

22201/Prod/Animation/2122
GOVERNMENT OF INDIA
(MINISTRY OF INFORMATION & BROADCASTING)
BUREAU OF OUTREACH AND COMMUNICATION
SOOCHNA BHAWAN, C.G.O COMPLEX, NEW DELHI-110003

Dated- 04.03.2022

Advisory

Subject: Submission of bids for engagement of agency for production of Animated Video Series for celebration of Azadi ka Amrit Mahotsav

Reference is invited to advisory of even number dated 21.01.2022 and subsequent pre-bid meeting which was held on 25.01.2022 for engagement of agency for production of Animated Video Series for celebration of Azadi ka Amrit Mahotsav and subsequent advisories of even number dated 14.02.2022 and 28.02.2022 vide which the last date of submission of bids was extended till 16.03.2022.

Based on queries and suggestions received during pre-bid conference and after due examination the RFP has been amended which is enclosed. In view of this, the interested agencies are advised to submit the bids as per the enclosed amended RFP by 16.03.2022 as per the details mentioned in the RFP.

This issues with the approval of Pr. DG, BOC.



(Prayas Kaushik)
Assistant Director

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RFP. No. 22201/Prod/Animation/2122

Dated: 04.03.2022

REQUEST FOR PROPOSAL / TENDER DOCUMENT

Invitation of Bids for engagement of agency for production of Animated Video Series for celebration of Azadi ka Amrit Mahotsav

Bids (Technical & Financial) in separate sealed covers are invited from all eligible Agencies based on the criteria mentioned in Part-II of this RFP, for production of Animated Video Series for celebration of Azadi ka Amrit Mahotsav. The agency engaged through this RFP is supposed to produce animated video series running in 52 episodes of 11 minutes duration each. Detailed scope of Work is mentioned in Part-II of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the bid being declared invalid. The bids should be submitted in separate sealed envelopes along with the soft copy in CD. **All the envelopes should be enclosed in another sealed envelope superscribed with the RFP number and due date.**

1. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:

a.	Bids/queries to be addressed to	Prayas Kaushik, Assistant Director, BOC
b.	Postal address for sending the Bids	Room No: 278 , 2nd Floor, Soochna Bhawan, Lodhi Road, New Delhi - 110003
c.	Name/designation of the contact personnel	Prayas Kaushik, Assitant Director, BOC
d.	Telephone number of the contact	011-24369540

	personnel	
e.	e-mail ids of contact personnel	govt.davp@gmail.com

2. This RFP is divided into five parts as follows:

Part I: Contains General Information and instructions for the Bidders about the RFP such as the time, Bid Security Declaration, place of submission and opening of tenders and eligibility criteria for the agencies intending to participate in the Tender etc.

Part II: Contains essential details of creative brief, services required, scope of works, list of deliverables etc.

Part III: Contains Standard Conditions of RFP, which will form part of the contract with the successful bidder.

Part IV: Contains special conditions applicable to this RFP and which will also form part of the contract with the successful bidder.

Part V: Contains Evaluation Criteria and Format for Price Bids.

3. This RFP is being issued with no financial commitment and BOC reserves the right to change or vary any part thereof at any stage. BOC also reserves the right to withdraw the RFP at any stage.

Part I – General Information

1. Last date and time for submitting the Technical & Financial Bids:

12:00 PM of 16/March/2022

The sealed Bids should be deposited / reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids:** Sealed Bids (Technical and Financial) should be submitted at the address mentioned in para (2) at first page of this RFP, by hand or by registered post so as to reach by the due date and time. **Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery / non receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.** Only those bids which are submitted to the mentioned address within due date and time will be opened.

3. **Time and date of opening of Technical Bids and Technical Presentation: To be intimated later.**

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

4. **Place of opening the Bids & Presentation:**

Conference Room, 2nd Floor, BOC, Sochna Bhawan, Lodhi Road, New Delhi - 110003

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of technical Bids on the due date and time. The eligible agencies will be decided based on the qualification documents and all the qualified will be allotted time slot on the same day for Technical presentation in the same venue. **The Bidders will have to come prepared for the Technical presentation on the mentioned date. This event will not be postponed due to non-presence of representative of any Bidder.**

5. **Forwarding of Bids:** Bids should be forwarded by the Bidders under their original memo/letter pad inter alia furnishing details like PAN Number, GST Number, Bank Branch address with e-payment Account etc. with complete postal & e-mail address of their office and the mobile number on which the Agency can be contacted.

