

# SELCO Foundation – Call for Vendors

Agri Cold Storage Video Documentary Series SELCO Foundation – Procurement Officer

690, 15<sup>th</sup> Cross Rd, Jeewan Griha Colony, 2<sup>nd</sup> Phase, J P Nagar, Bengaluru, Karnataka 560078 procurement@selcofoundation.org

# SELCO Foundation hereby invites bids to conduct video documentation during the period

10<sup>th</sup> October 2022 to 30<sup>th</sup> January 2023.

The Tender Estimated value is Approximately ₹ 25,00,000/- (Rupees Twenty-Five Lakhs Only)

The link for the tender is:

https://selcofoundation.org/tender

which can be downloaded from 25 September 2022. Bids, as per the terms and conditions should be submitted to the undersigned, at the above-mentioned address by 4pm on or before 06 October 2022.

**Chief Executive Officer – SELCO Foundation** 



# **SELCO FOUNDATION**

TENDER NOTIFICATION

FOR

# INVITING SERVICE PROVIDERS TO GENERATE VIDEO COLLATERAL PROVING THE EVIDENCE OF NEED AND IMPACT OF DECENTRALISED AGRICULTURE AND HORTICULTURE COLD STORAGE SYSTEMS AND SOLUTIONS THROUGH FARMER VOICES AND PERSPECTIVES IN INDIA

# TENDER DOCUMENT

Address for Communication

**SELCO Foundation** 

#690, 15<sup>th</sup> Cross Rd, J P Nagar – 2<sup>nd</sup> Phase

Bangalore, Karnataka – 560078

Telephone: 080-26493145

e-mail: procurement@selcofoundation.org

# DISCLAIMER

#### NIT No:05/22-23

This tender by SELCO Foundation is for selection of service providers for generating video collateral proving the evidence of need and impact of decentralised Agriculture and Horticulture Cold Storage systems and solutions through farmer voices and perspectives

NOTE:

SELCO Foundation has the right to award the work under this tender to single or multiple vendors in single or multiple tranches based on the applicant enterprise meeting the criteria, suitability of the assessment and evaluation approach and best quote ascertained through this tender.

Though adequate care has been taken while preparing the Notice Inviting Tender (NIT) document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within seven (7) days from the date of notification of Request for Proposal (RfP)/ Issue of the RfP documents, it shall be considered that the RfP document is complete in all respects and has been received by the Bidder.

SELCO Foundation reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision

SELCO Foundation reserves the right to modify, amend or supplement this document.

While this RfP has been prepared in good faith, neither SELCO Foundation nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP, even if any loss or damage is caused by any act or omission on their part.

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# **SELCO FOUNDATION**

#### #690 15th Cross J P Nagar 2nd Phase Bangalore - 560078 Telephone: 080-26493145 e-mail: <u>procurement@selcofoundation.org</u>

TENDER No: 05/2022-2023

Dated 25-09-2022

## NOTICE INVITATION TENDER

Chief Executive Officer of SELCO Foundation, Karnataka State, India hereby invites bids from service providers for generating video collateral proving the evidence of need and impact of decentralised Agriculture and Horticulture Cold Storage systems and solutions through farmer voices and perspectives

1.	Tender Ref No.	05/2022-2023
2.	Last date & time for the bid submission	06-10-2022, 4.00 PM
3.	Opening date of first cover (technical bid) & second cover (financial bid)	07-10-2022, 4.00 PM
4.	Venue of acceptance and opening of tenders.	SELCO Foundation,
		Bangalore

Interested and eligible bidders may furnish the Technical & Commercial Bids for the work to generating video collateral proving the evidence of need and impact of decentralised Agriculture and Horticulture Cold Storage systems and solutions through farmer voices and perspectives in India to the below mentioned address:

SELCO Foundation - Tender Ref No - 05/2022-2023

#690 15th Cross J P Nagar 2nd Phase

#### Bangalore - 560078

#### Telephone: 080-26493145

#### e-mail: procurement@selcofoundation.org

Any further information or clarification may obtain either in person or through phone during office hours from the office of the SELCO Foundation Ph: 080-2649 3145 or through the email – procurement@selcofoundation.org

sd/-Chief Executive Officer SELCO Foundation

# **INSTRUCTION TO BIDDERS**

# Scope of the Work

The broad scope of the work is to generating video collateral proving the evidence of need and impact of decentralised Agriculture and Horticulture Cold Storage systems and solutions through farmer voices and perspectives in India

# Eligibility Criteria for Participating in the Bidding

The bidding organizations require a cumulative turnover of 50 Lakhs for the last two financial years. As proof of this, the bidder must submit the turnover certificate certified by Chartered Accountant.

