



India Development Foundation
of Overseas Indians

REQUEST FOR PROPOSAL FOR PRODUCTION OF SHORT FILM FOR IDF-OI

Contact details for queries:

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BID DATA SHEET

| | | |
|----|---------------------------------------|---|
| 1. | RFP Processing Fees | NIL |
| 2. | Last date for submission of Bids | 25 April 2016 by 17.30 hrs |
| 3. | Opening of Technical Bids | 27 April 2016 |
| 4. | Opening of Financial Bids | 2 May 2016 |
| 5. | Contact Address (Opening of Bids too) | Room no. 916-917, 9th Floor, Akbar Bhawan, Chanakyapuri, New Delhi – 110021 |
| 6. | Contact no. | 011-226881052 |
| 7. | Email Id | ceo.idf@mea.gov.in |
| 8. | Website | www.idfoi.org |

Introduction

India Development Foundation of Overseas Indians (IDF-OI) is a not-for-profit Trust registered by Government of India to channelise philanthropic propensities and resources of the Overseas Indian community into social and development projects in India. The Trust is chaired by Smt. Sushma Swaraj, Minister of External Affairs.

1. Scope of Work

India Development Foundation of Overseas Indians (IDF-OI) invites proposals from eligible advertisement agencies or documentary film makers for making a film for IDF-OI as part of its publicity initiative to (i) build an emotional connect with the Overseas Indian community; (ii) showcase credible projects in India; (iii) inform Overseas Indians the various ways to contribute back to their country of origin and (iv) project IDF-OI as a credible institutional avenue for Overseas Indians to engage in philanthropy in India.

Duration: A 2.5-3 minutes film

Languages in which film is to be made: English.

Target Audience: The target audience will be Indians living abroad (NRI's and Persons of Indian Origin) who can contribute funds to specific projects identified by IDF-OI either in a particular sector or to projects in their state of origin. Target group/ individuals are people from middle to upper middle class backgrounds, engaged in professional and successful entrepreneurial ventures. We will reach the following target audience:

- a) NRI's/ PIO's living outside India including young Overseas Indians
- b) Embassies/ Indian Missions abroad
- c) Indian Community Associations
- d) Prominent Indian Origin leaders; opinion makers; successful entrepreneurs
- e) Target group will range from 25 to 70 years, both male and female
- f) We would like to especially reach out to young NRIs/PIOs, second generation Indian Diaspora youth.

Completion of film: The Rough Cut of the short film is required to be submitted within Four weeks from the date of signing the contract. The final film incorporating necessary changes as suggested by IDF-OI to be submitted not later than another four weeks.

Technical Bid must contain following:

- i. A self-attested covering page on company's letter head, having full contact details and address including email and list of enclosures and indicate eligibility criteria mentioned in para 2 under which they seek to be qualified.
- ii. **Title/Theme of the Film**
- iii. **Project synopsis (Not more than one A-4 size page)**
- iv. **Project objectives** - Bullet points of what your project is trying to achieve and how the message of the campaign expected to connect with the target audience
- v. **Project Description**
Detail the storyline and how this will unfold.
- vi. **Project methodology**
Describe your vision and creative approach for the film. A flow chart would be appreciated. Description should include the detailed visual treatment.
- vii. Why do you think your project is well suited to the objectives of the Government of India
- viii. Links to YouTube or Other video sharing websites of last two films undertaken by the film maker as per para 2 below (eligibility criteria)
- ix. Profile of the film maker (One page)

The Film Creative Brief is attached at Annexure I

A. BID PROCESS

Bidding Instructions

2.1 Qualification Criteria

Below are the qualification criteria for the Bidders to the RFP and all the criteria, shall be required to be fulfilled by the bidders on the date of submission of bid. The qualification criteria must be fulfilled for being eligible for opening of the financial bids.

Filmmakers desirous of sending their proposals should have either:

- a) Experience of at least 5 years in production of short documentary or promotional films.
- b) Made a documentary film for NGO's or organizations in the social and development sector. (Copy of the film to be provided on request or mention links to YouTube or Other video sharing websites in Technical Bid) or
- c) Produced a film in last 3 years for Government of India on social/development themes.

Copy of the documentary evidence must be attached as below:

| S.No. | Document | Type |
|-------|--|---|
| 1 | A self-contained proposal for the documentary giving all the details as mentioned in Para 1 of the Technical Bid and clearly mentioning the eligibility criteria under which you wish to be considered for this film | .pdf |
| 2 | You Tube or other video sharing website links of the Advertisements or documentary films made earlier on the theme in which the proposal is being sent or of the film made for the Government of India | CD/DVD |
| 3 | Proof of agency/Filmmakers turnover during the last three years viz, 2012-13, 2013-14 and 2014-15. | Audited Balance sheets and Income Tax Returns |

Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified at any stage, in case of following conditions:

- a) The Bidder has made any false representation in the forms, statements and attachments submitted in proof of the pre-qualification requirements.
- b) The Bidder has a record of poor performance such as abandoning of any allotted project, inability to complete any allotted project, delay in completion of any allotted project etc.
- c) The Bidder has been black listed by any Government or its organizations. An undertaking to this effect is required from the Bidder. If at a later stage it is

found that any Bidder has wrongly certified, the bidder shall be liable for action under the Criminal law.

NOTE: - Documentary proof for all the above criteria has to be invariably enclosed failing which the bid shall be liable for rejection.