6. **Clarification regarding contents of the RFP:** A pre-bid meeting will be called after 5 working days from the date of notification of RFP via video conferencing (link to be shared later through an advisory on BOC's website i.e. www.davp.nic.in) and the clarification will be provided and if any modifications have to be made, the same will be incorporated as per the procedure by BOC. A prospective bidder who requires clarification regarding the contents of the bidding documents may forward the queries vide e-mail to – govt.davp@gmail.com referring the RFP title, number and date, not later than **21.01.2022**. Copy of the queries and BOC's clarification will be posted on BOC's website – www.davp.nic.in for information of all prospective bidders.
7. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his/her bid after submission provided that the written notice of modification or withdrawal is received by BOC prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by e-mail but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach BOC not later than the deadline for submission of bids. **No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.**
8. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, BOC may, at its discretion, ask the bidder for clarification of his/her bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. **No post-bid clarification on the initiative of the bidder will be entertained.**

9. **Rejection of Bids**: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. **Conditional tenders will be rejected.**
10. **Unwillingness to quote**: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
11. **Validity of Bids**: The Bids should remain valid for a period of six months from the last date of submission of the Bids.
12. **Earnest Money Deposit**: In concurrence with DoE (MoF)'s OM No. F.9/4/2020-PPD dated 12.11.2020, Bidders are required to submit a **Bid Security Declaration** (Annexure II). The **Bid Security Declaration** is to remain valid for a period of forty-five days beyond the final bid validity period. If the bidders withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.
13. **Two bid system**: It is a two bid system. The proposal of the Agencies will be evaluated based on their technical presentation. Date of opening of financial/price bid is **(to be intimated later)**. **Financial/price bids of only those firm will be opened, whose technical bids are found compliant/suitable after technical evaluation is done by BOC.**
14. **Preparation of Proposal**: The Respondent shall comply with the following related information during preparation of the proposal-

- a. The Proposal shall conform to provisions of RFP. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.
- b. The Proposal shall be typed or written in indelible ink (if required) and shall be signed by the Respondent or duly authorized person(s) to bind the Respondent to the contract. The letter of authorization shall be indicated by written power of attorney and shall accompany the Proposal.
- c. Proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above received prior to the closing time and date of the proposal shall be taken as valid.

Part II – Essential Details of Services Required

1. Creative Brief

Aim & Objective: Bureau of Outreach and Communication (BOC), Ministry of Information & Broadcasting, Government of India is a nodal Directorate of Government of India for catering to the paid communication and dissemination of Ministries/Departments of Government of India as well as Central Public Sector Undertakings (PSUs). BOC invites technical and financial proposals to produce

- An animated video series with a total of 52 episodes with duration of 11 minutes each for celebration of Azadi ka Amrit Mahotsav. Each video should be in Full HD (1920 x 1080) format with stereo sound and not up scaled videos. The fusion animated video will be a combination of motion graphics, 2D and 3D animation including character animation with a minimum of 2 minutes of 3D content in each episodes of 11 minutes duration of the series. The animated videos will be made primarily in Hindi language and may be dubbed in English and other

Indian and International languages with provisions of suitable subtitling.

- A 60 Second promo of the animated Video Series for the overall theme/series to be used for popularizing the series across the platforms.

