or fabricated, I may be liable to be suspended and /or debarred from empanelment and that;

(i) IICA may inspect the facilities & other records to ascertain the above facts.

(ii) IICA may cross check the above facts from any other source.

(iii) the authorized representative, along with required team member, would meet / make presentation before Core Group / CEC and Travel as required at applicant’s own cost as and when required even at a very short notice of one day.

(iv) I will abide by the decision of IICA regarding allocation of work or any other matter related to the project.

(vi) In case at any stage of the project it is found / discovered /brought to the notice of IICA that any information furnished with respect to, but not limited to Annexure A of EOI, is false / untrue, then IICA has the right to immediately terminate the project by giving a written notice at the address given in Part 1 of Annexure A of the EOI. Further I / we (including successors and permitted assigns) waive off all rights to contest the cancellation in any forum / court etc and unconditionally undertake to refund the entire amount of advance received from IICA, irrespective of any costs that may be incurred by me / us till the date of notice of cancellation.

Signature______________________________
(of the Proposer)

Name: ________________________________

Designation: ________________________________

(Full Name and designation under the seal of the Company)
CONTRACT AGREEMENT PROFORMA
(To be executed by the bidder with IICA / IEPFA on Non Judicial Paper of value INR 100/-)

Contract Agreement No: ___________ Dated: ___________

THIS AGREEMENT is made on .................2019, between Indian Institute of Corporate Affairs / IEPFA, M/o Corporate Affairs, MoI through Chief Administrative Officer (hereinafter referred to as "IICA" which expression shall unless excluded by or repugnant to the context be deemed to include his successors, executors, administrators, representatives and assigns) and whose principal place of office is at IICA, Plot No. 6, 7, 8, Sector 5, IMT, Manesar, District – Gurugram, Haryana - 122052 of

AND

M/s ____________________________________________________________ having it’s registered office at __________________________________________ (Hereinafter referred to as “The Service Provider”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for work awarded for

I. WHEREAS, IICA invited bids through open EOI, vide Notice inviting e-EOI No. _______________, dated ________________, for "Production and Telecast of Televised Fictional Serial/s on Investor Education, Awareness and Protection in India

under EOI No. __________________________

II. AND WHEREAS, the bidder submitted his bid vide

______________________________ in accordance with the bid documents and represented therein that it fulfils all the requirements, obligations, criteria and has resources and competence for Production and Telecast of Televised Fictional Serials on Investor Education, Awareness and Protection in India Production and Telecast of Televised Fictional Serial/s on Investor Education, Awareness and Protection in India for IICA

III. AND WHEREAS, IICA has selected M/s ____________________________________________ as the successful bidder ("The Service Provider") pursuant to the bidding process, awarded the Letter of Acceptance (LoA)/Letter of Intent (LoI) / Work Order (WO) No.

______________________________ to The Service Provider on ___________________ for a Total sum of INR______________________ [Rupees _______________________ Only].
IV. **AND WHEREAS**, IICA desires that Creative Services be provided, delivered, managed, maintained and completed by the Service Provider as complimentary to the Production and Telecast of Televised Fictional Serial/s on Investor Education, Awareness and Protection in India for IICA.

V. **AND WHEREAS**, the Service Provider acknowledges that IICA shall enter into contracts with other Suppliers parties for the Production and Telecast of Televised Fictional Serial on Investor Education, Awareness and Protection in India, for its office in case the Service Provider falls into breach of the terms and conditions as stipulated in the EOI Document and shall waive its claim whatsoever in this regard.

VI. **AND WHEREAS**, the Service Provider has fully read understood and shall abide by all the terms and conditions as stipulated in the EOI Document for Production and Telecast of Televised Fictional Serial/s on Investor Education, Awareness and Protection in India for IICA, failing which the contract is liable to be terminated at any time, without assigning any reasons by IICA.

VII. **AND WHEREAS**, the payment to the Supplier, for the supplied items shall be made as per terms and conditions, as stipulated in the e-EOI document, subject to satisfactory performance of the supplied items and due certification of the same by the concerned officer at IICA.

VIII. **AND WHEREAS**, the services provided by the Service Provider shall be received by IICA subject to approval on inspection.

IX. **AND WHEREAS**, IICA reserves the right to accept the whole or any part of the quotation(s) or portion of the quantity offered and successful bidder shall offer the same at the rate quoted.

X. **AND WHEREAS**, if The Service Provider fails to provide the contracted services as per desired quality and on stipulated time after awarding of the work, IICA shall be at liberty to forfeit his Performance Money.

