Request for Proposal (RFP)

FROM SERVICE PROVIDERS
FOR
DEVELOPMENT AND BROADCASTING OF EPISODES
FOR
INVESTOR EDUCATION AND PROTECTION FUND,
MINISTRY OF CORPORATE AFFAIRS,
GOVERNMENT OF INDIA

August 2008

SECTION I

About Ministry of Corporate Affairs (MCA) and Investor Education and Protection Fund (IEPF)

Investor Education and Protection Fund (IEPF) has been established under Section 205C of the Companies Act, 1956 by way Companies (Amendment) Act, 1999 for promotion of investors' awareness and protection of the interests of investors. The Ministry of Corporate Affairs (MCA) is the parent organization of IEPF. The Ministry of Corporate Affairs (MCA) is a ministry formed under Government of India, primarily concerned with administration of the Companies Act, 1956, other allied Acts and rules & regulations framed there-under mainly for regulating the functioning of the corporate sector in accordance with law.

There is a Committee (Commonly referred to as Main Committee or Apex Committee) to administer the IEPF. The Committee can appoint Sub - Committee to facilitate efficient and speedy discharge of its functions.

Investor Education and Protection Fund (awareness and protection of investors) Rules, 2001 stipulates the activities related to investors education, awareness and protection for which the financial sanction can be provided under IEPF.

(i) **Activities stipulated under Rules**

- Education programme through Media;
- Organising Seminars and Symposia;
- Proposals for registration of Voluntary Associations or Institution or other organizations engaged in Investor Education and Protection activities.
- Proposals for projects for Investors' Education and Protection including research activities and proposals for financing such projects;
- Coordinating with institutions engaged in Investors Education, awareness and protection activities.

(ii) **Activities undertaken by IEPF**

- Educating and creating awareness among investors through Voluntary associations or organisations registered under IEPF. – 69 associations have been registered so far.
- Educating investors through Media. - Conducted Panel discussions, Broadcast of TV Video spots on DD & private service providers, advertisement in national as well as regional newspapers. All these programmes have been undertaken in Hindi, English and regional languages.
- Organising seminars and workshops through associations registered under IEPF.
- Financing research projects pertaining to investor education, awareness;

About The Institute of Chartered Accountants of India (ICAI)

The Institute of Chartered Accountants of India (ICAI) is a statutory body established under the Chartered Accountants Act, 1949 for the regulation of the profession of Chartered Accountancy in India. During its nearly six decades of existence, ICAI has achieved recognition as a premier accounting body not only in the country but also globally, for its contribution in the fields of education, professional development, maintenance of high accounting, auditing and ethical standards. ICAI, now, is the second largest accounting body in the world.

The ICAI is the knowledge partner to Ministry of Corporate Affairs, Government of India for taking up various initiatives on investor awareness under the aegis of the Investor Education and Protection Fund.

Section II

A: Definitions

I. **Client**: It means the IEPF, Ministry of Corporate Affairs, Government of India.

II. **Knowledge Partner**: It means The Institute of Chartered Accountants of India (ICAI) for carrying out all technical and related assignments under the scope of the work in the instant tender.

III. **Service Provider**: The term service provider would inter alia mean a service provider who would, on turnkey basis, develop the script in terms of the areas outlined in the Annexure 'A' but not necessarily confining to these alone. The responsibility would also include development of scripts by incorporating the real life situations and their broadcasting.

IV. **Broadcasting:** The term broadcasting would include the broadcast of the same/different episodes on different schedules as per the advice by the Ministry of Corporate Affairs, Government of India or the knowledge partner acting in this regard on their directions

B: - About the process for Empanelment of Service Providers for Development and Broadcasting of Episodes for Investor Education and Protection Fund

2.1 Name of the Client: The IEPF, Ministry of Corporate Affairs, Government of India.

2.2 Manner of Application to this RFP: 'Technical Bid' and 'Financial Bid' to be submitted in separate sealed envelopes. These 2 sealed envelopes to be further sealed in another envelope superscribed "Proposal for Empanelment of Service

Providers for Development and Broadcasting of Episodes for Investor Education and Protection Fund"

Name of the assignment: "Empanelment of Service Providers for Development and Broadcasting of Episodes for Investor Education and Protection Fund"

2.3 Last Date & Time of submission of Proposal: September 4, 2008 , 2.00 PM

2.4 Date & Time of opening of Proposal: September 4, 2008, 2.45 PM

2.5 Place of Opening of Technical Proposal: The proposals would be opened by the Client/ representatives of Knowledge Partner at the following address:
The Institute of Chartered Accountants
ICAI Bhawan
Post Box No. 7100
Indraprastha Marg
New Delhi-110 002
Tel: 011 30110 443; email: iepf@icai.org

2.6. Validity Period of the Technical and Financial Proposal: Proposal must remain valid 120 (One hundred and twenty) days from the last date of submission of tenders.