The creative brief regarding the above mentioned deliverables is mentioned in the Annexure-I of this RFP

2. Eligibility Criteria (Terms & Conditions):

- I. Average of annual turn-overs of the agency for past five financial years should be more the Rs. 2 crores as per audited financial statements.
- II. CA certified Balance Sheets of the company for the past 5 years to be submitted along with the application.
- III. Work experience of 5 or more years in production of animated video series either for reputed broadcasters or for any Government Ministry/ Department, Public Sector Undertaking, State Government, Government University, Urban Local Body. The bidder needs to submit documentary proof for the same which may include Work Orders of last 5 years or more.
- IV. The bidders must submit copy of PAN/TIN, GST Registration, Annual Income Tax return for last 3 financial years along with the technical bids.
- V. The bidder must have executed 2 or more such Animation Video Series Production jobs with work orders of more than Rs 1 crore either for reputed broadcasters or for any Government Ministry/ Department, Public Sector Undertaking, State Government, Government University, Urban Local Body in last 5 years.

3. Scope of Work:

- (i) **Production of Animated Video Series for celebration of Azadi ka Amrit Mahotsav**: An animated video series with a total of 52 episodes with duration

of 11 minutes each for celebration of Azadi ka Amrit Mahotsav. The videos may be produced under an umbrella theme which may be communicated later to commemorate Azadi ka Amrit Mahotsav. The animated videos may be dubbed in various Indian languages and also U N recognized various International languages.

(ii) Submission of Dissemination/Distribution plan: A well drafted dissemination/distribution plan for the video series needs to be submitted along with technical presentation. The agency must ensure maximum reach to the target audience and enhanced amplification to the videos while drafting the distribution plan. The plan may cover/highlight the following areas:

- a. Dissemination through Youtube, Twitter, Facebook and other social media platforms.
- b. Collaboration with various OTT platforms for increasing the viewership and revenue generation prospects.
- c. Wider dissemination of the content across the globe by networking with various Indian Missions abroad and Foreign Missions in India along with the support of Ministry of External Affairs.

(iii) Submission of Revenue Generation Plan: A well conceived revenue generation plan with amount of anticipated revenue to be generated in INR for the video series for the contract period of 2 years as well as 2 years beyond the contract period needs to be submitted along with technical presentation. The revenue generation plan must ensure maximum revenue generation for the series through marketing on private platforms. The ability of the agency for revenue generation will be evaluated suitably on the basis of past experience in generating revenue through marketing/branding etc for the series and revenue generation plan submitted with Technical bids. (Details in Part IV of this RFP)

4. The Task / Schedule of Requirements: The agency must execute all the works as mentioned in scope of work and the accepted technical proposals before August 2023. The agency will also facilitate all the changes/modifications in the creatives

during the final approvals as directed by the competent authorities.

5. **Period of Contract:** The contract would be valid till 2 years. Please note that Contract can be cancelled unilaterally by the BOC being customer in case services are not received as per quality and standard specified in the RFP and contract within the contracted period. BOC reserves the right to exercise the option clause and repeat the order clause as per text given in Part IV of this RFP.

Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor/Supplier in the contract) as selected by BOC. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which

cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is given in Annexure-II.

4. **Penalty for use of Undue influence**: The agency undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of BOC or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the agency or any one employed by it or acting on its behalf (whether with or without the knowledge of the agency) or the commission of any offence by the agency or anyone employed by it or acting on its behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle BOC to cancel the contract and all or any other contracts with the agency and recover from the agency the amount of any loss arising from such cancellation. A decision of BOC or its nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the agency. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the agency towards any officer/employee of BOC or to any other person in a position to influence any officer/employee of BOC for showing any favour in relation to this or any other contract shall render the agency to such liability/penalty as BOC may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by BOC.

5. **Agents/Agency Commission**: The agency confirms and declares to BOC that the agency is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the

contractor, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The agency agrees that if it is established at any time to the satisfaction of BOC that the present declaration is in any way incorrect or if at a later stage it is discovered by BOC that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract the agency will be liable to refund that amount to the BOC. The agency will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. BOC will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the agency who shall in such an event is liable to refund all payments made by BOC in terms of the contract along with interest at the rate of 2% per annum above 18% penal rate. BOC will also have the right to recover any such amount from any contracts concluded earlier by agency with the Government of India or with BOC.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of BOC that the agency has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the agency, on a specific request of BOC shall provide necessary information/inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of BOC, the agency shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.