Organization should have 02 years Audited financial report and approved by Chartered Accountant.

Subcontracting the works under this tender will not be permitted without the prior written approval of SELCO Foundation

Organizations should have IT returns for the last 2 financial years.

Organizations should have a PAN card for the Organization.

Organizations should have a GST certificate of the Organization.

The bidder must be a company (registered under Indian Companies Act 1956) or a Partnership Firm (registered under Indian Partnership Act 1932) or a Sole Proprietorship Firm.

"Net Worth" as per section 2 (57) of the Companies Act, 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

The bidder should have at least one or more cumulative experience of executing contracts of said nature. As proof of such experience, the bidder must submit the work completion certificates in the format below in favour of each work order issued. If the work order is from any private firm, then it is mandatory to submit a TDS certificate which mentions the bidder's name, along with a completion certificate issued by the private firm.

SL. No.	Name of the Organization/ Beneficiary	Reference of Work Order/Supply Order issued	Nature of service provided	Date of project completion	Reference of Work Completion Certificate

The Bidder firm / company must have the following technical experience:

- 1. The Bidder must have experience in documentary film sector for at least 05 years
- 2. The Bidder must have a team preferably of at least 5 members and/or professionals with experience as director, cinematographer, photographer, audiographer, creative producer, edit supervisor, editor are critical to the team and CVs for the same to be submitted.
- 3. In-house capacity to handle all phases pre production, production, post production
- 4. In-house ability for research
- 5. Previous work with at least 5 NGOs/ organisations in various sectoral issues like agriculture, environment, livelihoods etc.
- 6. Dedicated on site physical server for data (protected) or equivalent preferred
- 7. The Bidders must showcase usage of shared tools for client-vendor collaboration during pre-production (script and storyboarding) and post production (editing/ feedback) processes such as frame.io or equivalent
- 8. Experience of having worked in multiple states and languages would be an added advantage.

The proposals submitted by the Bidder firm will be evaluated and examined by an expert inhouse committee through a scoring process.

The final selection will rest with the competent authority of SELCO Foundation. Eligible/ Interested firms are requested to submit their Expression of Interest (EOI) with all supporting documents listed as per Annexure 3

#### **Cost of bidding:**

The bidder shall bear all costs associated with the preparation and submission of Bid to the Chief Executive Officer, SELCO Foundation hereinafter referred to as "the Purchaser" will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### Technical proposal shall contain:

Particulars of the Firm as per Annexure - 2

Checklist of Documents to be submitted in First Envelope as per Annexure - 3

The bidder has to sign all the pages of the documents as a token of acceptance of all terms and conditions.

#### Financial bid shall contain:

The rate quoted to generate video collateral proving the evidence of need and impact of decentralised Agriculture and Horticulture Cold Storage systems and solutions through

farmer voices and perspectives in India. It should include all taxes levied by the State & Central Govt., if any.

# Structure of the Technical proposal

- The proposal should contain a very brief company profile followed by a detailed approach and outline work plan.
- The proposal should also contain the project timeline highlighting milestones and deliverables.
- Elaborate the roles and responsibilities of the different team members and backstop arrangement available for suggested human resources in the proposal.
- The entire proposal including approach and methodology proposed, CVs etc., needs to be in English. Each CVs needs to be in uniform format with a maximum of two pages.

## **Price schedule:**

The Bidder shall complete the price schedule as per **Annexure 4 - PRICE SCHEDULE** furnished in the Bidding Documents, indicating the total cost towards to generating video collateral proving the evidence of need and impact of decentralised Agriculture and Horticulture Cold Storage systems and solutions through farmer voices and perspectives. as per scope and deliverables mentioned in **Annexure- 1- SCOPE AND DELIVERABLES.** SELCO Foundation will not pay any extra charges over and above rate quoted by the Bidder.