2.2 Filmmakers Inquiries and Responses

The mode of delivering written questions to the aforementioned contact would be through email only with subject line as **RFP – Production of Short film for IDF-OI**. The Filmmakers shall send their queries at the following email address: ceo.idf@mea.gov.in

In no event will IDF-OI be responsible for ensuring that Filmmakers inquiries have been received by it. IDF-OI will endeavor to provide a timely response to all questions and would provide information to the extent it is currently available to the best of its knowledge. The responses will be communicated through email or a Pre-Bid Meeting will be called, if necessary.

The last date for receiving the clarification requests is 19 April 2016. Any query received beyond the specified timeline would not be entertained under any circumstances.

2.3 Supplemental Information to the RFP

If IDF-OI deems it appropriate to revise any part of this RFP or to issue additional data to clarify any provisions of this RFP, it may issue supplements to RFP. Copies of such supplements will be provided by publishing them on the website (www.idfoi.org). Prospective Filmmakers are advised to periodically browse this website to find out any further corrigendum / addendum / notice published with respect to this tender. All such supplements shall be part of the RFP and the Filmmakers shall submit their bids on that basis.

IDF-OI makes no representation or warranty as to the completeness or accuracy of any response, nor does IDF-OI undertake to answer all the queries that have been posed by the Filmmakers.

2.5 Bid Preparation Cost

The Filmmakers will be responsible for all costs incurred in connection with the 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, formation of consortium, in providing any additional information required by IDF-OI to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the bid

process. Further, no reimbursable cost may be incurred in anticipation of award of contract.

2.6 Advice to Filmmakers

Filmmakers are advised to study this RFP document carefully before participating. It shall be deemed that submission of Bid by the Filmmaker has been done after their careful study and examination of the RFP document with full understanding to its implications.

2.7 Right to Terminate the Process

- i. IDF-OI may terminate the bidding process at any time without assigning any reason. IDF-OI makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii. This RFP does not constitute an offer by IDF-OI. IDF-OI may invite the Filmmakers for further discussions and negotiation towards the process of selection. The commencement of such negotiations does not, however, signify a commitment by IDF-OI to execute a contract or to continue negotiations. IDF-OI may terminate negotiations at any time without assigning any reason.

2.8 Venue and Deadline for Submission of Proposals

- i. Proposals must be submitted to IDF-OI at the address specified below:

Chief Executive Officer
India Development Foundation of Overseas Indians (IDF-OI)
Ministry of External Affairs
Room No. 916-917, Akbar Bhawan,
Chanakyapuri, New Delhi – 110021.

- ii. IDF-OI may, at its discretion, extend the deadline for submission of bids by issuing an Addendum in which case all rights and obligations of the proposed project and the Filmmakers will thereafter be subject to the deadline as extended.

2.9 Late Bids

Bids received after 1730 hrs. on 25 April 2016 for any reason whatsoever, shall automatically stand rejected.

2.10 General Guidelines on Submission of Bids

- I. Bid to be submitted in two separate sealed envelope: -
 - a) Qualification cum Technical Bid,
 - b) Financial Bid

The Bid should contain the following documents in two separate packets:

Packet-1 (Technical bid) (to be submitted in the prescribed format as given below)

- a. Profile of the Company/Filmmaker
- b. Qualification compliance and required documents as mentioned in Section 2.1 of this RFP.
- c. Documentary proof in regard to points pertaining to eligibility criteria.
- d. Copy of PAN issued by Income Tax Department.
- e. Earnest Money (EMD) of Rs. 20,000 in the form of a Demand Draft/Bank Guarantee drawn in favour of “India Development Foundation of Overseas Indians” New Delhi should be submitted along with the bid.

NOTE: - Packet-I should be superscribed in bold letters “**Technical bid for Production of short film for IDF-OI**”. This packet should not contain any financial quotes, otherwise the proposal would be summarily rejected.

Packet-2 (Financial bid) (to be submitted in the prescribed format as given below)

- a) Rate should be quoted for the entire work in the prescribed format as at Annexure-III.
- b) Packet II, i.e. the Financial Bid, should be superscribed “**Financial Bid for Production of short film for IDF-OI**”.

NOTE:- Both the Packets –should be submitted together in a separate envelope, superscribed with “**Technical & Financial bids for Production of short film for IDF-OI**” and the envelope should be addressed to:

The Chief Executive Officer
India Development Foundation of Overseas Indians,
Ministry of External Affairs
Room No. 916-917, 9th Floor, Akbar Bhawan
Chanakyapuri, New Delhi – 110 021

- II. The communications in Packet I & II should clearly indicate the name, address, telephone number, e-mail etc. of the interested party.
- III. The bottom left corner of the big cover, containing technical and financial packets should carry the full name, address, telephone nos., etc., of the tenderers. The outer big cover containing sealed packets 1 & 2 should be sealed and addressed to the name and address given above. Failure to adequately address the outside of a package could cause a bid to be misdirected or to be received at the required destination after the deadline.

- IV. The proposal cover letters, shall be typed in indelible ink and shall be signed & stamped on each page by the Filmmaker or a person/persons duly authorized.
- V. The outside of the packet must clearly indicate the name of the project, the Filmmakers name and address, and the names of primary and secondary contact persons. **IDF-OI will not accept delivery of bid by fax or e-mail. Bid received by fax or email shall be treated as defective, invalid and rejected.**

2.11 Bid Opening

There will be two bid-opening events (i) for Qualification cum Technical Bids and (ii) for the Financial Bids.

