

Date: August 30, 2018

CORRIGENDUM-2
- TENDER NO. 2018AUG16/ T002122288

Subject: Selection of agency for developing creative content and launch of national level campaign for promotion of Entrepreneurial culture in the country

The following are pre-bid queries, responses and proposed amendment / changes made under the captioned tender. Rest all other terms and conditions of RfP shall remain unaltered.

Ref. in RfP	Existing provisions	Proposed amendments
Critical information – point No.7 & 8 on page 4 & 5. Address for bid submission/opening of minimum eligibility bid & technical bid.	Chief General Manager Small Industries Development Bank of India Promotion & Development Vertical Ground Floor, Videocon Tower E-1, Rani Jhansi Road, Jhandewalan Extension, New Delhi - 110055 Ph: 011-23682463 E-mail: sgoyal@sidbi.in	The Chief General Manager, Institutional Finance vertical Small Industries Development Bank of India, MSME Development Centre, C-11, G-Block, Bandra Kurla Complex, Bandra East, Mumbai – 400051 Ph: 022-67531360 E-mail: rudrapmishra@sidbi.in
6.A.(1.5)	1.5 Minimum deliverables a) 3 movies of 45 to 60 seconds each on different themes b) 3 inspirational and motivational movies on entrepreneurship of around 2-3 minutes each (along with smaller edits). c) 4 jingles of 30-40 seconds each. d) Internet banners, blogs contents etc. for new age mode of communication, whenever and wherever applicable.	1.5 Minimum deliverables a) 3 inspirational and motivational movies on entrepreneurship of around 3-4 minutes each (along with smaller edits of say 30/40/60/90 Seconds). b) 2 jingles/radio commercials of 30-40 seconds each, which can be made part of radio releases or such other medium as advised. c) Internet banners, blogs contents etc. for new age mode of communication, whenever and wherever applicable.

6.D	D. Develop suitable feedback/impact assessment methodology, which may include content updation of existing website and uploading evolved materials out of the assignment.	D. Develop suitable feedback/impact assessment methodology, which may include content updation of existing website and uploading evolved materials out of the assignment. The impact assessment shall be through an existing website of SIDBI. Towards content updation “Thinking of Entrepreneurship” and “Planning New Entrepreneurship” segments hosted on www.smallB.in would have to be updated. The content for the same shall be provided by SIDBI.
7.h. iv	<p>Evaluation of Commercial Bids</p> <p>Relative Commercial Score (RS_{com}) for each bidder shall calculated as follows:</p> $RS_{com} = C_{Low} / C \times 100$ <p>Where</p> <p>RS_{com} = Relative score for commercial bid of the bidder</p> <p>C = Commercial bid value for the bidder under consideration</p> <p>C_{Low} = Lowest commercial bid value out of all the eligible commercial bids obtained.</p>	<p>Evaluation of Commercial Bids</p> <p>Relative Commercial Score (RS_{com}) for each bidder shall calculated as follows:</p> $RS_{com} = \{C_{Low}/C \times 100\} + \{P_{Low}/P \times 100\}$ <p>Where</p> <p>RS_{com} = Relative score for commercial bid of the bidder</p> <p>C = Commercial bid value for the bidder under consideration.</p> <p>C_{Low} = Lowest commercial bid value out of all the eligible commercial bids obtained.</p> <p>P = Rate of Media Commission(MC) in % terms of the bidder under consideration.</p> <p>P_{Low} = Lowest Media Commission % out of all the eligible commercial bids obtained.</p> <p><i>(Illustrative example of Evaluation of Commercial Bid/calculation of RS_{com} is attached as part of Annexure VIII).</i></p>

Specifications for minimum deliverables: (to be read with proposed amendment)

- Movies/Audio-visuals shall be developed on digital media. The movies shall be of standard similar to
 - <https://www.youtube.com/watch?v=eYqEpuifLI8>
 - https://www.youtube.com/watch?v=m_AREWFSwdA

- https://www.youtube.com/watch?v=HbG_BdH375M
- The actors / sub casts can be new genre TV/ Movie star. Shooting location for movies to be with in India
- The movies shall be primarily for showcasing in India through TV, Social Media and other platforms supported/sponsored by SIDBI.
- Movies of indicated duration as also compressed versions (without distortion of message) to the satisfaction of SIDBI.
- While playing the Movies in Hindi/English language, these must also have subtitles in Hindi/English or vice versa.
(Deviations to above, if any, shall only be under prior written consent of SIDBI.)