## **Fixed price:**

Prices quoted by the Bidder are firm, final and binding and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected. The quotation will remain valid till 31<sup>st</sup> March 2023 from the date of opening the second envelope (financial bid). A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

# Format and Signing of Bid:

The Bidder *shall give a set of hard copies of all the documents* in the sealed cover. The Bids could be submitted by hand or post/courier to the below mentioned address:

#### Procurement Officer- Tender Ref No - 05/2022-2023,

#### **SELCO Foundation**,

#### #690, 15th Cross, 2nd Phase, JP Nagar, Bengaluru- 560078.

#### **Deadline for Submission of Bids:**

Bids must be received by the Purchaser not later than the time and date specified in the invitation for Bids (Section I). The Purchaser may, at its discretion, extend this deadline for submission of bid by amending the bid Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

# Tender Opening and Evaluation:

The Technical Proposal & Financial bids will be opened on the same day itself or later separately. The Purchase committee may contact the bidders to seek clarifications on the proposed methodology and understanding of scope of works submitted along with the technical bid. The financial bids (Second Cover), of only technically qualified bidders will be opened. The Bidders Names, Bid Modifications, or Withdrawals, bid prices, Discounts and the presence or absence of the requisite details as the Purchaser, at its discretion, may consider appropriate will be recorded by the Purchase Committee of SELCO Foundation. No Bid shall be rejected at bid opening, except for late bids, which will be rejected.

## Proposal evaluation scores:

- Approach and Work Plan proposed 40 points: Understanding the requirement of the TENDER, with appropriate methods and approach to collect and capture ground stories
- Experience of firm 20 points: Firm should have at least 10 years of experience in documentary film making and showcase evidence of working with at least 5 organisations with relevant sector experience in agriculture, poverty alleviation etc
- Human resources allocated 15 points: Professionals with capabilities and experience, and essential qualifications to carry out the tasks (as specified in Annexure 1)
- 4. **Budget and Timeline proposed-** *15 points*: Cost effective and realistic budget to complete all the activities involved in completion of the research
- 5. **Demonstrated Technical Capabilities 10 point**s Demonstrated with proof of equipment ownership or rental, hardware and software for the output of the films need to be in-house and not outsourced to 3rd party for production and/or editing and post production

# **Clarification of Bids:**

During evaluation of Bids, the purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substances of the Bid shall be sought, offered or permitted.

SF may invite shortlisted organizations to present their technical presentation and approach to a committee which will help SF in making final selection.

# **Preliminary Examination:**

The purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the lowest of the two shall prevail and the bid shall stand corrected to that effect. The purchaser may waive any minor infirmity or non- conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

# Acceptance or rejection of bids:

**Chief Executive Officer**, SELCO Foundation reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability or any obligation to inform the affected bidder or bidders of the grounds for the said action.

Any Bid with incomplete information is liable for rejection.

# Annexure 1: Scope and Deliverables

#### Study objectives

The SELCO Foundation, for their projects, is generating video collateral proving the evidence of need and impact of decentralised Agriculture and Horticulture Cold Storage systems and solutions through farmer voices and perspectives.

Cash crops or high-value commodities when coupled with strong and fixed market linkages provide for much higher utilization of the cold storage and hence are operationally more viable. Low-value commodities like vegetables do provide social impacts and a significant reduction in wastage to poorer small and marginal farmers; However, they are highly affected by external factors for success - like market price volatility, presence and ownership over logistical networks, distances to markets, maturity of the farmer group and its linkages and so on.

SELCO Foundation has been working in the Solar Powered Agricultural Cold Storage sector for three years. In this period, it has directly implemented 56 Solar Powered Agri Walk-in Cold Storage Units in India with intent to scale across all relevant contexts and ecosystems.

The units implemented range from 5 MT capacity to 30 MT capacity, cater to both

- positive and
- negative temperature scales,

and are a mix of stand-alone (shipping container) style cold rooms and retrofit systems to existing cold rooms.

The implementations have been in partnerships with a range of

- technology providers,
- governmental agencies,
- non-profit organizations, and
- farmer groups/cooperatives/companies

Business model types for cold storage units are usually in two forms - Service Models and Trader Models. Service Models are those where farmers pay a rental fee for the utilization of common-use cold rooms. Trader models are those where an individual farmer or farmer group utilized the cold storage unit as a collection and storage point before forwarding the product to its market linkages.