2.7. Service Provider must submit the original 'Technical' and 'Financial Proposal' with each proposal sealed separately and put again in a sealed envelope as per 2.2. All the proposals would also be put in separate CDs in respective envelopes.

2.8. The Proposal should be submitted to the Knowledge Partner at the following address:
The Institute of Chartered Accountants
Annexe Building, 1st Floor
ICAI Bhawan
Post Box –7100
Indraprastha Marg
New Delhi - 110 001.

2.9 Proposal received after the stated time and date would not be considered and are liable for rejection.

2.10 For all clarifications relating to this RFP; please mail your query at iepf@icai.org. All queries received and answered will be put on website www.icai.org. No telephonic calls would be entertained. The queries/clarifications if any could be sought till Monday, September 1, 2008 (1600 hrs).

Section III - Scope of Work of the RFP

The RFP entails short listing one/more than one Service Provider for carrying out the development and broadcasting of Investors Educations and Protection Fund to the target audience. The decision of Client/Knowledge Partner to short list such nos. of such Service Provider for creating the episodes is absolute and final.

The scope of work envisaged for the empanelled Service Provider shall inter alia include

1. Content development of the episodes of Investors Education and Protection Fund on the themes as indicated in the Annexure 'B' or any further supplements thereto as advised by the Client/Knowledge Partner.

2. Development of the episodes of Investors Education and Protection Fund on the themes as indicated in the Annexure 'B' of 20 to 25 minutes using real life characters/models/other personalities.

3. Broadcasting of the above developed episodes of Investors Education and Protection Fund, on such days/ frequencies as stated by the Client/Knowledge Partner.

4. To publicize the broadcasting of the episodes by advertising it suitably on their main service provider/ associate service providers.

5. The empanelled service provider would be required to give a monthly account of tasks performed by it under the scope of this RFP and/or any assignment/contract accruing out of RFP. The performance of such Service Provider would be reviewed after every episode and in case of unsatisfactory performance, the empanelment is liable for termination and Client/Knowledge Partner shall reserve the right to forfeit the earnest money/ security deposit at its sole discretion in part or in full. The empanelled service provider however will be allowed to represent its point of view for consideration by Client/Knowledge Partner.

6. All the work carried out by the service provider under the scope of RFP/any contract-work order accruing out the RFP shall be the intellectual property of the Client and Client alone will have the full copy rights on its usages/re - usages and the master copy of the same shall be handed over to Client/Knowledge Partner.

7. While production of the episodes as per 1 and 2 above may at the discretion of Client/Knowledge Partner be awarded to one or more Service Provider, it may be stated that the Client have the absolute rights over its broadcast on any other channel/service provider/forum. The rights of the service provider shall cease after receiving payment for such development and broadcast. The

client/Knowledge partner at its discretion, advise the service provider to recast it on such frequency as may be advised in this regard.

8. Time shall be the essence of the performance of the RFP. The Service Provider shall dutifully obey the various time limits as prescribed by Client/Knowledge Partner for different assignment and the performance of the Service Provider shall be judged as per the adherence to such quality and time parameters as laid down by the Client/Knowledge Partner

9. Mere Empanelment as an Empanelled service provider under the scope of RFP shall not entitle any service provider to claim any Professional Fee from Client/Knowledge Partner. It is only when such empanelled service provider is given a work order/contract that their right to claim an amount from Client/Knowledge Partner arises within the terms and conditions of the work order.

10. In regard to the scope of work as stated, it is aptly clarified that the Service Provider shall carry out assignments in so far as they have communication strategy element i.e. conceptualization, designing, development and broadcasting of the episodes.