Note: The movies in the links are for indicative reference only to facilitate submission of quotes. It does not intend to accord preference to any product/services and or makers.

Pre-Bid Queries and Response

S No	Clauses and page No RfP	Queries Raised	Proposed amendment / changes if any
1	Clause 4.2 - EARNEST MONEY DEPOSIT "All the responses.....period of 3 years" Page 9	The Company has till date submitted the RFPs wherein the EMD amount has not exceed a sum of Rs.5,00,000/- Hence we would request you to reconsider the EMD component.	No Change in the EMD amount
2	4.2.6 - EARNEST MONEY DEPOSIT "The EMD amount..... mentioned there in" Page 9	The arrangement in Clause 4.2.6 seems to be harsh on unsuccessful bidder. Request you to re consider the same.	No Change, as such the clause is standard.
3	Clause 6 - Scope of Work "To realize the envisaged objective.....out of the assignment." Page 21-22	<ul style="list-style-type: none"> • Is Social Media a part of this Scope of Work (SOW)? • Will media buying be a part of the SOW or will there be a different RFP for the same? • Should the commercial bid include third party costs viz; production of films, radio etc.? 	<p>Yes, SoW covers all the points mentioned.</p> <p>It is clarified that Print media is not covered.</p>
4	Clause 6 - Intellectual Property Rights (IPR) "SIDBI shall remain.....if any." Page 22	It is agreed that all the rights relating to the trademarks and copyrights independently created by the Agency in respect of advertising and publicity work including press advertisements, literature, lyrics, scripts for radio tapes and programme (s), scripts for TVC's, films and paid	No Change in the standard clause. IPR is subject to third party terms and conditions, wherever third party involved.

		for by SIDBI shall vest with SIDBI. With respect to music, radio spots, TV films, etc. generated by the Agency through third parties for SIDBI and paid for by SIDBI shall vest with SIDBI subject to third party terms and conditions, if any, as applicable and the same shall be abided by the SIDBI.	
5	TECHNICAL BIDS EVALUATION CRITERIA –AGENCY- Point No.3 No. of international assignments (aligned to objectives of assignment) completed for more than Rs 10 crore. Page 26	Does this 10 crores include media spends as well? We will not be able to provide work order / order copies / agreements for any of our client’s due to confidentiality norms agreed with them. Hence, we can only provide Certificate from our clients mentioning satisfactory performance.	No Change It is clarified that for International assignment, Media spend would be part of evaluation. However, apart from satisfactory proof and supporting evidence for the value of the contract as per RfP should be submitted.
6	Clause 10 - LIQUIDITY DAMAGES FOR DEFAULT IN SERVICES “In case of deficiency of servicesor nonperformance. Page 31	As an alternative to imposition of Liquidated Damages we propose revisions with the following verbiage: Conducting services up to the satisfaction of SIDBI / Underperformance is broader term & there are no parameters set for the performance. We propose that in case of failure of Agency to render services/ submit deliverables as per the agreed scope of work due to reasons solely attributable to Agency, then Agency shall render resubmit the deliverables within the agreed timelines.	No Change, as such the clause is standard.
7	TENURE: 11.1. “The tenureentered into.” Page 31	The tenure of the contract with the agencies, so appointed, would run for 6 months from date of appointment under this RFP. The content development should not take more than 3 months from the date of contract. The campaign shall be for at least 3 months after readiness of films/content/creatives. However, this would be subject to satisfactory performance of each agency, which would be solely adjudged by SIDBI. In case the performance of any Agency/ies is/are deemed	No Change, as such the clause is standard.

