

# REQUEST FOR PROPOSAL

## FOR

### SELECTION OF AGENCY FOR VIDEO DOCUMENTING PRE-EVENT PREPARATIONS OF 35<sup>TH</sup> NATIONAL GAMES



December 2010

National Games Secretariat  
Chandrasekharan Nair Stadium, Palayam,  
Thiruvananthapuram, Kerala, India

RFP Notice No: No.1965/GA/10/NGS

## GLOSSARY

<b>S.No</b>	<b>Acronym</b>	<b>Description</b>
1.	RFP	Request For Proposal
2.	NGS	National Games Secretariat
3.	A/V	<u>Audio-Visual</u>
4.	PRD	Public Relations Department
5.	EMD	Earnest Money Deposit
6.	PBG	Performance Bank Guarantee
7.	HDV	High Definition Video

## INVITATION TO BID

Kerala, India is host to the 35<sup>th</sup> edition of **Indian National Games** (the '**Games**'). The **National Games Secretariat** (the '**Authority**'), registered as a society under Travancore – Cochin Literary Scientific and Charitable Societies Act – 1955, is the legal autonomous body constituted by the Government of Kerala for organizing the Games in the State. NGS has been assigned the responsibility of developing sporting as well as Games Village infrastructure. The Executive Committee of National Games Secretariat has been formed to bring about overall co-ordination among various implementing agencies to monitor progress of implementation of different projects related to National Games.

National Games Secretariat Kerala invites the submission of sealed bids from qualified video documenting agencies to video document and video-monitor all the projects and activities planned so as to have an on-going periodic visual assessment of the quality and timeliness of the work being carried out in the field and present its findings.

The bids should take into account all applicable requirements.

You are requested to go through the document carefully and submit your proposals as per the instructions given in the document.

## SCHEDULE FOR INVITATION OF RFP

### Key Activities and Dates

S.No	Events	Details
1.	Issuance of RFP document	11/02 / 2011 to 04/03/2011 upto 14.00 hrs.
2.	Last Date for Submission of Queries	24 /02 /2011
3.	Prebid Conference	28/02/ 2011, 15.00 Hrs at the National Games Secretariat Chandrasekharan Nair Stadium, Palayam, Thiruvananthapuram-Kerala.
4.	Issue of Corrigendum ( If Required)	01/03/2011
5.	Last date for Proposal Submission	04/03/2011 upto 15.00 Hrs.
6.	Date and Time for Opening of Technical Bids	04/03/2011, 1600 hrs
7.	A/V Presentations	To be Announced later
8.	Date and Time for Opening of Financial Bid	To be Announced later

**\*Note:**

- RFP can be purchased on any working day between 10am to 4pm from start date for issuance to last date of issuance.
- The NGS at its convenience may change any or all of the above mentioned dates. Same shall be informed to the bidders.
- NGS shall not be responsible for any postal delay, or non-receipt / non-delivery of the documents.
- All the queries shall be emailed to **ngskerala2010@gmail.com** as per the format mentioned in the document

## **1. RFP Document Fees**

INR 2000/- (Rupees Two Thousand only) through A/c payee Demand Draft or Bankers Pay Order from a Nationalized/Scheduled bank, drawn in favor of “**National Games Secretariat**”, payable at **Thiruvananthapuram**.

RFP in downloadable form will also be available on [www.35thnationalgames.in](http://www.35thnationalgames.in) . Agencies applying, using downloaded RFP will attach a non-refundable Demand Draft of INR 2000/-with their proposal in addition to EMD (Earnest Money Deposit) amount. The proposals without Demand Draft shall be summarily rejected.