8. **Penalty and Liquidated Damages:** In the event of the Agency failure to submit the Bonds, Guarantees and Documents, provide the satisfactory services as specified in this contract, BOC may, at its discretion, withhold any payment until the completion of the contract. BOC may also deduct from the agency as agreed, liquidated damages to the sum of 1% of the contract price of the delayed services mentioned above for each day

subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.

9. **Termination of Contract:** BOC shall have the right to terminate this Contract in part or in full in any of the following cases:

- a. The delivery of the animated videos are delayed for causes not attributed to Force Majeure for more than 14 days after the scheduled date of deliverable fixed by BOC.
- b. The agency is declared bankrupt or becomes insolvent.
- c. The delivery of animated videos is delayed due to causes of Force Majeure by more than 01 months.
- d. BOC has noticed that agency has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
- e. As per decision of the Arbitration Tribunal.
- f. As per Para (8) of Part IV of RFP.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting:** The agency has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

12. **Patents and other Intellectual Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights. The Contractor shall indemnify BOC against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The

contractor shall be responsible for the completion of the services in satisfactory manner during the currency of the contract.

13. **Amendments:** No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Statutory Duties & Taxes:**

- a. Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the agency. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to BOC by the agency. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.
- b. If it is desired by the Bidder to ask for the GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and BOC will have no liability of the same.
- c. On the Bids quoting GST, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the agency at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.

15. **Pre-Integrity Pact Clause:**

i) An “Integrity Pact” would be signed between BOC & successful agency / bidder. This is a binding agreement between BOC and Agency for specific contracts in which BOC promises that it will not accept bribes during the procurement and services process and bidder promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with BOC to carry out the procurement and services in a specified manner.

ii) The applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or respective practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, take action as per the Bid Security Declaration, or forfeit and appropriate the Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evolution of such Applicant’s Proposal.

iii) Without prejudice to the rights of the Authority under Clause 15(ii) hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or respective practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender of RFP issued by the Authority during a period of 2 (Two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through as agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

iv) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them.

- a. **“Corrupt Practice”** means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of the any persons connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process): or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of the Authority in relation to any matter concerning the Project:

- b. **“Fraudulent Practice”** means misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- c. **“Collusive Practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process:

- d. **“undesirable practice”** means (i) established contact with any person connected with or employed or engaged by the Authority with the objective of canvassing lobbying or in any manner influencing or attempting to influence the Selection Process: or (ii) having a Conflict of interest;; and
- e. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

v) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviors and compliance program for the implementation of the code of conduct throughout the company.

Part IV-Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder. (i.e. the Agency in the contract) as selected by BOC. Failure to do may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:** The successful bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to **3%** of the contract amount before signing of contract as per the relaxations provided by Department of Expenditure, Ministry of Finance with regard to Performance Security vide OM No. F. 9/4/2020-PPD

dated 12.11.2020. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of Contract period. The specimen of PBG is given in Annexure III.

2. **Option clause:** The contract will have an Option Clause, wherein BOC can exercise an option to hire service of the agency for additional number of deliverables as listed in the original contract in accordance with the same rate, terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of BOC to exercise this option or not.

3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein BOC can order up to same number of deliverables numbered under the present contract within currency of the contract at the same rate, terms & conditions of the contract. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of BOC to place the Repeat Order or not.

4. **Payment Terms:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that e-payments could be made through instead of payment through cheques. The payment will be made in 04 tranches i.e. at the end of production and delivery of 13 episodes, 26 episodes, 39 episodes and 52 episodes respectively.

5. **Paying Authority:** The payment would be made by BOC on submission of following documents:

(i) Ink signed copy of the Agency's bills

(ii) Satisfactory Performance report submitted by supervising officer (wherever applicable as per the contract)

(iii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account Number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).

(iv) Any other document / certificate that may be provided for in the Job Order / Contract.

(viii) Copy of PBG.