		unsatisfactory, their contract will be terminated as per the provisions of the "Termination of Contract" clause mentioned in the RFP	
8	Clause 13. USE OF CONTRACT DOCUMENTS AND INFORMATION "The agencyapproval of SIDBI" Page 32	Disclosure of information on a "need to know" basis to third parties who are deployed by the Agency for the Services to be rendered pursuant to the SOW shall be permitted by SIDBI without it's prior written consent.	No Change, as such the clause is standard. Further as per SI No 13.2 with SIDBIs written approval it can be shared.
9	Clause 14. SUBCONTRACTS "The agency.....this contract." Page 32	Being a creative agency, we engage in creative content development only, while the execution of the same is carried out by third party production houses under our supervision.	No Change, as such the clause is standard. Further its already mentioned that for services that are generally procured from outside agency in performing the activities envisaged under Scope of Work may be sub contracted. In all such cases also, the RfP bidder agency only, shall be single Point of contact for desired delivery of services.
10	Clause 15. COMPLIANCE IN OBTAINING APPROVALS/ PERMISSIONS/ LICENSES "The bidder...to the bidder" Page 32-33	We propose that for any default, misleading act on part of the Agency w.r.t the Services rendered to SIDBI under this contract, Agency's total and aggregate liability for any claims, liability, or damages arising under this Contract, either in tort and/or contract, shall be limited to a certain extent of Fee as shall be mutually agreed between the Parties if selected	No Change, as such the clause is standard.
11	Clause 16. Termination of Contract "In the event of....satisfactory by SIDBI" Page 33	In clause 16.4 – We propose that either Party shall have the right to terminate this Agreement by issuing a prior written notice of 30 days to the other Party without assigning any reason.	No Change, as such the clause is standard.
12	Clause 20. Taxes and Duties "The bidder shall.....to this RfP" Page 36	Either Party will be responsible for their respective tax compliances.	No Change, as such the clause is standard.

13	<p>Clause 22.1 Right in intellectual Property and materials</p> <p>“All the rights....from SIDBI.”</p> <p>Page 38</p>	<p>All the rights relating to the Trade Marks and Copy Rights in respect of publicity work generated by the Agency on behalf of SIDBI and paid for by SIDBI shall vest with SIDBI. Provided, that SIDBI would reimburse the Agency for any sum of money paid for assignment/licensing of the copy right as and by way of fee, charges, or otherwise as provide by the guidelines, regulation, rules, or policy of the professional body or association, with prior approval from SIDBI.</p>	<p>No Change, as such the clause is standard.</p>
14	<p>Clause 24 Conditional Bids</p> <p>Page 38</p>	<p>If selected, we may require certain clarifications on the clauses of the draft contract and the same shall be executed on mutually agreed terms therein.</p>	<p>No Change, as such the clause is standard. Standard contract would be executed on mutually agreed terms.</p>
15	<p>Clause 27</p> <p>Performance Bank Guarantee</p> <p>Page 39</p>	<p>PERFORMANCE BANK GUARANTEE (PBG)</p> <p>Clarity on the applicability of Clause 27.7 of the RFP <i>“If aggregated shortfall in achieving Service Level requirement exceeds 10% successively in two quarters or any three quarters in a financial year, SIDBI will, inter alia, be at liberty to invoke the performance guarantee within the ambit of Section 6.8.2 hereinabove in addition to other remedies available to it under the contract or otherwise.”</i></p>	<p>Contract is only for 6 months</p> <p>Amended clause may be read as <i>“If aggregated shortfall in achieving Service Level requirement is there, SIDBI will, inter alia, be, in addition to other remedies available to it under the contract or otherwise, at liberty to invoke the performance guarantee as indicated in Rfp.”</i></p>
16	<p>Clause 28 FORFEITURE OF PERFORMANCE SECURITY</p> <p>Page 40-41</p>	<p>Can be discussed and agreed upon on mutual terms, if selected.</p>	<p>No Change, as such the clause is standard.</p>
17	<p>Clause 29 Non-Disclosure Agreement (NDA)</p> <p>Page 41</p>	<p>NDA template shared shall be a Mutual NDA as either Party will be receiving and disclosing the Confidential Information.</p>	<p>No Change, as such the clause is standard.</p>
18	<p>Clause 31 RIGHTS TO VISIT</p> <p>Page 42</p>	<p>As per our global policy we do not agree to the said arrangement. We need to understand the intent for the same.</p>	<p>No Change, as such the clause is standard.</p>
19	<p>Clause 32 AUDIT</p> <p>Page 43</p>	<p>As per our global policy we do not agree to the said arrangement. We need to</p>	<p>No Change, as such the clause is standard.</p>

		understand the intent for the same.	
20	Clause 33 IPR INFRINGEMENT Page 43	For any default, misleading act on part of the Agency w.r.t the Services rendered to SIDBI under this contract, Agency's total and aggregate liability for any claims, liability or damages arising under this Contract, either in tort and/or contract shall be limited to a certain extent of Fee as shall be mutually agreed between the Parties, if selected.	No Change, as such the clause is standard.
21	Clause 34 Indemnity Page 43	We propose that for any default, misleading act on part of the Agency w.r.t the Services rendered to SIDBI under this contract, Agency's total and aggregate liability for any claims, liability, or damages arising under this Contract, either in tort and/or contract, shall be limited to a certain extent of Fee as shall be mutually agreed between the Parties, if selected. We would propose for a counter indemnity from SIDBI for the proposed contract.	No Change, as such the clause is standard.
22	Clause 35.1 Limitation of Liabilities Page 46	We propose the following verbiage for the Clause 35.1 "in no event shall either party be liable with respect to its obligations under or arising out of this agreement for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of bidder / service provider, arising at any time shall not exceed certain extent of Fee as shall be mutually agreed between the Parties if selected.	No Change, as such the clause is standard.