## **2. Contact Person’s Address for correspondence and clarifications**

Chief Executive Officer & Secretary

National Games Secretariat

Chandrasekharan Nair Stadium, Palayam,

Thiruvananthapuram-695033, Kerala, India (Phone: +91 471 2302287)

Email: [ngskerala2010@gmail.com](mailto:ngskerala2010@gmail.com)

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# 1. PROJECT BACKGROUND

Govt. of Kerala is the Host to 35<sup>th</sup> edition of National Games. The National Games Secretariat (NGS) is the legal autonomous body constituted by the Government of Kerala for organizing the Games in the State. For the first time in the history, the Games are hosted in 7 cities of the Host State. Besides Thiruvananthapuram, the event is held in Kollam, Alappuzha, Kochi, Thrissur, Kozhikode and Kannur. The event will have around 35 sports in addition to demo events like Boat Racing and Kalarippayattu. The Games provide an opportunity to the Host State to showcase its Planning and Organisational Skills, levels of growth in terms of Infrastructure & Technology as well as its Creativity, Heritage and Cultural Diversity.

NGS has initiated the infrastructure projects to facilitate the Games requirements. NGS has planned four new stadiums and renovation of around 23 stadiums across seven cities of Kerala. Activities pertaining to various functional areas/ committees identified to organise the Games are being planned.

For such a vast range of projects planned, monitoring is one of the most important component for ensuring transparency and accountability to its stake holders. NGS is already monitoring and evaluating at organization level with the help of third party agencies. In addition to this type of evaluation NGS wants to engage a competent agency to video document and video-monitor the major projects and activities planned, so as to have an on-going periodic visual assessment of the quality and timeliness of the work being carried out in the field and present its findings. The video document shall comprehensively depict the status of ongoing projects envisaged for National Games.

## 1.1 Project Objectives

Conventional evaluation practices involving before-after measurement of results provide information on the outcomes of a process/project. Such methodologies give us limited information about the processes that connected the outputs to the inputs. Video documentation shall address the limitations of the conventional practices.

Following shall be considered as the broad objectives for this video documenting assignment:

- a) To obtain a comprehensive idea about the ongoing projects envisaged for the National Games
- b) To increase accountability through visual monitoring of the project and better execution of the projects.
- c) An ideal reference material for future use in archive form



## 2. Instructions to Bidders

### 2.1 Definitions

- **“Agreement”** means the Agreement to be signed between the successful bidder and National Games Secretariat including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
- **“Authorized Representative”** shall mean any person authorized by either of the parties.
- **“Bidder / Agency”** means any firm or group of firms (called consortium) offering the service(s) as required in the RFP. The word Bidder / Agency when used in the pre-award period shall be synonymous with parties bidding for this RFP, and when used after award of the Contract shall mean the successful party with whom National Games Secretariat Kerala, signs the agreement for rendering of services for implementation of this project.
- **“Contract”** is used synonymously with Agreement.
- **“Default Notice”** shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
- **“Law”** shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Kerala Administration or any other Government or regulatory authority or political subdivision of government agency.
- **“Lol”** means Letter of Intent, which shall constitute the intention of the NGS to place the Purchase Order with the successful bidder.
- **“Party”** means NGS or Bidder, individually and “Parties” mean NGS and Bidder, collectively.
- **“Proposal / Bid”** means the Pre-Qualification, Technical and Commercial Proposals all together, i.e., complete proposal for this video documentation project.
- **“Request for Proposal (RFP)”** means this document and its annexure etc., seeking a set of solution(s), services(s), materials and/or any combination of them.

- **“Termination Notice”** means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.

## **2.2 Instruction for Submission of Bids**

The bidders need to submit their comprehensive bids – Pre-Qualification bid, Technical bid and Financial bid – in three separate sealed envelopes at the address mentioned in Section “Address of Submission”. The details of scope of work and formats for submission of bids have been given in the subsequent sections.

## **2.3 Non-Disclosure Agreement**

The bidders must sign the Non-Disclosure Agreement as per the prescribed format supplied by NGS. The Non-Disclosure Agreement of the selected agency will form part of the Contract Agreement.

## **2.4 Concessions Related to Government Projects**

At no stage of the project National Games Secretariat would provide any form of certification or undertaking which the bidders might ask for getting concessions / benefits in various activities due to government related work.