- i. IDF-OI will open Qualification cum Technical Bids and list them for further evaluation. The 'Financial Bid' covers shall not be opened until the evaluation of the Qualification cum Technical Bids is complete.
- ii. After evaluation of Qualification cum Technical Bids, the Financial bid of only those Filmmakers, who qualify in Qualification cum Technical Bids Evaluation, will be opened.
- iii. Total transparency will be observed while opening of proposals. IDF-OI reserves the right at all times to postpone or cancel a scheduled bid opening, as mentioned in the Schedule. In the event of the specified date of bid opening being declared a holiday, the bids shall be opened at the appointed time and location on the next working day.
- iv. Bidders can be present at the time of opening of Technical Bids on 27 April 2016. Advance intimation has to be given by email at **ceo.idf@mea.gov.in**

2.12 Validity of Bids

The technical and financial bids shall be valid for a period of 90 days or three (03) months from the date of opening of Bids.

A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the Filmmaker withdraws his proposal in writing, it will be deemed to be valid until such time that the Filmmaker formally (in writing) withdraws his proposal.

2.13 Clarification of Offer

To assist in the scrutiny, evaluation and comparison of offers, IDF-OI may, at his discretion, ask some or all Filmmakers for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

2.14 Hand written documents, Erasures or Alterations

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Filling up of the information using terms such as 'as given in brochure/manual' is not acceptable. IDF-OI will treat offers not adhering to these guidelines as unacceptable.

2.15 Cost & Currency

The offer must be made in Indian Rupees only which shall include all taxes and levies.

2.16 Language of Bids

The bids and all correspondence and documents shall be written in English. All bids and accompanying documentation will become the property of IDF-OI and will not be returned.

2.17 Rejection

The bids is liable to be rejected in the following cases or in case Filmmaker fails to meet the bidding requirements as indicated in this RFP:

- i. Proposal not submitted in accordance with this document.
- ii. During validity of the proposal, or its extended period, whichever the case, the Filmmaker increases his quoted prices.
- iii. The Filmmaker qualifies the proposal with his own conditions.
- iv. Proposal is received in incomplete form.
- v. Proposal is not accompanied by all requisite documents.
- vi. Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- vii. Financial proposal is enclosed with the same envelope as technical proposal.
- viii. Filmmaker tries to influence the proposal evaluation process by unlawful means at any point of time during the bid process.
- ix. In case any one party submits multiple proposals or if common interests are found in two or more Filmmakers, the Filmmakers are likely to be disqualified, unless additional proposals/Filmmakers are withdrawn upon notice immediately.
- x. Filmmakers may specifically note that while evaluating the proposals, if it comes to IDF-OI's knowledge expressly or implied, that some Filmmakers may have compounded in IDF-OI, any manner whatsoever or otherwise joined to form an alliance / cartel then the Filmmakers so involved are liable to be disqualified for this contract as well as for a further period of two years from participation in any of the tenders floated by IDF-OI.

2.18 Bid Security / Earnest Money Deposit (EMD)

Bidder is required to deposit, along with its Bid, a refundable Bid Security /EMD of Rs. 20,000 in the form of Demand Draft/ Bank Guarantee in the name of India Development Foundation of Overseas Indians payable at New Delhi. The EMD of the selected Bidder shall be retained till it has provided a Performance Bank Guarantee. The EMD shall be valid for a period of 90 days from the date of opening of Bids. The Bid shall be rejected if it is not accompanied by Bid Security / EMD.

B. Bid Evaluation

Proposals received from Bidders will be examined by a Committee. Bidders whose proposals are found acceptable will be invited to give a PowerPoint presentation of about 10 Minutes of the proposal. On the basis of proposal, budget and PowerPoint presentation, the Committee will shortlist three most suitable bidders in order of suitability and award them the ranking of L1, L2 and L3 for acceptance of the competent authority. The offer of acceptance will be given to L1. In case L1 is unable to accept it, the offer will pass down to the next suitable bidder L2, or as the case may be, to L3.

Successful Bidder will be informed of the decision and he/she will be required to sign an agreement with IDF-OI and provide bank guarantee/Demand Draft equivalent to 30% of the contract value **within 5 working days** from the date of offer. A format of the agreement and bank guarantee is enclosed. All expenditure in making and completing the job should be included in the final cost projected or agreed.

Filmmakers should quote as per format given in Annexure III.

Terms and Conditions

3. AWARD OF CONTRACT

3.1. Award Criteria IDF-OI will award the Contract to the successful Filmmaker as per Section 2.1 of this RFP.

3.2. Contract Period

The contract shall remain in force for a period of 3 months from the date of issue of work order.

3.3. Right to accept / reject any or All Proposals

IDF-OI reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any financial or other liability to the affected Filmmaker or Filmmakers or any obligation to inform the affected Filmmaker or Filmmakers of the grounds for IDF-OI's action.

3.4. Notification of Award

Prior to the expiration of the validity period (90 days from the opening date of bids), IDF-OI will notify the successful Filmmaker in writing or by fax, to be confirmed in writing by letter, that its proposal has been accepted. The notification of award will constitute the formation of the contract. Upon the successful Filmmaker's furnishing of performance security, IDF-OI will promptly notify each unsuccessful Filmmaker.