SECTION IV: ELIGIBILITY CRITERIA

General Eligibility

- This invitation to respond to the RFP is open to such Service Providers, which are registered companies/firm who have their registered office in India**.**
- The eligible entities must be incorporated or registered under any of the following Acts - the Indian Companies Act, 1956 or The Partnership Act, 1932 and the Societies Registration Act, 1860.
- The parent company of any subsidiary company, which is seeking qualification on the financial strength of its parent would have to give a written undertaking that it would bear all financial or contractual liabilities of the subsidiary with regards to this enquiry.
- The parent company of any subsidiary company, which is seeking qualification on the technical strength of its parent, would have to give a written undertaking that its technical capabilities/ resources would be available to the subsidiary company as and
- when required by Client/Knowledge Partner.
- Along with the General Eligibility criteria, bidding service provider has to satisfy the following Prequalification criteria to apply for empanelment.

Pre-Qualification Criteria

Firms/Companies:

- The Service Provider/company should have been in existence for a period of at least 5 years as on 31-03-2008.
- The Service Provider must have carried out educative series on financial literacy and/ or matters relating to investment and investor education and protection or similar nature project for prominent institutions and industries for a minimum value of Rs. 500 Lacs in the last 3 years. It must be of sound financial status with a turnover of over Rs. 50 Crore annually, consistently for the last 3 years 31-03-2008.
- It should be able to offer all services required for the campaign i.e. research, creative, media and development and broadcasting under one roof. However, for broadcasting, the agency may also propose a mix of entertainment and business channels.
- The Service Provider should be registered with the Ministry of Information and Broadcasting (I&B) of India.

Manner of Submission of Proposal:

Your proposal incorporating the above points strictly in the order and against each of the title as stated above may be sent in a sealed cover marked "BID FOR THE DEVELOPMENT AND BROADCASTING OF EPISODES ON INVESTOR EDUCATION AND PROTECTION FUND". The "Technical proposal" and the "Financial Bid" would be kept in separate envelopes in the main sealed cover, so as to reach him on or before the Thursday, September 4, 2008, 2.00 pm.

The Client/Knowledge Partner reserves the right to select or reject any/all the proposal(s) including the lowest proposal without assigning any reason and no correspondence in this regard shall be entertained. Client/Knowledge Partner takes no responsibility for delay, loss, or non-receipt of response to this RFP or any letter sent by post either way.

The sealed Request for Proposal should reach the Knowledge Partner at the following address:

The Institute of Chartered Accountants of India
ICAI Bhawan
Post Box-7100
Indraprastha Marg
New Delhi- 110 001
email: iepf@icai.org

Last Date and Time of Receipt of RFP: September 4, 2008, 2.00 PM

SECTION V: TERMS OF REFERENCE

Clarifications and amendments of RFP Document

RFP Clarifications
During pre qualification and technical evaluation of the Proposals, Client/Knowledge Partner may, at its sole discretion, ask bidding service providers for clarifications on their proposal. The bidding service providers shall respond within the time frame prescribed by Client/Knowledge Partner. Any word used in singular shall have the connotation of plural as well.

Amendments in RFP
At any time prior to deadline for submission of proposal, Client/Knowledge Partner may for any reason, modify the RFP. The prospective bidding service providers having received the RFP shall be notified of the amendments through website and such amendments shall be binding on them.

Disqualifications
Client/Knowledge Partner may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidding service provider, if the bidding service provider has: Submitted the Proposal documents after the response deadline; Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements; Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years; Submitted a proposal that is not accompanied by required documentation or is non-responsive; Failed to provide clarifications related thereto, when sought; Submitted more than one Proposal; Declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted and submitted a proposal with price adjustment/variation provision

Request for Proposal
The bidding service provider is expected to examine all the instructions, guidelines, terms and condition and formats in the RFP. Failure to furnish all the necessary information as required by the RFP on submission of a proposal not substantially responsive to all the aspects of the RFP shall be at bidding service provider's own risk and proposal may be liable for rejection.

Preparation of Proposal
The bidding service provider shall comply with the following related information during preparation of the Proposal-

- The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.
- The Proposal shall be typed or written in indelible ink (if required) and shall be signed by the bidding service provider or duly authorized person(s) to bind the bidding service provider to the contract.
- The latter authorization shall be indicated by written power of attorney and shall accompany the Proposal.
- In addition to the identification, the covering letter shall indicate the name and address of the bidding service provider to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes.

- Proposals received by facsimile shall be treated as defective, invalid and shall be rejected. Only detailed complete proposals in the form indicated above received up_to the closing time and date of the proposals shall be taken as valid.
- Bidding service providers are not permitted to modify, substitute, or withdraw Proposals after its submission.