## **2.5 Cost of Proposal**

The bidders shall bear all costs associated with the preparation and submission of its proposal and NGS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

## **2.6 Site Visit**

The Bidder may visit the office of the NGS and at various other field locations in Kerala for reconnaissance and obtain information regarding the ongoing projects at his own cost.

## **2.7 Clarification of RFP Documents**

A prospective bidder requiring any clarification on the RFP documents may notify the NGS Kerala in writing, either by post, fax or email, at the following address:

National Games Secretariat

Chandrasekharan Nair Stadium, Palayam,

Thiruvananthapuram-695033, Kerala, India (Phone: +91 471 2302287)

Email: [ngskerala2010@gmail.com](mailto:ngskerala2010@gmail.com)

Website: [www.35thnationalgames.in](http://www.35thnationalgames.in)

## 2.8 Pre-Bid Conference

It is proposed to schedule a pre bid conference as per schedule (mentioned in **Key Activities and Dates – Pg 4**). The bidders are requested to attend this pre-bid conference to seek clarifications in matters related to the project or the bidding process of this project. The reply to the queries of various bidders in the pre-bid conference would be put up on the website of the 35<sup>th</sup> National Games and if required, appropriate corrigendum to this RFP document would also be put up on the website. Such corrigendum, if issued, would form part of this RFP and the bidders would be advised to prepare their pre-qualification, technical and financial bids in accordance with such corrigendum.

The pre bid conference shall be held at the National Games Secretariat, Chandrasekharan Nair Stadium, Palayam, Thiruvananthapuram on 28/02/ 2011 at 1500 Hrs However, non-attendance at the Pre-Bid Conference will not be a cause for disqualification of bidders but separate queries from such bidders will not be entertained at any later stage. The bidders are requested to send their queries as per schedule (mentioned in **Key Activities and Dates– Pg 4**) to make such conference more productive. **Queries received after the set time limit may not be considered in the pre bid conference.**

## 2.9 Amendment to RFP Documents

At any time prior to the deadline for submission of proposal NGS may amend the RFP documents by issuing suitable Corrigendum. Any corrigendum issued in this regard shall be uploaded on website of the 35<sup>th</sup> National Games and will be communicated through email / written letter to those companies who have already purchased the RFP document. All deadlines are subject to change as per NGS

## 2.10 Preparation of Proposal

### 1.1.1 Language of Proposal

The Proposal, and all correspondence and documents related to the proposal exchanged by the bidder and the NGS should be in English. Supporting documents and printed literature furnished by the bidder may be in any language other than English provided they are accompanied by an accurate translation of the relevant passages in English language. Supporting material, which is not translated in English, will not be considered for evaluation. For the purpose of evaluation and interpretation of the bid proposal, the English language translation shall prevail.

### 1.1.2 Currencies of Proposal and Payment

The currency (ies) of the Proposal offer and the payments shall be in Indian Rupees (INR).

### **1.1.3 Proposal Validity**

The Bids shall be valid for a period of minimum "SIX MONTHS" from the date of submission of the bid. On completion of the validity period (6 months), in case required, NGS may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing by post or email.

### **1.1.4 Earnest Money Deposit – EMD**

The Bidder shall furnish, as part of its bid, a refundable EMD comprising of A/c payee demand draft of Rs. **40,000** (Indian Rupees Forty Thousand Only). The demand draft should be drawn on a nationalized/scheduled bank valid for 180 days and in favour of "**National Games Secretariat**", payable at **Thiruvananthapuram**.

The bid will be disqualified if the EMD is not submitted along with the pre-qualification proposal. Unsuccessful bidder's bid security will be released as promptly as possible as but not later than 60 days after the award of the contract to the successful Bidder. The successful Bidder's bid security will be released upon the Successful Bidder signing the Contract and deposit of PBG.