3.5. Signing of Contract

After IDF-OI notifies the successful Filmmakers that its proposal has been accepted, IDF-OI shall enter into a separate contract. (Refer to Annexure IV)

3.6. Performance Bank Guarantee (PBG)

i. The successful Filmmaker shall have to submit to IDF-OI an undertaking in the form of Performance Bank Guarantee equivalent to 30% of the contract value at his own expense **within five (05) working days** from the date of notice of award of the contract.

ii. All charges and expenses whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the Filmmaker.

iii. The performance bank guarantee shall be valid till 03 months from the date of awarding the contract which will be retained by IDF-OI for 01 month after the submission of Final Short Film. The performance bank guarantee may be discharged/ returned by IDF-OI upon being satisfied that there has been due performance of the obligations of the Filmmaker under the contract. However, no interest shall be payable on the performance bank guarantee.

iv. In the event of the Filmmaker being unable to service the contract for whatever reason, IDF-OI would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of IDF-OI under the contract in the matter, the proceeds of the PBG shall be payable to IDF-OI as compensation for the pre-estimated,

predetermined and pre-agreed loss resulting from the Filmmaker's failure to perform/comply its obligations under the contract. IDF-OI shall notify the Filmmaker in writing of the exercise of its right to receive such compensation within a reasonable time.

v. IDF-OI shall also be entitled to make recoveries from the Filmmaker's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

3.7 Penalty Clause

In case of Filmmaker fails to submit the Rough Cut of Short Film within four weeks from the date of signing of Contract, then:

a. In special circumstances, on written request of the Filmmaker and approval of IDF-OI, additional one week will be granted as grace period.

b. For the next 3 weeks after the grace period, the penalty imposed will be as follow:

For 1st week- Rs. 10,000/=

For 2nd week- Rs. 20,000/=

For 3rd week- Rs. 30,000/=

c. In case the filmmaker fails to abide the above conditions, IDF-OI reserves the right to terminate the contract of the Filmmaker and forfeit the Performance Bank Guarantee.

3.8 Failure to agree with the Terms & Conditions of the RFP

Failure of the successful Filmmaker to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event IDF-OI may award the contract to the next best value Filmmaker or call for new proposals or invoke the PBG.

4. PAYMENT TERMS

i. Any fluctuation in prices due to inflation, tax regulations, will be borne by the Filmmaker and not be passed on to the customer or IDF-OI.

ii. For the payment purposes, price reduction shall be applied on pro rata basis on all head, sub heads and items of the financial bid.

5. OTHER TERMS & CONDITIONS

5.1. Termination for Default

Default is said to have occurred:

i. If the selected Filmmaker fails to deliver any or all contracted services as per service standards specified in the Contract.

ii. If the selected Filmmaker fails to perform any other obligation(s) under the Contract.

iii. If the selected Filmmaker in the judgment of IDF-OI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

If the Filmmaker, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from IDF-OI (or takes longer period in spite of what IDF-OI may authorize in writing), IDF-OI may terminate the contract / work order in whole or in part. In addition to above, IDF-OI may at its discretion also take the subsequent actions.

In the event IDF-OI terminates the Contract in whole or in part, IDF-OI may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the selected Filmmaker shall be liable to IDF-OI for any excess costs for such similar services. However, the Filmmaker shall continue performance of the Contract to the extent not terminated. Alternately, IDF-OI would be free to fully take over the assets and operations earlier being undertaken by the Filmmaker on mutually agreed terms, without prejudice to any other action as contemplated in the Contract.

5.2. Termination for Insolvency

IDF-OI may at any time terminate the contract by giving 30 days written notice to the selected Filmmaker, If the latter becomes bankrupt or otherwise insolvent, termination will be without compensation to the selected Filmmaker, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IDF-OI.

5.3. Force Majeure

i. The successful Filmmaker shall not be liable for forfeiture of its Performance Guarantee, Liquidated Damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

ii. For purposes of this clause, "Force Majeure" means an event beyond the control of the successful Filmmaker and not involving the successful Filmmaker's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of IDF-OI in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

iii. If a Force Majeure situation arises, the successful Filmmaker shall promptly notify IDF-OI in writing of such condition and the cause thereof. Unless otherwise directed by IDF-OI in writing, the Filmmaker shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

5.4. Resolution of Disputes

i. IDF-OI and the selected Filmmaker shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

ii. If, after thirty (30) days from the commencement of such informal negotiations, IDF-OI and the selected Filmmaker/ have been unable to resolve amicably resolve dispute, either party may require that the dispute be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The dispute may be referred for resolution to Additional Secretary (OIA & CPV), Ministry of External Affairs.

iii. All Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

5.5. Notices

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by telex, cable or facsimile and confirmed in writing to the party's address. A notice shall be effective from the date when delivered, tendered or affixed on notice board whichever is earlier.

5.6. Confidentiality

i. The selected Filmmaker shall not, without IDF-OI's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample of information furnished by or on behalf of IDF-OI in connection therewith, to any person other than a person employed by the Filmmaker in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.7. General Terms & Conditions

i. The Filmmaker shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training / consulting standards recognized by national/ international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The Filmmaker shall always act, in respect of any matter relating to this Contract, as faithful advisors to IDF-OI and shall, at all times, support and safeguard IDF-OI's legitimate interests in any dealings with Third parties.

ii. IDF-OI reserves the right to assess the performance of the Filmmaker prior to commencement or in between the work progress. The assessment may cover all areas related to the assigned work order, especially methodology, manpower, infrastructure etc.

iii. The selected Filmmaker shall indemnify IDF-OI against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/hardware/manpower etc. and related services or any part thereof.

iv. If the selected Filmmaker is not able to fulfill its obligations under the contract, which includes non completion of the work, IDF-OI reserves the right to select another Filmmaker to accomplish the work. Any costs, damages etc. resulting out of the same shall have to be borne by the selected Filmmaker

v. The original documents / photographs or any other material given to Filmmaker for digitization or any other requirement should be handled with utmost care. The originals given to Filmmaker should be returned without any damage. Protecting the sanity of originals is complete responsibility of the Filmmaker. Any damages to the originals will invite penalties as decided by IDF-OI and recoverable from the negligent Filmmaker.