6. **Fall Clause**: The following Fall clause will form part of the contract placed on successful Bidder:

- (a) The price charged for the services supplied under the contract by the Agency shall in no event exceed the lowest price at which the Agency provides the services of identical description to any persons/organization including BOC or any department of the Central Government or any department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all services placed during the currency of the contract is completed.
- (b) If at any time, during the said period the Agency reduces the service price or offer to provide services to any person/organization including BOC or any department of the Central Government or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract. Such reduction of services offer of the price shall stand correspondingly reduced.
- (c) The Agency shall furnish the following certificate to BOC along with each bill for payment for services made against the contract – “We certify that there has been no reduction in service price of the services provided to the Government under the contract herein and such services have not been offered/sold by me/us to any person/organization including BOC or any department of Central Government or any department of a state Government or and Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of services against all job orders/contract placed during the currency of the Contract at price lower than the price charged to the government under the contract.”

7. Risk & Expense clause:

- i) Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective services is made in respect of the services thereof, BOC shall after granting the Agency seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- ii) Should the services thereof not perform in accordance with the specifications/parameters provided by BOC during the check proof tests to be done by BOC, BOC shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- iii) In case of a contractual breach that was not remedied within 07 days, BOC shall, having given the right of first refusal to the contractor be at liberty to provide services from any other source as he thinks fit, of the same or similar description to services
- iv) Any excess of the services price, cost of services or value of any services procured from any other contract as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Agency by BOC.

8. Force Majeure Clause:

- a) Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

- b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e) If the impossibility of complete or partial performance of an obligation lasts for more than one month either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

9. Misc. terms & conditions of the contract:

- The agency shall provide the required services as and when demanded by the BOC. The personnel engaged for the services in the BOC shall be the employees of the Agency and will take their remuneration/wages from the Agency. They will have no claim of whatsoever nature including monetary claim or any other claim or benefits from the BOC. The Agency shall make its own arrangement for commuting the personnel requisitioned, to the BOC offices wherever located in the areas of New Delhi/Delhi and back.
- The agency will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing the services. Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the Agency and the BOC shall not be responsible for any such liability. The Agency shall undertake to indemnify the BOC for any liability under any law arising out providing the services as per the contract.

- During the subsistence of the contract, the BOC shall not undertake any monetary liability other than the amount payable to the Agency for the services as per the contract. Other liabilities, if any, shall be solely rest on the Agency. Even if the BOC has to bear such liabilities on unforeseen circumstances/occasions, the BOC will recover such amount from the Agency by adjusting the amount payable to them.
- The Agency shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable or which might become applicable to the N.C.T. of Delhi with regard to performance of the work included herein or touching upon this contract.
- If the Agency fails to provide satisfactory performance, the BOC shall be at liberty to terminate the contract and withhold the Security Deposit or the balance payment of the contractor, etc. The BOC reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term & condition at any time during the currency of the contract.

10. Indemnity:

- **Mutual Indemnification** - Each party shall defend and indemnify the other, its officers and employees from and against any damages to real or tangible personal property and / or bodily injury to persons, including death, resulting from its or its employees' negligence or wilful misconduct.
- **Intellectual Property Indemnities** - Bidder shall defend and indemnify BOC from and against any suit, proceeding, or assertion of a third party against BOC based upon a claim that any of the system or part of the system supplied by the Bidder including third party components, infringes any valid patent, copy right, trade secret, or other intellectual property right under any country's national or international laws. If a claim pursuant to above occurs, Bidder shall take all necessary remedial actions at its own cost. Bidders shall safe guard BOC operations and protect BOC against any penalty and / or liability arising out of such claim.

11. The Bidder shall bear all the costs associated with the preparation and submission of its bid, and BOC will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

12. The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

13. Amendment of Bidding Documents (Corrigendum)

a. At any time prior to the deadline for submission of bids, BOC may, for any reason, whether at its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.

b. In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids BOC, at its discretion, may extend the deadline for the submission of bids.

14. The dissemination/distribution plan submitted along with technical bid will become part of contract and the agency will be liable for its implementation and execution.