No interest will be payable on the amount of the EMD. The EMD may be forfeited in following cases:

- 1 If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
- 2 In the case of a successful Bidder, if it fails within the specified time limit to:
  - Sign the Agreement or,
  - Furnish the required Performance Bank Guarantee

### **1.1.5 Documents Comprising the Proposal**

The proposal submitted by the bidder shall comprise the following documents:

- 1 Bidder's response to pre-qualification requirements as set forth in Section 4.1 of this RFP. Annexure I in this RFP should be used for submitting the proposal.
- 2 Earnest Money Deposit (EMD) of Rs. 40,000 (Rupees Forty Thousand only) shall be enclosed in the envelope having original pre-qualification document proposal.
- 3 Technical Proposal including Annexure II and III of the RFP Document, duly filled on each page along with all attachments/schedules duly completed and duly signed by the authorized signatory of the Agency/bidder
- 4 The Bidder's Financial Proposal duly signed by the authorized signatory of the Bidder.
- 5 Any other information that is to be submitted during the course of Proposal process.
- 6 All sections in the bid should be adequately flagged and numbered.

### **1.1.6 Format and Signing of Bid**

The Bidder shall submit the proposal in three parts, comprising the Pre-qualification bid, Technical Proposal and the Financial Proposal as per the RFP.

The Bidder will submit one original set of the documents comprising the parts of the proposal as described in RFP, bound with the section containing the Form of Proposal and Appendix to Proposal, and clearly marked "ORIGINAL". In addition, the Bidder shall submit **one hard and one soft copy of the Pre-qualification and Technical Proposals** and clearly marked "COPIES". In the event of discrepancy between proposals, the original shall prevail.

The original and all copies of the Pre-qualification proposal and Technical Proposal shall be placed in separate sealed envelopes as follows:

**Bid should be submitted by the applicant in three sealed envelopes as below:**

- Env1. Duly filled Annexure I, with copies of relevant supporting documents  
(Cover titled as "Pre Qualification Bid")**
- Env2. Duly filled Annexure II & III with copies of relevant supporting documents  
(Cover titled as "Technical Bid")**
- Env3. Financial Bid (Cover Titled as "Financial Bid")**

**All three sealed envelopes should be inserted into one envelop (Cover titled as "BID FOR SELECTION OF AGENCY FOR VIDEO DOCUMENTING PRE- EVENT PREPARATIONS OF 35TH NATIONAL GAMES")**

This outer envelope shall bear the submission address, reference number and title of the RFP, and be clearly marked "**DO NOT OPEN before the scheduled date and time**". NGS shall not be responsible for misplacement, losing or premature opening if the outer envelope or envelopes of any of the three proposals are not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the proposal non-responsive. National Games Secretariat's decision in this regard shall be final.

### **1.1.7 Address of Submission**

The bids duly completed as per the instructions given in this documents and the corrigendum issued if any, should be submitted to the following address by 3 P.M on or before the last date of bid submission.

National Games Secretariat  
Chandrasekharan Nair Stadium, Palayam,

Sl.No	Name of Project	Type of Project	Project Area	Expected Project Duration in Months ( From Jan 2011)
1	University Stadium	Renovation/upgradation	Thiruvananthapuram	1
2	Chandrasekharan Nair Stadium	Renovation/upgradation	Thiruvananthapuram	3
3	KWA Swimming Pool	Renovation/upgradation	Thiruvananthapuram	8
4	IRC Shankumugham	Renovation/upgradation	Thiruvananthapuram	1
5	Jimmy George Indoor Stadium	Renovation/upgradation	Vellayambalam Thiruvananthapuram	3
6	Shooting Range	New Construction	Vattiyoorkavu Thiruvananthapuram	8
7	Agriculture College Indoor Stadium	Renovation/upgradation	Vellayani, Thiruvananthapuram	3
8	Corporation Stadium	Renovation/upgradation	Kollam	2
9	New Hockey Stadium	Renovation/upgradation	Kollam	9
10	Thiruvananthapuram Tennis Club	Renovation/upgradation	Thiruvananthapuram	4
11	Indoor Stadium	Renovation/upgradation	Thrissur	2
12	Swimming Pool	Renovation/upgradation	Thrissur	6
13	Rajiv Gandhi Indoor Stadium	Renovation/upgradation	Ernakulam	5
14	Corporation Stadium	Renovation/upgradation	Thrissur	6
15	Corporation Stadium	Renovation/upgradation	Kozhikode	6
16	VKK Menon Indoor Stadium	Renovation/upgradation	Kozhikode	2
17	New Football Stadium	New Construction	Medical College Ground, Kozhikode	4
18	New Multipurpose Indoor Stadium	New Construction	Kannur	8
19	Thankamma Stadium	New construction	Peroorkada Trivandrum	4