Annexure I

Creative Brief

1. Background

- a. The India Development Foundation of Overseas Indians (IDF-OI) is a not for profit Trust established in 2008 to serve as a credible institutional avenue to enable Overseas Indians to engage in philanthropy to supplement India's social development efforts.
- b. IDF-OI is exempt from the provisions of the Foreign Contributions Regulation Act (FCRA), 2010 and Overseas Indians can contribute in India through the organisation.
- c. Through IDF-OI Diaspora can participate in flagship initiatives like the Swachh Bharat Mission and Namami Gange and social and development projects identified by the State Governments. A vast pool of projects are available in areas of Education, Sanitation, Healthcare, Women's Empowerment, and Sustainable Livelihood
- d. IDF-OI promotes accountability and transparency in Diaspora philanthropy via effective monitoring and reporting mechanism. IDF-OI will ensure timely monitoring of the projects funded by Overseas Indians and reporting to the donors about project implementation. All the information about the projects and its implementation will be easily accessible on the IDF-OI website.

2. Target Geographic Location for the promotional campaign:

Mainly Countries where large number of NRI's /PIO's are living- as below

North America

- a) USA
- b) Canada

South East Asia

- a) Malaysia
- b) Singapore
- c) Mauritius
- d) Reunion Island
- e) Indonesia

Australasia

- a) Australia
- b) New Zealand
- c) Fiji

Africa

- a) South Africa
- b) Kenya
- c) Uganda

Gulf

- a) UAE
- b) Saudi Arabia

- c) Bahrain
- d) Oman
- e) Qatar
- f) Kuwait

Europe

- a) UK
- b) France
- c) Germany
- d) Italy
- e) Netherlands

3. Location where film will be produced/shot:

The film will be mostly shot in Delhi, and in locations where projects have been funded through IDF-OI i.e. Kakreu Kalan village, Jhunjhunu, Rajasthan, and Shri Swaminarayan High School, in Shakarpur Village, Gujarat.

4. Message for Target Groups

- a. IDF-OI is a credible and transparent institutional avenue for Overseas Indians to engage in philanthropy with social and development projects in India.
- b. IDF-OI is exempt from the provisions of the Foreign Contributions Regulation Act (FCRA), 2010 and Overseas Indians can contribute in India through the organisation.
- c. IDF-OI encourages Overseas Indians to connect and give back to the place of their origin.
- d. IDF-OI does not charge any administrative fee from the contributions. Every rupee of the contribution will go where it is needed the most.
- e. IDF-OI provides a robust and transparent platform to enable Overseas Indians to partner in the India's growth story.
- f. IDF-OI is presently promoting Govt of India's flagship programmes- Swachh Bharat Mission and National Mission for Clean Ganga and social and development projects in States of India for philanthropy/contribution by Overseas Indians.
- g. A vast pool of projects are available in areas of Education, Sanitation, Healthcare, Women's Empowerment, and Sustainable Livelihood.
- h. Overseas Indians can contribute as an individual, or a group of individuals or even through Indian Associations. Indian origin companies overseas can also contribute.
- i. Chairperson, Smt. Sushma Swaraj's message about "repaying your debt to your motherland (maati ka karz)/ "Bharat ke vikas mein, Pravasi Bharatiyon ka yogdaan"
- j. Projects already funded by IDF-OI with outcomes achieved.
- k. It will showcase projects which detail the location, unit cost, implementing agency and beneficiaries.
- l. Promotes accountability and transparency in Diaspora philanthropy via effective monitoring and reporting mechanism.

- m. Reporting, transparency & accountability is the USP of contributing to India's social development through IDF-OI.

5. Issues to be addressed

- a. Project IDF-OI as a credible institutional avenue for Overseas Indians to engage in philanthropy in India.
- b. Build an emotional connect with the Overseas Indian community. The film should resonate with Overseas Indians and they should be driven by IDF-OI's efforts for the same.
- c. IDF-OI has credible projects in India – Central Govt. (Clean Ganga, Swachh Bharat) and State Govt. projects with complete details on location, timelines, beneficiaries, implementing agency etc.
- d. The film should motivate and effectively communicate to the diaspora about IDF-OI's activities and especially engage with the 2nd generation Indians living abroad.
- e. Inform Overseas Indians the various ways to contribute back to projects in their country of origin.