Submission, Receipts and Opening of Proposals

Technical & Financial proposals must be enclosed in separate sealed envelops. During the course of evaluation of Proposal, as well as during the period of contract, the Client/Knowledge Partner has the right to carry out a due diligence in a fashion relevant to understand the facts.

Deadline for submission of Proposals
Proposals from Bidding service providers, complete in all respects must be received by Client/Knowledge Partner at the address and date specified in the RFP.
Last Date for Submission of Proposal: – September 4, 2008
Deadline for submission: 2 P.M.

Earnest Money Deposit

The bidding service provider must submit an EMD of Rs 10,00,000 (Rupees Ten Lakhs) along with the bids, in the form of Demand Draft drawn in favour of "The Secretary, Institute of Chartered Accountants of India", payable at New Delhi. The Instrument of Earnest Money Deposit must be enclosed along to the Technical Bid. The Proposals not accompanied by EMD shall be rejected forthwith. EMD of the unsuccessful bidding service providers will be returned within one hundred and twenty (120) days of submission of sealed bids.

The successful empanelled bidding service provider would be required to submit a further sum of Rs. 15,00,000.00 (Rupees Fifteen Lac only) to make the security deposit as Rs. 25,00,000.00 (Rupees Twenty five Lac only) after adjusting Rs. 10,00,000.00 (Rupees Ten Lac) of Earnest money deposit (EMD) already paid for due and faithful performance of the contract(s)/work order(s) assigned. No interest on either EMD/Security deposit shall be payable by the Client/Knowledge Partner.

Section –VI: General Conditions of the Contract

Application
These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the Client/Knowledge Partner shall be final and binding on the service provider.

Payment Schedule: All payments shall be based on either assignment basis or/on the basis of payment as retainer ship amount depending on the modalities agreed between Client/Knowledge Partner and the empanelled service provider subject to

what has been stated in Section –III which would be predefined. No advance payments would be released.

Validity of Proposals
Proposals shall remain valid for a period of one year and no change on any account shall be permitted after the date of proposal opening prescribed in RFP. A Proposal valid for shorter period may be rejected as non-responsive to RFP.

Right to Accept Proposal
Client/Knowledge Partner reserves the right to accept or reject any Proposal, and to annul the instant RFP process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidding service provider(s) or any obligation to inform the affected bidding service provider(s) of the grounds for such decision.

Conflict of Interest
Client/Knowledge Partner requires that service provider provide professional, objective, and impartial advice and at all times hold the Client/Knowledge Partner's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

Confidentiality
Nothing shall be disclosed by any bidding service provider or any other persons not officially concerned with such process until the empanelment process is over. The undue use by any bidding service provider of confidential information related to the process may result in rejection of its Proposal. Except with the prior written consent of the Client/Knowledge Partner, the Service Provider and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

Fraud & Corruption
The process requires that the service provider selected through this RFP must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, Client/Knowledge Partner:
(a) Defines, for the purposes of this provision, the terms set forth as follows:
(i) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of Client/Knowledge Partner.
(ii) "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to Client/Knowledge Partner, and includes collusive practice among bidding service providers (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or noncompetitive levels and to deprive Client/Knowledge Partner of the benefits of free and open competition;
(iii) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was given by the Client/Knowledge Partner in Section III.
(iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
(b) Will reject a proposal for award, if it determines that the Respondent recommended for award, has been determined by Client/Knowledge Partner to having been, and engaged in corrupt, fraudulent or unfair trade practices.

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the firm has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

Relationship between the Parties
Nothing mentioned herein shall be constructed as relationship of master and servant or/of principal and agent as between the 'Client/Knowledge Partner' and 'the Service Provider'.

Standards of Performance
The Service Provider shall perform the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Service Provider shall always act in respect of any matter relating to this contract as faithful advisor to Client/Knowledge Partner. The Service Provider shall always support and safeguard the legitimate interests of Client/Knowledge Partner in any dealings with the third party. The Service Provider shall conform to the standards laid down in RFP in totality.

All submissions made by the Service Provider after the award of contract must be countersigned by nodal officer of the Service Provider.

Delivery and Documents
As per the time schedule agreed between the Parties (Client/Knowledge Partner and the service provider) for specific projects given to the empanelled service provider from time to time, the service providers shall submit all the deliverables on due date as per the delivery schedule. The service provider shall not without the Client/Knowledge Partner's prior written consent disclose the Contract, Approach paper(s), specifications, plan, pattern, samples to any person other than an entity employed by Client/Knowledge Partner for the performance of the Contract. In case of termination of the Contract all the content material used by Service Provider in the execution of project shall become property of Client/Knowledge Partner.