Thiruvananthapuram-695033, Kerala, India (Phone: +91 471 2302287)

Email: [ngskerala2010@gmail.com](mailto:ngskerala2010@gmail.com)

Website: [www.35thnationalgames.in](http://www.35thnationalgames.in)

#### **1.1.8 Conflict of Interest**

Bidder shall furnish an affidavit as to the existence of, absence of, or potential for conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with National Games Secretariat, Kerala. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

#### **1.1.9 Interpretation of Clauses**

In case of any ambiguity in the interpretation of any of the clauses in the tender document, the interpretation of the clauses by NGS Kerala shall be final and binding on all parties.

#### **1.1.10 Right to Accept and Reject the Bid**

Notwithstanding anything contained in this document, CEO, NGS reserves the right to accept or reject any bid(s). **NGS also reserves the right to cancel the bid process at any time prior to signing the contract and will have no liability for above-mentioned actions.**

#### **1.1.11 Corrupt or Fraudulent Practice**

In the event of the bidder engaging in any corrupt or fraudulent practices during the bidding process, by the judgment of the NGS Kerala, the bid will be rejected.

For the purpose of this clause:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a NGS official in the selection process. It also includes bringing undue influence through any quarter or interfering directly or indirectly in the selection process to affect its outcome.

“Fraudulent Practice” means a misrepresentation of facts in order to influence selection process to the detriment of the NGS Kerala

### **3. Scope of Work: Video Documentation/Process Documentation**

Video documentation is to be carried out to ensure that the methodology adopted to carry-out the project matches ground realities and delivers the required results. It involves documentation of all the activities carried out during the project implementation process. The Agency will have to visit all the projects enlisted in the RFP document / other projects and events agreed upon and prepare video documents/ clippings for each of the projects/events. The Agency shall document the processes and develop videos as per **MiniDV Format**.

#### **Key Project Activities**

1. Submit video documents after suitable postproduction work for each of the projects mentioned in section 3.1 on a monthly basis
2. Visit all the project sites atleast 2-3 times in a month. Agency shall liaison with the site engineers of the particular project and plan the site visits according to the work progress
3. Video documentation of other events/projects/programs as per the requirements of National Games Secretariat
4. The Agency has to submit all the raw footages of all the projects to NGS on regular basis
5. The Agency is expected to arrange documentation experts, subject expert and videographers.

### **3.1 Current Project details**

The indicative list of major interventions/projects of the NGS to be covered under the video documentation assignment is given below

#### **Projects Planned**



20	Outdoor Stadium, Karyavattom	New Construction	Thiruvananthapuram	18- 24
21	Indoor Stadium, Vattiyoorkavu	New Construction	Thiruvananthapuram	18- 24
22	Central Outdoor Stadium	New Construction	Thiruvananthapuram	18- 24
23	Indoor Stadium	New Construction	Chevayoor ,Calicut	18- 24
24	Games Village	New Construction	Aakulam Thiruvananthapuram	16

### 3.2 Project Duration

The service shall commence immediately from the date of signing of agreement and shall continue thereafter as per the requirements of NGS till completion of National Games. However; the contract shall be for a minimum period of one year from date of agreement signing.