6. Film Visuals may include:

- a. To showcase some projects already funded by IDF-OI in Gujarat and Rajasthan
- b. Audio visual clippings of projects offered by IDF-OI i.e. Swachh Bharat Mission and Clean Ganga Mission
- c. Message from Smt. Sushma Swaraj, Chairperson of IDF-OI and Hon'ble Minister of External Affairs
- d. Messages from IDF-OI Board Members

7. Mode /Channel through which IDF-OI will reach its target audience:

- a. The film will be telecast through IDF-OI website; YouTube; social media accounts of IDF-OI; Indian Embassies and Consulates abroad.
- b. The film will be shown at events pertaining to the Indian Community abroad- including those organized by Indian Embassy/Consulates, Indian Associations etc
- c. The film will be shown at Indian Community meetings addressed by senior Indian leadership such as Hon'ble Prime Minister of India, Hon'ble Minister of External Affairs, and other Govt of India Ministers.
- d. The film will be shown at outreach events of IDF-OI outside India, at which Indian community members will be present
- e. The film will be shown at events like Pravasi Bharatiya Divas (PBD) in India, Regional PBD outside India and Pravasi Divas/ Indian Diaspora meetings in India organized by various State Governments.

Annexure - II: Format for Covering Letter

To
Chief Executive Officer
India Development Foundation of Overseas Indians
Akbar Bhawan, Chanakyapuri
New Delhi

Ref: Request for Proposal – Production of short film for IDF-OI

Dear Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP. To meet such requirements and provide such services as required are set out in the RFP.

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan.

If our proposal is accepted, we will obtain a undertaking in the form of performance security, acceptable to IDF-OI, equivalent to 30% of the contract value in the form of Demand Draft/ Bank Guarantee for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of THREE MONTHS from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and IDF-OI.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to IDF-OI is true, accurate and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead IDF-OI as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company / corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

(Signature)

(Name) Witness Signature:

(In the capacity of _____) Witness Name:

[Seal / Stamp] Witness Address:

Annexure – III
Format for Financial Bid

To
Chief Executive Officer
India Development Foundation of Overseas Indians
Akbar Bhawan, Chanakyapuri
New Delhi

Dear Madam,

Ref: Request for Proposal – Production of short film for IDF-OI – Financial Bid

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to execute the said Project and to meet such requirements and provide such services as are set out in the Bid Document.

The detailed breakup of our Financial Proposal is shown below:

| SI.No | Cost of Producing the film (Budget break up) | Taxes (if any) | Total Cost |
|--------------|---|-----------------------|-------------------|
| | | | |

Note –

- i. The rates quoted above are firm.
- ii. The transaction charges quoted above include our fees towards production of a short film for IDF-OI. This transaction charge is inclusive of the local taxes, service taxes, income tax, insurance, bank charges, etc. Except quoted as above NO other charges whatsoever shall be levied.
- iii. Travel cost to project sites mentioned at Annexure I para 3 is included.

We agree that you are not bound to accept the lowest or any Bid Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the Bid Response without assigning any reason whatsoever. It is hereby confirmed that I/We are entitled to act on behalf of our agency and empowered to sign this document as well as such other documents which may be required in this connection.

Dated:
(Signature)
(In the capacity of)
Duly authorized to sign the Bid Response for and on behalf of:
(Name and address of Filmmaker) (Seal/Stamp)

ANNEXURE IV
(Following Draft Agreement for Execution on Stamp Paper of Rs.100/-)
AGREEMENT

THIS AGREEMENT IS MADE AT DELHI ON THIS _____ DAY OF _____ (MONTH) OF TWO THOUSAND AND SIXTEEN BETWEEN _____ (HEREIN AFTER CALLED THE DIRECTOR) which statement shall unless it is repugnant to the context or meaning thereof include their representatives, heirs, executors, administrators, and assignees on the one part and the India Development Foundation of Overseas Indians (IDF-OI), a not-for-profit Trust set up by the Government of India (HEREINAFTER CALLED THE PRODUCER) on the other part:

WHEREAS THE PRODUCER has decided to assign the Director to make One Film as part of its publicity initiative to (i) build an emotional connect with the Overseas Indian community; (ii) showcase credible projects in India; (iii) inform Overseas Indians the various ways to contribute back to their country of origin and (iv) project IDF-OI as a credible institutional avenue for Overseas Indians to engage in philanthropy in India, in English a single 2.5-3 minutes film based on the concept set out on the terms and conditions hereinafter contained:

NOW IT IS HEREBY MUTUALLY AGREED by the parties hereto as follows-

1 The Director, shall in consideration of the payments to be made to him/her as hereinafter provided in Clause 13, write, script, shoot, direct, produce, edit, title in all respects complete and execute One Film. The Rough cut /revised rough cut for approval of Producer will be submitted on a DVD as per agreed time schedule i.e Four weeks from the date of signing of contract. The Director shall hand over to the producer the following deliverables:

- (a) HD Mixed master and HD Unmixed Master in a Hard Disk (Window format)
- (b) DVD Copy of the Master with all versions -2 copies
- (c) Synopsis of about 75 words
- (d) 80-100 Word Bio profile of the Filmmaker alongwith 3 different photographs for publicity purposes
- (e) Q' Sheet of the film (Time coded in Word format)
- (f) DVD of Graphics and Titles, if any
- (g) Shooting Footage on a professional hard drive having USB 2.0 /Fire Wire ports
- (h) Censor Certificate

2 The Director shall carry out the entire production work independently and shall supply all materials to be used in connection therewith in pursuance of and in accordance with the instructions which may from time to time be given and furnished to her by the Producer or authority specified by it on its behalf and without prejudice to the generality of the above. The Director shall have the Film overseen by the Producer as and when required by the Producer.

3 The Film as specified and provided for in this agreement shall be executed in accordance with the highest technical and stylistic standards with materials of the best approved quality of their respective kinds, agreeable to the particulars contained herein or implied hereby.