15. The agency will submit the terms and agreements of the MOUs that need to be signed by it with the parties for the purpose of revenue generation to BOC before signing it. BOC will have the right to modify/reject/add any terms or conditions in the MOU before it is signed. The revenue received by BECIL (on behalf of BOC) will be utilized by the Ministry of I&B/BOC for the purposes of the various campaigns on Azadi Ka Amrit Mahotsav till the end of campaign i.e. August 2023. It is stated that the revenue generated by the selected agency (through marketing on private platforms) during the period of the contract or beyond will be distributed in the ratio of 60:40, i.e. 60% of the revenue generated will be

credited in an escrow/dedicated bank account maintained by BECIL (on behalf of BOC) and 40% will be retained by the agency, till the time 50% of the expenses incurred by the Government/BOC is recovered from such revenue generation. Thereafter the ratio of distribution of revenue generation to Government and the agency will be 50:50.

16. All the intellectual property rights and copyright of the whole content will lie with BOC. BOC will have the ownership of any revenue generated by the content at any point of time.

Part V – Evaluation Criteria & Price Bid Issues

1. **Evaluation Criteria:** The selection of agency will be done through a two bid system i.e. 'Technical' and 'Financial'. **All evaluation (Technical & Financial) would be done by a Committee duly constituted by the Competent Authority in BOC.** During evaluation of Proposals, BOC, may, at its discretion, ask the Respondents for clarification of their Proposals. The process for Evaluation / Selection is as given below:

- **Preliminary Scrutiny:** Preliminary scrutiny of the technical bids for eligibility will be done to determine whether the Proposal is complete, whether the required documents for fulfilling the eligibility criterion have been submitted and properly signed and whether the bid is generally in order and given by due date. Bids not conforming to such preliminary requirements will be prima facie rejected.
- **Technical Evaluation:** Technical proposal of the agency must detail the storyline or story-board, visual treatment, lyrics and music composition as per the scope of work. The agencies will be required to give a presentation on their technical proposals. **The presentation must have sample scripts with synopsis along with the storyboard.** Samples of the past work done by the agency in the field of animation series should also be shown during the presentation. The Hard and Soft copy (in Pen Drive) of the Technical proposal along with the presentation

properly signed and stamped should be placed in the envelope. If a Technical Bid is determined as not substantially responsive, the committee will reject it. The parameters to be used for evaluation of technical proposal and presentation will be based upon:

■

Ideation/ conceptualisation of the animated video series	30 Marks
Audio/Video/ animated graphic treatment of the series	30 Marks
Production experience / Past work done/ Awards and Recognitions/Past experience in revenue generation	30 Marks
Revenue Generation Plan through private platforms	10 Marks
Total	100 Marks

- **Technically qualified Respondents: All Agencies securing more than 70% marks in Technical Evaluation will be shortlisted by BOC.** Financial Bids will be considered only of those respondents who secure a qualifying Technical Score of 70%. The marking for technical evaluation will be done for 100 marks and 70% weightage will be given to technical marks during final evaluation of successful bidder.

- (iv) **Financial Bids:** The Agencies are required to provide one financial proposal (in INR) (along with Technical Bids in separate envelopes properly marked and sealed) providing rates for Production of fully produced animated videos series of 52 episodes (each episode having duration of 11 minutes) on Azadi Ka Amrit Mahotsav and also rates for language adaptation per video per language to cover the scope of work and activities as per their respective technical proposal. **Rate should be given in the format as per Annexure IV.**

Financial Proposals will be opened in the presence of the Respondents who choose to be present. All concerned will be informed individually.

- **Marks for Financial proposals will be given as follows:**

L1 - (Lowest quoted rate/cost) = full 100 marks

L2 - (L1 rate x 100) / (L2's quoted rate)

L3 - (L1 rate x 100) / (L3's quoted rate) and so on

- **The final selection will be done on the basis of combined quality cum cost based selection (QCCBS) procedure. The contract will be awarded on the basis of highest combined score of technical and financial evaluations. For this purpose of determining successful bidder, 70% weightage would be given to the technical proposal and 30% to financial proposals where L1 (Lowest Quote) will be marked full 100 marks and marks for the L2 and L3 would be worked out proportionately.**
- The decision of the committee will be final and binding. BOC reserves the right to accept or reject a proposal without assigning any reason thereof.
- The Bidders are required to spell out the rates of GST in unambiguous terms. In the absence of any such stipulation it will be presumed that the prices quoted are firm and no claim on account of such taxes & duties will be entrained after the opening of tenders. If a Bidder is exempted from payment of GST up to any value of services from them, they should clearly state that no GST will be charged by them up to the limit of exemption by Government which they may have the documentary evidence for exemption of any statutory duties and taxes has to be produced along with price bid. If any concession is available in regard to rate/quantum of GST with the approval of Government, it should be brought out clearly. Stipulation like, GST is presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that GST will not be charged by him/her even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of

GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

2. Award of Contract: After final evaluation of the technical & financial proposal, BOC will notify the successful Respondent in writing that their Proposal has been accepted.