### 3.3 ROLES AND RESPONSIBILITIES

#### I. Role of Agency

- The assignment should include planning, designing and production of Video documents for all the National Games Projects
- The Agency should do background research and familiarize oneself with the ongoing projects.
- Video-documentation of all projects implemented. The Agency shall use only **MiniDV format** for this documentation purpose
- Video documentation of key events/ programs /functions planned as per NGS requirements
- Submit raw footages and edited videos of all the assigned works/visits within stipulated time as required by NGS
- Submit video documents after suitable postproduction work for each of the projects mentioned in section 3.1 on a monthly basis.

#### II. Role of NGS

- Monitor the performance of the Agency
- Planning and Execution of the project requirements
- Inform agency regarding the special events/projects/programs to be video documented

- Release the funds after satisfying itself of the entire project related, statutory and accounting aspects, so as to enable the agency to satisfactorily implement the project and perform its obligation

## **4. Proposal Opening and Evaluation**

### **4.1 PRE QUALIFICATION CRITERIA**

The Agency should fulfill the following preconditions and must also submit documentary evidence in support of fulfillment of these criteria. Claims without documentary evidence will not be considered.

1. All agencies participating should have experience in the field of Video Documentation/Post Production for at least 3 years and must have all the required field equipments for video documentation purpose
2. An undertaking (self certificate) that the bidder / agency is not blacklisted by any Government institution and there has been no litigation with any government department on account of similar services
3. Agencies shall have minimum average annual turnover of Rs. 30 lakhs for last two years.
4. Agencies shall enclose specimens and documents of at least 3 video documentation jobs carried out previously in respect of other Govt. Organizations, academic institutions or private/ public companies in order to bring out their documentation thereof.
5. Participating agencies should have undertaken video documentation/post production work of at least Rs 5.00 Lakhs per annum in each of the last two years.
6. The Agency need to have requisite manpower for executing such assignments .Agency shall submit CVs of atleast two technical personnel with qualification in degree/diploma in mass communication or any other similar technical degree with experience of three years including one year experience in video-documentation work.
7. Shall be accredited with any of the agencies like PRD/Doordarshan and other relevant agencies

**Proposal of Agency not meeting the above criteria will not be processed further.**

## **4.2 Technical Evaluation**

Evaluation of agencies that meets the pre-qualification criteria will be done as per the technical proposal and presentation submitted.

### **I. Evaluation of Proposals:**

This will consist of evaluation of the proposals (maximum score of 50 points) on the basis of below mentioned parameters

<b>S.No</b>	<b>Parameters</b>	<b>Marks</b>
1.	Approach & Methodology and the Monitoring Framework proposed	20
2.	Agency profile Quality of equipments available/proposed	10
4.	Relevant past experience Similar projects implemented in last three years	10
5.	Details of existing relevant manpower available	5
6.	Pan Kerala Presence / Operations	5
<b>Total</b>		<b>50</b>

### **II. Presentation by the agency :**

All the participating agencies shall carry the video documentation of one of the current project as suggested by NGS and after post production work present the final edited version .Agency should

also present the video documentation works of previous assessments .Assessment is based on non-quantifiable parameters/aspects like Quality, Clarity & Depth of details provided etc. The Evaluation Committee shall have the right to verify the claims made by the interested agencies in whichever way it deems fit.

S. No	Indicator	Marks
1	Video Document on NGS Project( ~10min)	25
2	A/V Presentation on Previous Assignments(~20min)	25
<b>Total</b>		<b>50</b>

☞ **Relevant quality monitoring parameters of the videos presented shall be used to evaluate A/V presentations**

**As part of Technical bid all the participating agencies should submit the following details**

- Provide the details of the equipments proposed
- Provide the technical specifications of the MiniDV and HDV format proposed

**All the agencies securing atleast 60 points will be qualified and considered for further evaluation of their commercial proposals**

### 4.3 Financial Evaluation

Agencies qualified in technical evaluation stage will be eligible to participate in financial evaluation. The evaluation will be done by a technical committee constituted for the purpose by NGS. NGS will follow L1 based bid selection system.