XI. **AND WHEREAS**, in case of any dispute of differences, the same shall be settled by reference to Arbitration by a sole arbitrator to be appointed by the Director General & CEO, IICA. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable.

XII. **AND WHEREAS**, in case of any dispute arising out of the business or interpretation of any clause of the document, the Court at Delhi alone shall have the jurisdiction to try and decide.

XIII. **AND WHEREAS**, in case of goods and services supplied found to be of inferior quality or not according to the approved sample; IICA has the right to reject the goods. No payment shall be made against such rejections.

XIV. **AND WHEREAS**, the “Work Order” will be valid and binding on the Service Provider up to __/__/2019.

XV. **AND WHEREAS**, the scope of service may vary.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

(Authorized Signatory)  

Signed and Sealed on Behalf of Supplier

(Authorized Signatory)  

Signed and Sealed on Behalf of Indian Institute of Corporate Affairs  
M/o Corporate Affairs  
Govt. of India
To,
The Chief Administrative Officer
(EOI Inviting Authority)
Indian Institute of Corporate Affairs
M/o Corporate Affairs,
Government of India

OUR LETTER OF GUARANTEE No. : ______________

In consideration of Indian Institute of Corporate Affairs (IICA), M/o Corporate Affairs, Govt. of India, having its office at Plot No. 6, 7, 8, Sector 5, IMT, Manesar, District – Gurugram, Haryana, India, pin - 122052 (hereinafter referred to as “IICA” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators officers and executors) and having entered into an agreement dated __________/awarded “_____________” issued vide Work Order No. __________________________ dated ___________ with/o

Whereas “The Service Provider” having unequivocally accepted to provide the services as per terms and conditions given in the agreement/EOI document dated ________ /Work Order No. __________________________ dated ___________ and IICA having agreed that “The Service Provider” shall furnish to IICA a Performance Bank Guarantee for the faithful performance of the entire contract equivalent to advance which is subject to max. 30% of the contract value (Purchase order value)

2. We, ____________________________________________ (“The Bank”) which shall include our successors, administrators, officers and executors herewith establish an irrevocable Letter of Guarantee No. ____________ in your favour for account of __________________________ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the EOI document/Agreement/Purchase Order.

3. Hereby, we undertake to pay up to but not exceeding ___________ (say ___________ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of “The Supplier” having failed to perform the agreement and despite any contestation on the part of above named Supplier.

5. This Letter of Guarantee will expire on ___________ including 60 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signatory of Bank
(Not below the rank of Manager)
Name:
Designation
Date:
Mobile No.
Stamp of Signatory
Seal of Bank
CONTACT DETAILS

Contact details (name, address, phone, fax, mobile, email) of support personnel are to be given below:

(To be filled in by the bidder)

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name</th>
<th>Designation</th>
<th>Address</th>
<th>Mobile No.</th>
<th>e-mail</th>
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EXPERIENCE CERTIFICATE PROFORMA

This is to certify that M/s----------------- has executed the works related to
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and ----------------- during the past three financial years as per the details given below.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Year</th>
<th>Description of work carried out</th>
<th>Amount</th>
<th>Remarks</th>
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To,

The EOI Inviting Authority
Indian Institute of Corporate Affairs
M/o Corporate Affairs,
Government of India

Sir,

We, the undersigned on behalf of (name of the firm), offer to respond to (title of project) in accordance with your EOI document dated (insert Date). Our Financial Bid against the Scope for work defined in the EOI document is as mentioned below:-

<table>
<thead>
<tr>
<th>Description of Items</th>
<th>Total price quote for providing services (Max. limit as per DAVP Rates is Rs. 8,25,000+GST per episode)</th>
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<tbody>
<tr>
<td>Price for services (Production of Televised Fictional Serial on Investor Education, Awareness and Protection in India) as detailed under scope of work-deliverables in EOI</td>
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<tr>
<td>Price for services for Telecast of Televised Fictional serial/s on Investor Education, Awareness and Protection in India as detailed under scope of work-deliverables in EOI</td>
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</tr>
<tr>
<td>Consolidated Price for services Production and Telecast Televised Fictional serial/s on Investor Education, Awareness and Protection</td>
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2. Our bid shall be binding upon us up to period of validity as indicated in EOI/ may be subject to change by IICA. We understand IICA is not bound to accept any bid that it receives.

Yours sincerely,

Authorized Signatory [In full and initials] Name and Title of Signatory

Name and address of the firm

Date