Change Orders
Client/Knowledge Partner may at any time before completion of work under RFP awarded to empanelled Service Provider, change the work content by increasing/reducing the quantities of the services by 20% as mentioned in the Contract Agreement for execution of the Project, without creating any liabilities for compensation on any grounds, whatsoever due to this change. In such a case, the Service Provider will have to perform the service in the increased/decreased quantity at the same contract rates within the time stipulated. It is also expressedly stated that the process of empanelment is likely to empanel more than one number of service provider on the panel

Company Personnel
The Service Provider shall have such qualified and experienced personnel as may be required to perform the services under the specific projects assigned by Client/Knowledge Partner and it is desirable from the Service Provider to deploy the personnel, who have adequate experience in the domain related and as stated in Section-III.

Intellectual Property Rights
No services covered under the Contract shall be sold or disposed by the Service Provider in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Service Provider shall indemnify the Client from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Service Provider, Client/Knowledge Partner shall be defended in any of the proceedings which may be brought in that connection. The Intellectual Property rights is valid in the work assigned to the Service Provider shall vest in Client and all the related content/material shall be the property of Client.

Assignments
The Service Provider shall not assign the project to any other Service Provider, in whole or in part, to perform its obligation under the Contract, without the Client/Knowledge Partner's prior written consent.

Performance Assessment
If during execution of the Project, following problems were to be found, then a penalty of 10% of the Contract value per assignment may be imposed by Client, which will be the part of Project specific RFP and Terms of Reference on each of the following:

- Quality of deliverable is not up to the mark, (till the quality is improved to the required extent)
- Delays in deliverables
- Not assigning adequate resources in time
- Not engaging resources on a dedicated basis, even when required
- Assigning resources that do not meet the Client/Knowledge Partner requirements
- Inadequate interaction with the Client/Knowledge Partner.
- The work is either not complete or not completed satisfactorily as per the approved time schedule or the quality of deliverable

If the delay is beyond 2 weeks then the Client/Knowledge Partner may rescind the Contract and shall be free to get it done from other Service providers at the risk and costs of the appointed Service Provider. Client/Knowledge Partner may debar the Service provider for applying in its future empanelment also.

Liquidated Damages
If any of the services performed by the Service Provider fail to conform to the specifications of the assigned project or in the event of the failure of the project due to indifferent, non supportive attitude of the Consultant/ Service Provider and Client/Knowledge Partner decides to abort the contract because of such failure, then a sum up to 50% of the value of the contract shall be recovered as liquidated damages from the Service Provider. Besides, all the payments already done for such service shall also be recovered. This shall be without prejudice to other remedies available under this contract to Client/Knowledge Partner. Client/Knowledge Partner shall also have the right to get such unexecuted part/full of contract from the other empanelled Service Provider on panel and adjust the same out of EMD /Security deposit available for such payments.

Suspension
Client/Knowledge Partner may, by written notice to Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract including the carrying out of the services, provided that such notice of suspension-shall specify the nature of failure and provisions as stated under "Performance Assessment" in the instant Chapter shall apply.

Termination
Under this Contract, Client/Knowledge Partner may, by written notice terminate the Service Provider in the following ways-

- Termination for Default for failing to perform obligations under the Contract or if the quality is not up to the specification or in the event of non adherence to time schedule by the Service Provider.
- Termination for Convenience in whole or in part thereof, at any time
- Termination for Insolvency if the Service Provider becomes bankrupt or otherwise insolvent.

In all the three cases termination shall be executed by giving 30 days advance written notice to the Service Provider as prescribed in the GCC Clause of RFP; however the termination notice may be revoked provided Service Provider rectify the draft within notice period to the satisfaction of the Client/Knowledge Partner. No consequential damages shall be payable to the Service Provider in the event of such termination.

Force Majeure
Notwithstanding anything contained in the RFP, the Service Provider shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure. For purposes of this clause "Force Majeure" means an event beyond the control of the parties and not involving the Service Provider's fault or negligence parties and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the Client/Knowledge Partner, regarding Force Majeure shall be final and binding on the Service Provider. If a Force Majeure situation arises, the Service Provider shall promptly notify to the Client/Knowledge Partner in writing, of such conditions and the cause thereof. Unless otherwise directed by the Client/Knowledge Partner in writing, the Service Provider shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Resolution of Disputes
In the case of a dispute arising between the Client/Knowledge Partner and the Service Provider, which has not been settled amicably, the Service Provider can request the Client/Knowledge Partner to refer the dispute for Arbitration under Arbitration Act, 1996. The arbitrator shall be appointed by the Ministry of Corporate Affairs. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-actment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held in India at Delhi and the language of the arbitration proceeding and that of all documents and communications between the

parties shall be in English. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitrator as determined by the arbitrator shall be shared equally by the Client and the Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party themselves.