The bidder shall provide the financial bid in the format provided as mentioned below

S.No	Activity	Cost ( INR)	Multiplication Factor (Approx.)	Total
1	Video documentation of the NGS Projects (Section 3.1) <b>(MiniDV Format)</b>	Rate Per Month (A)	12	A*12
2	Video shoot of Events/Meetings/Functions <b>( MiniDV Format)</b>	Rate Per Session (B)	40	B*40
3	Video shoot of Events/Meetings/Functions	Rate per Session (C)	10	C*10

	(HDV Format)			
	<b>GRAND TOTAL( INR)</b>			<b>12A+ 40B+10C</b>

*Note: The monthly rate (A) for NGS projects shall be quoted considering the duration of projects mentioned in section 3.1*

**The price would be inclusive of all taxes, duties, charges and levies etc. as applicable**

The prices, once offered, must remain firm and must not be subject to escalation for any reason whatsoever within the period of validity of the bid and subsequent contract, if any. The evaluation committee(s) may choose to conduct negotiation or discussion with any or all the bidders as per State Policy.

#### **4.4 Award of Contract**

After evaluation of all accepted Proposals by the evaluation committee, a contract may be awarded to the successful vendor whose financial quote is the lowest (L1) as per the table mentioned in financial evaluation. The client reserves the right to award a contract in whole or in part if it is in its best interests to do so.

#### **4.5 Notification of Award**

The acceptance of the tender, subject to contract, will be communicated in writing by post and email at the communication address and email id submitted by the agency in the bid document. Any change of address/email id of the agency, should therefore be promptly notified to the NGS Kerala

#### **4.6 Signing of Contract**

The Bidder/Agency shall enter into a contract with the Authorized Representative, NGS, within fifteen (15) days of the award of the contract or within such extended period, as may be specified by the NGS.

This contract shall be on the basis of this document, the bid of the Bidder/Agency, the letter of intent and such other terms and conditions as may be determined by the Authorized Representative, NGS, to be necessary for the due performance of the work, as envisaged herein and in accordance with the Bid and the acceptance thereof.

#### **4.7 Payment Terms**

Payment for the video documentation assignment will be done as follows:

- 1 Agency can raise the invoice on monthly basis after acceptance & approval from NGS regarding the activities carried out in the particular month

- 2 NGS shall pay all such invoices within 30 days
- 3 NGS shall compensate all the additional assignments undertaken according to the financial quote of the bidder

**All the bill payments shall be made only after tax deductions (as applicable)**

## **5. General Information, Terms and Conditions (Successful Bidder/Agency)**

### **5.1 Performance Bank Guarantee**

- 1 The successful agency shall, at his own expense, deposit with National Games Secretariat, within fifteen (15) days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/Scheduled bank acceptable to Authorized Representative, National Games Secretariat, payable on demand, for the due performance and fulfilment of the contract by the Agency. **NGS shall share the format of the Performance Bank Guarantee with the successful bidder**
- 2 The performance guarantee shall be denominated in the currency of the Contract and shall be by bank guarantee.
- 3 This Performance Bank Guarantee will be for an amount of 10% of the Total Cost of the project amount (Total Cost of Project shall be calculated for one year on the basis of Financial Proposal) for a period of 1 year 4 months from date of signing of contract .All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the Agency.
- 4 The PBG should be valid for at least 1 year 4 months and may be suitably extended in case of delays /additional requirements
- 5 The Performance Bank Guarantee may be discharged / returned by NGS upon being satisfied that there has been due performance of the obligations of the Agency under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

- 6 In the event of the Agency being unable to service the contract for whatever reason, NGS would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of NGS under the Contract in the matter, the proceeds of the PBG shall be payable to NGS as compensation for any loss resulting from the agency's failure to complete its obligations under the Contract. The NGS shall notify the Agency in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Agency is in default.
- 7 The NGS shall also be entitled to make recoveries from the Agency's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

## 5.2 Use of Contract Documents and Information

The Agency shall not, without prior written consent from NGS, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the NGS in connection therewith, to any person other than a person employed by the Agency in the performance of the Contract.