For the scope of this tender, the deliverables of the service provider are as per follows,

- 1. Pre-Production: The content research and scripting need to be done by the service provider based on the content shared by SELCO Foundation but not limited to the same. The approval for production activities and travel will be pending SELCO Foundation's approval on the script and storyboard.
- 2. Production: The video documentary language for all 6 films will be the same and hence is required to be documented from a unique lens of the farmers voice. Reports, Anecdotes and testimonials from farmers on the following themes will be critical to showcase the ground needs. Themes to capture:
  - a. Climate change impacts on food, disasters, incomes
  - b. Market linkages and transportation issues
  - c. Food security, loss and wastage
  - d. Farmer incomes

e. Farmer narratives on

#### i.pros and challenges of existing systems of cold storages ii.pros and challenges of DRE cold storages

- f. Ecosystem, economics and business models
- g. Impacts and failures
- h. Types of Critical stakeholders
- i. Technology and challenges of access

The production needs to not be narrated as a technology documentation or climate documentary but stories of people and specifically at the farmer's scale (while keeping the scale of the problem in mind). The visuals need to be captured specifically for each site, highlighting the challenges of the farmers and other stakeholders yet have a similar pulse across all films and depicted to showcase relevance of the need for DRE cold storage across similar contexts. Video interviews will be held with stakeholders like government partners, NGOs, FPO members, etc.

Photographs on the field need to capture the human scale, challenges and impacts with a focus on the DRE cold storage need. It cannot be generic themes of agriculture or climate change.

3. Post production: The post production debrief meeting is critical prior to the process of editing. Storyboard revision will be critical at this stage keeping in mind field realities as viewed by the service providers. Quality of work and finalisation of films is subject to SELCO Foundation approval and number of edits need to be planned in accordance with the same.

Output:

- a. All 6 films will be 4 minute long.
- b. 20 final photos will be selected by the SELCO team.
- c. A trailer/ teaser for the release of the campaign will be developed.
- d. And finally, 6 posters as YouTube cover photos will be designed by the service provider.

Region	District	Days	Sites	Interviewees
	Phase 1	·		
Karnataka	SELCO office	1		1
Karnataka	Dharwad	5	1	4
Karnataka	Uttara Kannada	5	1	4
Karnataka	Uttara Kannada	5	1	4
	Phase 2	·		
Meghalaya	East Jaintia Hills	5	1	4
Odisha	Rayagada	5	1	4
Himachal Pradesh	Kullu	5	1	4

#### Sites, Estimated time (not accounting for travel days) and Estimated number of interviews

#### **Deliverables and timelines**

Film	Production completion	Release of Film	
	Phase 1 (Karnata	aka)	
1	Oct 20, 2022	Dec 17, 2022	
2	Oct 25, 2022	Dec 24, 2022	
3	Oct 30, 2022	Jan 07, 2022	
Phase 2 (Odisha, Meghalaya, Himachal Pradesh)			
4	Nov 30, 2022	Jan 14, 2022	
5	Nov 30, 2022	Jan 21, 2022	
6	Nov 30, 2022	Jan 28, 2022	

All production activities need to be completed by November 30<sup>th</sup> (apprx).

# **Terms and Conditions of Contract:**

#### **Duration:**

The direction of the contract shall be for 120 days starting from the date of signing of the contract.

#### Timeline and Delay:

- (i) The service provider shall abide by the timeline mentioned in the tender document.
- (ii) In the event of this timeline not being met, or the service provider is not able to give the deliverables in time, the service provider shall explain the delay in writing to the Foundation and obtain written permission from the Foundation for such delay. In case of such explanation not given and written permission not being sought by the Consultant, and where the Foundation refuses to give permission for extension of timeline for any reason, the same shall be construed as "delay" in adhering to the Timeline.
- (iii) A delay beyond 30 days is subjected to a Penalty equivalent to 5% of the Fee payable for such deliverable; and the Foundation shall deduct this amount from the Fee payable to the service provider.
- (iv) A repeated delay of more than 30 days, in more than 2 instances is subjected to nonadherence of Terms of this Contract and the Foundation is at liberty to terminate the Contract on the ground of repeated delay in deliverables.

#### Sub-contracting:

In the event that the service provider requires the services of subcontractors to perform any obligations under the Contract, the service provider shall obtain the prior written approval of the Foundation. Any rejection or non-performance of the sub-contractor shall not, in and of itself, entitle the service provider to claim any delays in the performance, or to assert any excuses for the non - performance, of any of its obligations under the Contract, and the

service provider shall be solely responsible for all services, obligations and deliverables performed by its subcontractors

#### **Financials & Reporting**

The total project cost will be ascertained through the evaluation of the bids. The fees agreed by the Foundation will be paid by the Foundation to the Consultant on achieving the milestones mentioned below. TDS will be deducted on the fixed amount as per Income Tax Act and Rate of Percentage. The total cost of project shall be inclusive of all statutory duties & taxes applicable if any, such as GST etc. The cost of travel, food and lodging will be payable on actual basis for the services rendered by the service provider with prior approval of the Program Manager-SELCO Foundation. Invoice will be processed further to the approval of Associate Director-SELCO Foundation.