4 The Director shall also abide and incorporate other additional particulars and instructions as may be found requisite pertaining to overall approach or factual accuracies noted by the Producers during execution of the work and otherwise to the entire satisfaction of the producer and the instructions and directions regarding factual accuracies which the Director may from time to time receive from the Producer shall be complied with by the Director.

5 All such work as is not in accordance with the script as approved by the Producer or is not in accordance with the directions of the Producer or is composed of materials disapproved by the Producer shall be removed by the Director at his/her own risk and costs and shall be re-executed by him/her at his/her cost and expenses to the satisfaction of the Producer.

6 The Director shall hold the film and other material during the production and until the delivery of the print/master tapes to IDF-OI at his/her own risk and shall take necessary measures to preserve and protect it from all risks including that of fire, theft, burglary, acts of God and security risks.

7 The Director shall give to the Producer and its authorized representative access to all or any of his/her offices or studios whether owned or hired by his/her for the purposes of enabling them to inspect or examine any materials whether under preparation or otherwise and shall by all means in his/her power facilitate such examinations or inspections.

8 This agreement is declared to be personal to the Director. He/She shall not assign or transfer this agreement or any part thereof or any benefit there under to any other persons nor shall he/she give by way of subcontracts the production work of the Film or any part thereof without the previous consent of the producer in writing and in case the Director shall assign or transfer this agreement or any benefit there under or give by way of subcontract the production work of the Film or any part thereof contrary to this agreement, the Producer, may by a written notice to the Director, require him/her to withdraw from the production work of the film and such requisition to withdraw shall in every respect have the effect as requisition under the Clause immediately following.

9 If the Director neglects or fails to comply with any notice, requisition, order, instructions or directions of the Producer, the Producer may cancel or terminate this agreement or without cancelling or terminating this agreement by a written notice require the Director to withdraw from the whole or any portion of the production work of the Film and the Director shall be bound forthwith to comply with such a requisition.

10 In case the Director fails to deliver to the Producer the Rough Cut of the short film within four weeks from the date of signing of contract, then:

a. In special circumstances, on written request of the Filmmaker and approval of IDF-OI, additional one week will be granted as grace period.

b. For the next 3 weeks after the grace period, the penalty imposed will be as follow:

For 1st week- Rs. 10,000/=

For 2nd week- Rs. 20,000/=

For 3rd week- Rs. 30,000/=

c. In case the Filmmaker fails to abide the above conditions, IDF-OI reserves the right to terminate the contract of the Filmmaker and forfeit the Performance Bank Guarantee.

11 The Masters submitted shall be strictly as per technical specifications contained in Para 1 to this Agreement.

12 All the costs, charges, expenses, incurred in connection with this agreement, including stamp duty and all other disbursements shall be paid by the Director.

13 Upon delivery of the master tapes to the Producer, as mentioned in para 1 above, the same will become the absolute property of the producer and be available for use including exhibition in any form on any foreign/Indian T.V. channel, Radio and digital Cinema Theatre.

14 The Producer shall pay the Director a sum of Rs. _____/- (Rupees _____ only) for the production of the Film in the manner stated below on the basis of the formula 10% on signing of the contract, 90% on the completion of the film and submission of the final deliverables. The applicable Service Tax on the whole sum shall be payable along with the second installment of 90%.

(i) A sum not exceeding Rs. _____/- (Rupees _____ only) being the 10% of the total cost, on signing of the contract and submission of Bank Guarantee/Demand Draft/Fixed Deposit Receipt(FDR) for an equivalent amount.

(ii) A sum not exceeding Rs. _____/- (Rupees _____ only) being the 90% of the total cost plus applicable Service Tax on the total cost of production alongwith the submission of the deliverables as per clause 1 of this agreement. The Deliverables mentioned in clause 1 are to be submitted by date given in clause 10.

15 Provided that notwithstanding any agreement on the part of the Producer to make on account payment at any of the above mentioned stages, if in the Producer's opinion the production of the Film is not proceeding satisfactorily, the Producer shall have the right to suspend and stop payments of the advance mentioned above at any stage till such time as the Producer is satisfied that the Film is being processed satisfactorily provided further that in the event of this agreement being terminated due to any cause whatsoever or being cancelled or the whole production withdrawn in

terms of Clause 8 hereof the Director shall be bound to repay, and he/she hereby covenants to repay to the Producer, all the sums of money received under the above provision till the termination of the agreement with interest thereon at 4 per cent per annum from the date of such termination without prejudice and in addition to its other rights to receive the same out of the amount repayable by him/her under these provisions.

16 All the materials of the said Film as and when the same are developed and got ready during the course of the production of the Film shall be and remain hypothecated and or charged with the Producer for the amount due to it from the Director till such time as the Director delivers to the Producer of the Film referred to in Clause 1, of this agreement and the Director shall be responsible for the safe and proper custody of all the aforesaid footage till the delivery of the Hard Disk to the Producer.

17 The Bank Guarantee/Demand Draft/Fixed Deposit Receipt (FDR) in favour of India Development foundation of Overseas Indians of 30% of the total cost submitted as per clause 14(i) will have validity of an extra 3 months or more from the date mentioned in clause 10. The Bank Guarantee/ Demand Draft/Fixed Deposit Receipt (FDR) will be released only on completion of all deliverables.