Taxes and Duties
The Service Provider shall fully familiarize themselves about the applicable Domestic taxes (such as VAT, Sales Tax, Service Tax, Income Tax, duties, fees, levies etc.) on amount payable by Client/Knowledge Partner under the contract. The Service Provider, sub Service Provider and personnel shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

Legal Jurisdiction
All legal disputes between the parties shall be subject to the jurisdiction of the competent Courts situated in New Delhi only.

Notice
Any notice, request or consent required or permission to be given or made pursuant to this contract shall be in writing. Any such notice ,request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract/Agreement.

Section –VII: Selection Procedure

The Bidding service providers would be required to respond to RFP in two parts.

a) Technical Bid
b) Those of the vendors who are short-listed in the evaluation of Technical Bids will be asked to make presentation of concept of half an hour in terms of their detailed strategy for furthering the scope of work as stated in the instant tender or otherwise to Client/Knowledge Partner, the date & timings of which shall be notified to such bidding service providers separately.
c) On the basis of evaluation of (a) & (b) above; Qualifying bidding service providers will be identified and then their financial bids shall be opened.
d) Client/Knowledge Partner shall issue a letter of assignment to Service Provider subject to the provisions stated in Section –III.
e) Only the formats of covering letter (Annexure-I), Technical Bid (Annexure – II) and Financial Bid (Annexure-III) shall be used on the **bidding service provider's letter head**. Covering letter shall be attached in original with "Technical" as well as "Financial Bid". Please follow the instructions as stated.
f) The technical Bid shall also accompany Section—III to VI signed and stamped on each page as acceptance to the terms as indicated there under. Without this the Technical bid is liable to rejection

ANNEXURE I: COVERING LETTER

DATE:

Reference No. _____
The Institute of Chartered Accountants of India
ICAI BHAWAN
Post Box: 7100, Indraprastha Marg
New Delhi-110002

Dear Madam/Sir,

Sub: Proposal for Empanelment of Service Provider for the Development and Broadcasting of Episodes for Investor Education and Protection Fund

Having examined the RFP, we, M/s_____, offer to be empanelled with the Client, are in full conformity with the said RFP. We have read the provisions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

We agree to abide by the terms and conditions of this Proposal, consisting of this letter, the Technical and Financial Proposal, the duly notarized written power of attorney, and all attachments, for a period of 90 days from the date fixed for submission of Proposals as stipulated in the RFP and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.

We understand you are not bound to accept any proposal you receive.

Dated this [date / month / year]
Authorized Signatory (in full and initials):
Name and title of signatory:
Duly authorized to sign this Proposal for and on behalf of [Name of Respondent]
Name of Firm:
Address:

Note: This will be enclosed in original along to both Technical & Financial Bid.

Annexure-II: Technical Bid

Technical Proposal: General Information

S.No.	Item	Details					
1	Name of the Company						
2	Nature of incorporation of Company (Refer Section IV)						
3	Date of Incorporation of company						
4	Contact Details of Key Personnel who will be assigned to the task as per Scope of work of the RFP	S.No	Name	Address	Tel No.	Mobile	Email
5	Turnover for the last 3 years						
5.1	- FY 2007-08						
5.2	- FY 2006-07						
5.3	- FY 2005-06						
6	Network Coverage						
6.1	- Number of viewers						
6.2	- Number of Indian cities						
6.3	- Number of Countries						
7	Please indicate network strength of the bidder throughout the country as per the format	State		Office Address with Email and Tel No		Manpower (Please refer A7)	
8	Previous Experience (Please indicate the similar assignments undertaken by you during last 3 years with brief of such work undertaken) - Please list all such jobs in columnar form.						
	General Information						
8.1	Client Name	Client 1*		Client 2*		Client 3*	
8.2	Address						
8.3	Email id/ Tel No.						
Past Campaign Details							
8.4	Name of the campaign						
8.5	Start Date/End Date						
8.6	Current Status (work in progress, completed etc.)						
8.7	No. of locations from where Bidder operates and their addresses.						
8.8	Brief description of scope of work (Should attach supporting evidences in terms of final output, work in progress)						