Disbursement	Milestone
20%	Signing of contract
25%	Completion of 03 films – phase 1
25%	Completion of production of 03 films - phase 2
30%	On completion of deliverables

The proposed payment schedule for Project is as shared below

#### Indemnification

Service provider shall indemnify and hold the Foundation and its Trustees and representative officers, employees, agents harmless from and against any and all claims, demands, actions, losses, liabilities, charges, damages, costs and expenses (including but not limited to reasonable attorney's fees) arising out of or resulting from (1) any claims arising in connection with activities undertaken by the Consultant in connection with the project or (2) Consultant's gross negligence or willful misconduct or breach of any undertaking, covenant, representation or warranty contained in this agreement and/ or the actual infringement of any patent, trademark, copyrights, trade secret or any other intellectual property right of the third party.

#### Patent, Copyright and other Proprietary Rights

- (i) Except as is otherwise expressly provided in writing in the Contract, the Foundation shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Consultant has developed for the Foundation under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the Foundation.
- (ii) Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the service provider under the Contract shall be the property of the Foundation, shall be made available for use or inspection by the Foundation at reasonable times and in reasonable places, shall be treated as confidential, and shall be

delivered only to the Foundation's authorized officials on completion of work under the Contract

- (iii) The service provider will treat all information given to him/her as information with proprietary value and will not disclose the same to competitors or any outsiders. The Consultant will not at any time, except under legal process, divulge any trade or business secret relating to the Foundation or any customer or agent of the Foundation, which may become known to him by virtue of his position as consultant, save in so far as such disclosure shall be necessary in the interest and for the benefit of the said Foundation and will be true and faithful to the Foundation in all dealings and transactions whatsoever relating to the said Foundation.
- (iv) Reports or other data that are developed specifically for the performance of this Contract shall be the property of the Foundation and the service provider shall deliver reports and data to the Foundation as per the milestones. Dissemination of the reports/videos/outputs and any information from the said contracts shall be done with written approval from the Foundation.

#### Publicity, use of name & Logo of the Foundation:

The Service provider shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the Foundation, nor shall the Service provider, in any manner whatsoever use the name, emblem, logo or official seal of the Foundation or that of SELCO in connection with its business or otherwise without the written permission of the Foundation.

#### **Observance of Law:**

- (i) The Service provider shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.
- (ii) The Service provider represents and warrants that neither it, its parent entities, partners or subcontractors nor any of its subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Child Labour (Prohibition and Regulation) Act of 1986, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- (iii) The Consultant represents and warrants that it shall adhere to the mandates prescribed under the Sexual Harassment of Women (Prevention, Prohibition & Redressal) Act, 2013, which requires all workplaces to have a Policy and Internal Committee to address complaints of sexual harassment that women may face at the workplace

#### **Termination:**

Either party may terminate this contract by giving a notice in writing to the other party stating their intention to terminate the same on the expiration of Seven (7) days from the date of such notice. In addition, the Foundation may also terminate this contract forthwith in the event of any fraud, misconduct or neglect of duties on the part of the Consultant. Any notice to be given hereunder shall be sufficiently given to the Consultant if forwarded by registered post or by Courier Service to the last known postal address of the Consultant and shall be sufficiently given to the registered office. Upon the termination of this contract and payment of the said fees due up to such termination, and

payment of all disbursements and out-of-pocket expenses incurred up to the date thereof (provided the same have been incurred after obtaining prior approval), the Consultant shall deliver all deeds, documents and paper in his possession relating to the business of the Foundation or as the Foundation shall direct, and shall continue to afford him all reasonable assistance for concluding pending matters at the date of such termination without making any charge thereof.

#### Force Majeure:

- (i) Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Consultant
- (ii) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure.
- (iii) On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- (iv) If the Consultant is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Foundation shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in this Contract.