18 The Bank Guarantee/ Demand Draft/Fixed Deposit Receipt (FDR) shall be invoked by the Producer in case of breach of any of the terms of this agreement on the part of the Director. It shall be lawful for the Producer to terminate this agreement if the Director fails to produce the guarantee within the aforesaid period. The director shall further be liable to pay damages for loss or inconvenience caused to the producer on account of such failure on the part of the Director.

19 In addition to the above, the Producer shall not be liable for any damages or claims during the course of production for the said Film any where in the country.

20 The Director hereby undertakes to ensure that the said Film does not infringe on the copyrights and/or the performing rights held by any party and in event of any litigation being started in respect of the said film wherein the Producer is concerned as party defendant or otherwise, the Director hereby agrees and undertakes to assist the Producer or any other officer or authority in defending such litigation and undertakes to reimburse or make good all sums of money that the Producer or any officer or authority may be ordered to pay by a court of law or otherwise to any third party including any charges and expenses in relation thereto paid or incurred by the Producer and keep the producer indemnified in that behalf against all actions, claims and damages. The copyright of this production will rest with India Development Foundation of Overseas Indians who is entitled to use it for non-commercial purposes.

21 This agreement is accepted in Delhi and it is agreed by the parties concerned that all matters, claims, disputes, arising in respect of the terms and conditions hereof shall be settled and paid by the parties in Delhi.

22 If a dispute arises out of or in connection with this agreement, the parties agree to submit that dispute to Additional Secretary (OIA, CPV), Ministry of External Affairs.

IN WITNESS WHEREOF.....Director for
..... and CEO, IDF-OI hereunto have set their respective hand on the _____ day
of _____ (month) of 2016 herein above written.

Signed by on behalf of.

Director

In the presence of Witness:

1. Name & Address
2. Name & Address

Signed by the Chief Executive Officer, IDF-OI

In the presence of Witness:

1. Name & Address
2. Name & Address

BG Number: _____

Issue Date: _____

DEMAND DRAFT/BANK GUARANTEE

B. G. No. _____

Date: _____

To,
Chief Executive Officer,
IDF-OI,

New Delhi – 110021

GUARANTEE No. : _____

AMOUNT OF GUARANTEE: _____

GUARANTEE COVER FROM: _____

GUARANTEE VALID UPTO: _____

LAST DATE FOR LODGEMENT OF CLAIM: _____

KNOWN ALL MEN BY THESE PRESENTS THAT Mr._____/Ms.
_____ of _____(hereinafter called the Obligor which
expression shall unless repugnant to the context or meaning thereof, include his/her
heirs, executors and administrators) and _____(Filmmakers Name with full
address)_ having its Registered Office at ____ (Address)_____ (hereinafter called
the Surety which expression shall unless repugnant to the context or meaning thereof,
include these heirs, executors and administrators), are jointly and severally bound
upto India Development Foundation of Overseas Indians (IDF-OI), a not-for-profit
Trust set up by Government of India (hereinafter called IDF-OI which expression shall
unless repugnant to the context or meaning thereof include his/her successors and
assignees) in the sum of Rs._____ for which payment well and truly be
made on demand and without any demur, we, the Sureties jointly and severally bind

ourselves and our respective heirs, executors and administrators and legal representatives upto the President of India.

Dated this _____ whereas the Obligor has been assigned by IDF-OI in consideration of the payment to be made to him/her as mentioned in the said letter to make One Film as a part of a publicity initiative upon the terms and conditions therein mentioned.

AND WHEREAS the Obligor has requested to IDF-OI to advance him/her a sum of Rs. _____ in the manner provided in the said agreement which IDF-OI has agreed to do, upon the Obligor and the Sureties agreeing to execute an irrevocable bond in the manner herein contained.

Now the condition of the above bond is that in the case the Obligor duly observes and performs the terms and conditions of the said agreement in all respects to the satisfaction of IDF-OI, then the above written bond shall be void and have no effect, otherwise shall remain in full force and effect.

AND THE SURETIES HEREBY AGREES AS FOLLOWS

The Bond shall remain in full force irrevocably and effect until the said Film as a part of its publicity initiative is delivered to IDF-OI in the manner provided in the said agreement and all the terms and conditions of the said agreement are fully observed and performed in all respects to the satisfaction of IDF-OI and the Sureties shall not be discharged or released from their obligations under the observation bond by reason of IDF-OI showing the Obligor and indulgence or forbearance without the Sureties knowledge or consent whether as to time, payment, performance or any other matter, whatsoever, from which under the law may have effect of releasing the Sureties or otherwise; and

That merely a demand for payment or money under this bond made by IDF-OI on the sureties shall be final and binding on the sureties as to the liability and amount demanded from the Sureties and the said sum so demanded shall be paid by the Sureties to IDF-OI without any demur.

Our liability under this guarantee is restricted to Rs. _____. This guarantee shall expire on _____ any claims under this guarantee must be received by us on or before _____ and if no such claim has been received by us by that date, all your rights under this guarantee will cease.

Notwithstanding anything contained hereinabove:

a) Our liability under this Bank Guarantee shall not exceed Rs. _____.

b) This Guarantee shall remain valid upto _____ and

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before _____, at Banks Name and Address. All rights of beneficiary shall be forfeited and the Filmmaker shall be released and discharged from all its obligation and liabilities thereafter.

1. Signature of Bank's
Authorized signatory

2. Signature of Filmmaker

Place: _____
Date: _____

Place: _____
Date: _____