	Size of the project			
8.9	Order Value of the project (in lacs)			
9	Special achievements/awards			
10	Bankers credibility certificate	To be enclosed in a sealed envelope from the Bank and addressed to Client/Knowledge Partner		
11	Details of EMD Deposited (without EMD of Rs. 10 lakhs, the bids are liable for rejection)			
12	The Bidder shall enclose a 1000 word document as to the proposed strategy of developing and broadcasting of episodes for Investor Education and Protection Fund. (Please refer 'A' and 'B' of guidelines for technical bid) Please attach proper blue print/ Flow Chart.			
13	Whether signed and stamped copies of Section –III to VI of RFP have been attached as total acceptance to the terms stated in RFP. The tenders are straightaway liable for rejections in absence of these.			
14	Whether Service Provider has Research, Creative, Media, Execution under one roof			

Signature_____

Certified By, in the capacity of_____

Date:_____

Place:_____

***Note: You may use separate sheets for each such project handled by you, in case space in columnar form is insufficient.**

Guidelines for Technical Bid:

A. Technical Proposals:

A1. Company profile:

Brief about your Company indicating turnover, network coverage, experience in undertaking such assignments, may be stated.

A2. Type of Activity and details thereon:

All stages relating to content development, development of episodes using real life characters/models/other personalities and its broadcasting, it may be noted that this is the desired scope of work and no other format should be quoted.

A3. Number of Episodes:

15 numbers on the themes as indicated in the Annexure 'A'. While one episode per topic would be appropriate; however, for certain topics, the service provider (i.e. you) may opt to give more than one episode, however, this aspect should be suitably stated in their proposal.

A4. Duration of each Episode:

20 - 25 minutes.

A5. Production Time:

The production time for each episode may also be stated. Service Provider would clearly state the initial time required for broadcasting the first episode and the tentative schedule of telecasting of all these 15 proposals. The expectation of the Client is that the broadcasting of first episode should take place within 2 months of finalization of empanelment.

A6. Broadcasting Schedule:

The Service Provider would indicate the time slots/date and day on which such episodes will be broadcasted. Service Provider may also state whether they would like to repeat such broadcast at their own cost on other durations as well. It is expected that the programmes would be broadcasted on weekends/other prime time slots at time durations, in which there is generally maximum viewer ship for the channel. These options may be provided in the proposal giving alternate rates for each of time slots.

A7. Availability of Resources:

The Service Provider would be required to state the number, name and Qualifications of developers, associated since, copywriter, and other key personnel to be associated for these episodes. It may also be stated that without reference of such key personnel, the proposal is liable for rejection forthwith. Due weight age to proposals which are accompanied by signed CVs of such key personnel who are proposed to be associated in the project will be given. It is expected that agency shall associate competent and qualified personnel and their details are annexed to their proposal.

A8. Due Publicity of the Campaign:

The selected agency would be required to suitably publicize the broadcasting of the episodes by advertising it suitably on their channel. For other programmes, the agency would be required to state as to how they intend to publicize this campaign on their channel, for which no extra cost shall be payable by the Client/Knowledge Partner. They would also publicize through their other associate channels. Therefore, the agency is required to mention the name of the main channel/associate channels on which the programme would be broadcasted.

A9. Performance Guarantee:

The ICAI on behalf of Ministry of Corporate Affairs, Government of India is the knowledge partner to the Instant tender for Investors Education and Protection Fund (IEPF) activities being undertaken by Ministry of Corporate Affairs.
The quality of content development and its execution to the utmost satisfaction of the Client/Knowledge Partner is the prime concern. Upon finalization of the contract with the selected agency, the agency would be required to execute the performance guarantee of Rs 25,00,000.00 (Rupees Twenty five Lac only)by way of a Bank Guarantee (to be issued by a scheduled bank) - proforma for which shall be provided to empanelled Service provider, for the satisfactory fulfillment of conditions as may be prescribed in this regard by the ICAI to ensure due and satisfactory performance of the award of contract.

A10. Copyright details:

The selected service provider would develop the episodes in terms of the content approved by the Client. The episode, so developed shall be the property of the Client and shall have the sole and exclusive right on its contents and its further usage on such terms as may be considered appropriate by the Client/Knowledge Partner meaning thereby that Master Beta copy of the episode would be passed on to Client for its further usage. The empanelled agency (ies) shall not use/telecast the same without permission of Client/Knowledge Partner.