Both the Foundation and the service provider fully and freely intend to create an independent Contractor relationship under this Contract. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Both parties agree that the consultant has the right to sole and exclusive control over the manner and means employed in performing their activities under this Contract.

#### Settlement of disputes:

- (i) The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof.
- (ii) Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, the matter shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be at Bangalore. Likewise, the jurisdiction will vest with courts in Bangalore.

## **ANNEXURE 2:**

#### **DETAILS OF THE ORGANISATION**

1	Name of the Organisation	
2	Year of starting the organization	
3	Registration number (photocopy of registration certificate or any other relevant document to be enclosed)	
4	Name of the authorized signatory for agreement with Designation	
5	Address of the Service Provider/bidder (along with phone no.& pin code)	
6	Legal Status of Service provider/Bidder	Proprietorship / Partnership/ Pvt Ltd / Limited/others
7	GSTIN	
8	PAN No. of Income Tax Dept. (Photocopy of Income Tax (IT)) returns for the last 02 Financial Year to be enclosed	
9	Particulars of total strength of staff available in the organization	

Signature of the bidder and address with seal

Date:

#### **ANNEXURE 3:**

Sl.No.	Description	Whether the Document is enclosed or not	Page No. From and to
1	Details of Organization as per Annexure 2	YES/NO	
2	Copies showing the legal status, places of registration and principal place of business of the firm	YES/NO	
3	Copies of audited financial statements for the last 02 financial years	YES/NO	
4	Copies of GST registration and GST returns filled in the last 02 financial years	YES/NO	
5	Copies of income tax registration and income tax returns filled in the last 02 financial years.	YES/NO	
6	Letter of declaration to confirm that the bidder has not been black listed by any entity or institution	YES/NO	
7	Technical Proposal outlining the approach and methodology, key activities, timelines, and budget	YES/NO	
8	Organizational profile and past experience relevant to this project	YES/NO	
9	Work orders or equivalent proof of past work with 5 organisations in relevant sectors like agriculture and poverty And list of documentary projects	YES/NO	
10	CVs of personnel who would be involved in this project	YES/NO	
11	List of equipment and hardware/software to be used	YES/NO	

# Checklist of Documents to be submitted in First cover

I abide by all the above terms & conditions.

PLACE:

DATE:

SIGNATURE OF THE BIDDER and with office seal

#### **ANNEXURE 4:**

## PRICE SCHEDULE

#### PARTICULARS TO BE SUBMITTED IN THE FINANCIAL BID (SECOND COVER).

SI No	Fee Particulars	Unit Price	Amount In INR (inclusive GST)
	Pre-Production (per film) Scripting		
1	and Production Planning		
	Professional fee (per day)		
	Including -		
	- 4 min per film x6		
	- Photography (production and		
	post processing) to be		
	included in the above budget:		
	20 high resolution photos per		
	site.		
	<ul> <li>Trailer/ short video</li> </ul>		
	<ul> <li>Youtube/ Social media cover</li> </ul>		
2	posters for each film		
	Post Production (per film) 4 MINUTES		
3	- Editing, Audio Mastering, Packaging		
	Sub Total (1+2+3)		
		Grant Tot	al

- 1. Voice over and translation to be exclusive in budget
- 2. The film deliverable: 6 units of 4-minute films each with trailer and 20 high resolution photos
- 3. Travel and accommodation will be paid on actuals
- 4. No drone shooting will be required
- 5. The filmmakers need to ensure safety and liability of their equipments throughout the filming process and travel
- 6. The quotation is inclusive of all necessary taxes and any other extra expenditures.
- 7. Other than the above amount, no additional amounts will be paid as overheads for rent, fuel, phone charges, etc.

## **CONDITIONS:**

If our tender is accepted, we hereby undertake to abide as per the stipulated Terms and Conditions, to provide services narrated in the Annexure 1 – scope and deliverables

We agree to abide by this tender for and if the award is made to us, in executing the above contract we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of corruption act 1988".

We understand that you are not bound to determine the price based on the lowest offer that you may receive.

We accept that all disputes between parties will be adjudicated by a competent court in Bangalore, India.

\_\_\_\_\_ (Name of the bidder), hereby certify that I have noted the

scope and deliverables mentioned and the prices quoted above are as per the details

specified and in compliance with Annexure 1.

Dated this..... day of.....2022

Signature

(Name and Address of the Bidder with seal)

(In the capacity of ...... Duly authorized to sign the Tender for and on behalf

of\_\_\_\_\_)