3. Disqualifications: BOC on behalf of Government of India may at its sole discretion and at any time during the evaluation of Bids / Proposals, disqualify any Respondent, if the Respondent has:

- a. Submitted the Proposal documents after the response deadlines.
- b. Made misleading or false representation in the forms, statements and attachments submitted in proof of the eligibility requirements.
- c. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three year.
- d. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- e. Failed to provide clarifications related thereto, when sought;
- f. Submitted more than one Proposal;
- g. Declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted;
- h. Submitted a proposal with price adjustment/variation provision.

- **The Respondent is expected to examine all the instructions, guidelines, terms and conditions as notified on BOC website at the time of awarding of contract.**

(i) **Creative Brief for animated videos on Azadi ka Amrit Mahotsav**

Background:

Azadi Ka Amrit Mahotsav is an initiative of the Government of India to celebrate and commemorate 75 years of progressive India and the glorious history of its people, culture and achievements.

This Mahotsav is dedicated to the people of India who have not only been instrumental in bringing India thus far in its evolutionary journey but also hold within them the power and potential to enable Hon'ble Prime Minister's vision of activating India 2.0, fuelled by the spirit of Atmanirbhar Bharat.

Azadi ka Amrit Mahotsav is an embodiment of all that is progressive about India's socio-cultural, political and economic identity.

As part of celebrations of Azadi ka Amrit Mahotsav, **Ideas@75, Resolves@75, Achievements@75 and Actions@75** have been identified as the broad themes for activating India 2.0. The Animation Video Series is proposed to be launched under the umbrella of Azadi Ka Amrit Mahotsav and needs to be ideated, conceptualized and produced on one of the above themes.

Target Audience:

The target audience will be the citizens of India of all age groups especially children and young adults. The proposed animated videos shall be disseminated across rural as well as urban India. The target group would also include the overseas audience especially the Indian Diaspora and the people who would like to know more about India.

Objectives:

- To portray the spirit of Azadi Ka Amrit Mahotsav celebrations so as instill a feeling of pride in the people of the country and inspire them to achieve new heights.
- Raise awareness about our socio-cultural, political and economic identity among masses, especially youth and children.

- The animated video series would also trace the journey of transformation of India while inspiring the citizens for activating India 2.0 under the broad themes of Ideas@75, Resolves@75, Achievements@75 and Actions@75

(ii) Specifics:

Total Number of Videos	52 episodes
Time duration of each episode	11 Minutes (min 2 minutes of 3D content)
Technical Specs	Each video should be in Full HD (1920 x 1080) format with stereo sound and not up scaled video. Each animated fusion video will be a combination of motion graphics, 2D and 3D animation including character animation with a minimum of 2 minutes of 3D content in each episodes of 11 minutes duration of the series. The animated videos should be fully produced ready for dissemination.
Language	Hindi, English and other Indian and International languages (will be communicated later)

BID SECURITY DECLARATION FORM
(on Bidder's Letterhead)

Tender No: _____

Date: _____

To,
Bureau of Outreach & Communication,
Ministry of Information & Broadcasting,
Soochna Bhawan, Delhi -110003

I/We the undersigned declare that:

- 1) I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
- 2) I/We accept that I/We may be disqualified / debarred from bidding against Bureau of Outracu & Communication's tenders for a period of one year from the date of notification if I/We are in a breach of any obligation under the bid conditions, because I/We
 - a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our bidduring the period of bid validity specified in the form of Bid; or
 - b. having been notified of the acceptance of our Bid by the purchaser during the periodof bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security within the timeline, in accordance with the instructions to Bidders & as per tender terms & conditions.
- 3) I/We understand this Bid Securing Declaration shall cease to be valid on the thirty first day from following,
 - a. if I am/we are not the successful Bidder, the receipt of your notification of the name of the successful Bidder; or
 - b. the expiration of the validity of my/our Bid or any extension thereof.