A11. Exit Clause:

Either party would have the liberty to rescind/terminate the contract by giving one months notice in writing, however, during the pendency of such period, both the parties shall undertake their part of obligations as is required in the award of contract and would discharge their obligations arising out of the award of contract.

B. Financial Proposals:

B1. The financial bid should be sent exactly as per Annexure III

B2. Advertising Revenue:

The Service Provider may offer to subsidize the cost of broadcasting through advertising revenue and may indicate the prices Net after such advertising revenue accrued to it. This aspect may be suitably covered while giving your proposal.

B3. Payment Terms:

The payment terms may be indicated by the Service Provider in detail.

Annexure 'A'

The Expert Group has suggested the following 15 broad topics for the proposed television programme on IEPF are as follows:

(i)	Types of Investments
(ii)	The IPO Market: Organization, structure and pricing mechanism
(iii)	The Stock Market: An overview of organization and operations
(iv)	Bonds and Financial Derivatives
(v)	Stock and bond market indices
(vi)	Sources of Business and Financial information
(vii)	Investment and Taxes
(viii)	Equities Analysis and Valuation
(ix)	Bond Analysis and Credit Rating
(x)	Mutual Funds: An Investment Vehicle for Small Investors
(xi)	Regulatory Framework
(xii)	Grievance Redressal Mechanism
(xiii)	Real Estate Investment Analysis
(xiv)	Other Investment Avenues: Art, Commodities, Precious Metals etc.
(xv)	Banking, Insurance and Retirement Products.

ANNEXURE – III: FINANCIAL BID

The Bidder is at option to bid for his fees on the basis of a turnkey Fee for the whole project and also give the breakup of various components. The rates agreed upon with the bidder by Client/Knowledge Partner shall be inclusive of all taxes and other levies and nothing beyond the amounts agreed by Client/Knowledge Partner shall be payable. The attention of Service Provider/Bidder is drawn to what has been stated in A-6 with regard to broadcast scheduling and its impact on costs.

TURNKEY BID BY THE BIDDER FOR THEMES OF EPISODES AS LISTED IN ANNEXURE 'A'. Corresponding payment will be released on episodes basis after the end of each episode subject to satisfactory performance. Payment schedule can be agreed upon on mutual consent.

Topic wise rates by Bidder –

Sr. No.	Theme	No. of Episode to cover each theme	Cost per Theme (Rs. In Thousands)			Rate each subsequent broadcast (subject to provisions of Clause 7 of Section III)
			Total Development Cost	Broadcast Cost (a mix of entertainment and business channels)	Total	
1	Types of Investments					
2	The IPO Market: Organization, structure and pricing mechanism					
3	The Stock Market: An overview of organization and operations					
4	Bonds and Financial Derivatives					
5	Stock and bond market indices					
6	Sources of Business and Financial information					
7	Investment and Taxes					
8	Equities Analysis and Valuation					
9	Bond Analysis and Credit Rating					

10	Mutual Funds: An Investment Vehicle for Small Investors					
11	Regulatory Framework					
12	Grievance Redressal Mechanism					
13	Real Estate Investment Analysis					
14	Other Investment Avenues: Art, Commodities, Precious Metals etc.					
15	Banking, Insurance and Retirement Products.					
Overall Cost						

It will be decided between Client/ Knowledge Partner and empanelled bidders mutually as to the mode of payment. Please also refer Section-VI payment schedule and Para- 9 of Section –III in this regard

<u>You are requested to cover the given below points in this financial bid</u>

1. Advertising Revenue:

   The Service Provider may offer to subsidize the cost of broadcasting through advertising revenue and may indicate the prices Net after such advertising revenue accrued to it. This aspect may be suitably covered while giving your proposal.

2. Payment Terms:

   The payment terms may be indicated by the Service Provider in detail.

3. The cost pattern on the basis of broadcast repeats may also be stated while giving the Financial bids i.e. in case the subsequent broadcast carry a different rate than original broadcast, the same may be stated [it is expressedly understood that initial broadcast would imply the content and episode development as well as its telecast; whereas the subsequent broadcast would imply its telecast time cost alone. You may refer to clause 7 of Section III - Scope of Work of the RFP also in this regard.

4. While giving rates, please classify the rate slab whether it is for the prime time or otherwise. Time slab may be indicated in detail. Further, Broadcast Fee for each of the channel mix considered for the bid be specifically indicated.