All project related documents issued by NGS, other than the Contract itself, shall remain the property of the NGS and shall be returned (in all copies) to the NGS on completion of the Agency's work under the Contract.

Copyright of all the project documents lies with NGS and agency cannot exercise any rights on the documents including all the footages prepared under the scope of the project. No information should be made public either directly or indirectly nor allowed to be accessed by an unauthorized person.

In any circumstances, for any conditions breach on Agency's behalf, Agency will be fully responsible for the same and if required, NGS may levy penalty for the same and / or any legal or administrative action taken against the Agency.

## 5.3 Service Level Agreements

Service Metric Description	Service level Requirement	Service Level Parameter	Penalty
Timelines Compliance (Project start date – Project end date)	100% Compliance	Submit monthly documents/reports within first week of Every Month	1% per day of delay

Quality of Video documentation work	100% quality compliance as per the video format	100% quality compliance as per the video format	At NGS discretion
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#### 5.4 Termination of Contract

The NGS, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Agency, may terminate the Contract fully or in part:

- If the Agency fails to deliver any or all contracted services as per the scope of work to the satisfaction of the NGS, or
- If the Agency fails to perform any other obligation(s) under the Contract, or
- If the Agency in the judgment of the Authorized Representative of NGS, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

In case Agency fails to perform /deliver as per scope of the project, NGS will notify the agency to improve within the 15 days period. Further failure in delivery/performance will lead to termination of the contract.

In the event NGS terminates the Contract in whole or in part, NGS may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Agency shall be liable to the NGS for any excess costs for such similar services. However, the Agency shall continue performance of the contract to the extent not terminated.

#### 5.5 Resolution of disputes

NGS and the Agency 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. In case the issues are not resolved in the arbitration proceedings then any further legal action by the parties shall be restricted to the jurisdiction of the Courts in Trivandrum



**ANNEXURE- I**

**DOCUMENTS REQUIRED FOR FULFILLMENT OF PRE- QUALIFICATION CRITERIA**

<b>Sl No</b>	<b>Criteria</b>	<b>Documentary Evidence</b>	<b>Documentary Proof Attached (Y/N)</b>
1.	Minimum 3 yrs experience	Project Documents/ Registration details	
2.	Experience of at least 3 video monitoring/ documentation jobs carried out at previously in respect of other Govt. organizations, academic institutions or companies. Video documentation or postproduction work taken for atleast 2 years upto 5.00 lakh per annum	Project Completion Certificates from the clients	
3.	Submit CVs of Minimum two technical personnel with qualification in degree/diploma in Mass communication or any other similar technical degree with experience of three years including one year experience in video-documentation work.	Certificates	
4.	Accreditation	Certificate of accreditation	

5.	Legal Status	Relevant Legal documents	
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**ANNEXURE: II**

**AGENCY PROFILE**

- 1. Brief Description of the Firm/Agency**
- 2. Details of the Agency:**

Name of the Agency	
Year of Establishment	
Head Office Address	

- 3. Details of Contact Persons:**

Name of the Person	Designation	Contact Number

Fax/Phone Number	
Email ID	

- 4. Details of Workforce proposed to be allocated to the project:**

Name	Qualification	Experience	Main Skill Set


**ANNEXURE- III**

**ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 3 YEARS**

S. No	Name of Assignment	Key Activities Undertaken	Cost of Assignment	Date of commencement	Date of completion

**ANNEXURE IV**

**FORMAT FOR SUBMITTING QUERIES FOR PRE- BID CONFERENCE**

Date:

Name of the Bidder:

Address:

Telephone Nos:

Fax No:

Mobile No:

Email ID:

S. No.	Place of query (Section No., Clause No., Paragraph/Bullet No., Page no. in RFP document)	Particulars of the query / clarification	Remarks
1			
2			
3			
4			

Authorized Signatory

Designation

(If the queries / clarifications are submitted through e-mail, the bidder should send the queries / clarifications through official e-mail IDs in Word /Excel format)