Signature with Stamp

(insert signature of person whose name and capacity are shown)
 in the capacity of (legal capacity of person signing the Bid Security Declaration)

Name: _____ (insert complete name of person signing the Bid Security Declaration)

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

Format of Arbitration Clause – Indigenous Private bidders

- (i) All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
- (ii) Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- (iii) Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- (iv) The sole Arbitrator shall have its seal in New Delhi or such other place in India as may be mutually agreed to between the parties.
- (v) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- (vi) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- (vii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.

Performance Bank Guarantee Format

From:

Bank _____

To

The President of India through Bureau of Outreach & Communication
Ministry of Information & Broadcasting
Government of India
New Delhi.

Dear Sir,

Whereas you have entered into a contract No.
Dt.....(hereinafter referred to as the said Contract with
M/s....., hereinafter referred to as the
“Contractor/Supplier” for supply of services as per Part-II of the said contract to the
said contractor and whereas the contractor/supplier has undertaken to produce a
bank guarantee for 3% of total Contract value amounting to.....to
secure its obligations to the President of India. We the..... Bank
hereby expressly, irrevocably and unreservedly undertake and guarantee as
principal obligors on behalf of the contractor/supplier that, in the event that the
President of India declares to us that the goods have not been supplied according to the
Contractual obligations under the aforementioned contract, we will pay you, on demand
and without demur, all the any sum up to a maximum of
..... Rupees.....only. Your written demand shall be conclusive
evidence to us that such repayment is due under the terms of the said contract. We
undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and
guarantee by any arrangements, variations made between you and the
Contractor/supplier indulgence to the Contractor/Supplier by you, or by any

alterations in the obligations of the Contractor/Supplier or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for 3 months from the effective date of contract according to the contractual obligations under the said contract.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by any change in the constitution of the bank or in the constitution of M/s.....

Format for Financial Proposal

The Financial / Price Bid format is given below and Bidders are required to fill this up correctly with full details on their letter heads indicating Rs. in figure.

1. Rate for Creative Production:

Sl. No	Media	Deliverables	Total Cost in INR (Exclusive of GST)
(a)	<p>52 Animated Videos of 11 minutes duration (Full HD format 1920x1080) with stereo sound and minimum of 2 minutes 3D content in Hindi language. The fusion animated video will be a combination of motion graphics, 2D and 3D animation including character animation with a minimum of 2 minutes of 3D content in each episodes of 11 minutes duration of the series.</p>	<ul style="list-style-type: none"> • Ideation and conceptualisation of fusion animated video comprising motion graphics, 2D and 3D animation including character animation with a minimum of 2 minutes of 3D content in each episodes of 11 minutes • Audio: lyrics/ voice over/ music composition , music arrangement, mixing& mastering of audio track • Video: Scripting, Shooting, Editing Digital intermediate (DI) • (A single quote covering all elements as per technical proposal should be quoted 	(The rate should be per video only)

		for the proposed fully produced video package)	
(b)	Language Dubbing in Indian Languages for films/spots	List of languages to be provided later	(The rate should be for per language per video only)
(c)	Language Dubbing in International languages for films/spots	List of languages to be provided later	(The rate should be for per language per video only)
(d)	60 second video promos of animated video series (one promo for the overall series of 52 episodes)	<ul style="list-style-type: none"> • Audio: lyrics/ voice over/ music composition , music arrangement, mixing & mastering of audio track 	
Grand Total in INR (Exclusive of GST)			

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my / our knowledge and I have read and understood the terms and conditions contained in the RFP/ Tender Document. I understand that in case any deviation is found in the above statement at any stage. I / We will be blacklisted and will not have any dealing with the BOC in future.

(Signature of Authorized signatory with date and Seal)