23	Clause 35.2 Conflict of Interests Page 46	We need to have a better understanding on the said clause. Further, to mention that we do handle BFSI clients but can ensure that the team handling SIDBI will not handle similar accounts.	No Change, as such the clause is standard. The agency should strictly avoid conflict of interest with other assignments or their corporate interests.
24	Clause 36.9 “The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the SIDBI.” Page 50	We propose that the confidential obligations shall survive only for the Term of the Agreement.	No Change, as such the clause is standard.
25	ANNEXURE – II APPLICATION FOR SELECTION OF AGENCY Page 53	We hereby offer to submit our request for Selection of Agency of SIDBI for six months as per proposal reference Tender RFP No. T002122288 (Tender-agency for developing creative content and launch of national level campaign for promotion of Entrepreneurial culture in the country) dated August 16, 2018. We have read, and understood the content of RFP and further agree to accept and abide by the terms & conditions specified therein, subject to certain deviations as mentioned in Annexure VII – Statement of Deviations.	No Change, as such the clause is standard.
26	Annexure II Point No. 12, Page 57	We will be providing a Certificate from a Tax auditor of the Company.	No Change CA certified statements / Certificate from Statutory auditor is already mentioned in the documents required for verification
27	Annexure III Points(s) – 1,2 & 10 Page 59	We will be providing a Certificate from a Tax auditor of the Company.	No Change CA certified statements / Certificate from Statutory auditor is already mentioned in the documents required for verification
28	Annexure III Point 7 Page 59	As CIBIL is a private and confidential document we will not be able to provide you with the same.	Self-certification on company letterhead to be submitted. However, SIDBI reserves the right to independently verify the same.
29	Technical bids Evaluation Criteria Page 26	Does the international assignment need to align with specific objective or can it be for any assignment?	International assignment has to be aligned to any theme / objective and of value as, specified in the RfP.

30	Commercial Bids Annexure VIII Page 65	Should the fee quoted only for creative development and not inclusive of production and execution or should it be comprehensive cost?	Commercial bid would be comprehensive for end to end solution. Revised Commercial Bid Format VIII may be referred.
31		What will be the cost payouts for adaptations, language translations and versions etc.	The financial bid should be all inclusive and cover Hindi and English
32		Does the fees include third party and / or TBL costs that agency may incur for completing the assignment?	Yes, it's all inclusive cost.
33		Will the copyrights for all intellectual properties be for the perpetuity?	For jingle and symbol, it has to be in perpetuity. For others at least 3 years from the date of acquisition
34		Do the number of deliverables mentioned in the content development pertain to period of maximum 6 months as mentioned in the RfP.	Minimum deliverables shall be completed within 6 months from the contract date and further activities can be decided in due course depending on the campaign strategy, budget and effectiveness.
35		If the number of deliverables increase from the numbers mentioned in the content development schedule what will be mode for assessing the pro-rata rates or otherwise?	If there is any change it would be on mutually agreed terms with selected agency.
36		What does any other fees include?	Certain value addition suggestions, if any, to make campaign effective or if agency intends to charge any other fee, it should quote it upfront, which will be considered for commercial evaluation.
37		Will the releases in Media be handled by the agency selected for empanelment? If so what would be media commission paid to the agencies for various media?	Yes, the agency should quote the same in the commercial Bid. Media coverage other than print media.
38		Will the releases be at DAVP rates or at non-DAVP rates?	The rates quoted lowest would be considered for commercial bid.
39		If consortiums are allowed for this tender for the purposes of applying for this tender.	No. Consortiums are not allowed. Further, SI No.14-SUBCONTRACTS- in RfP as specified may be read.
40		SIDBI already has a set of empaneled agencies. The empaneled agencies can be briefed for this requirement?	Details are already specified in RfP

41	TEHCNICAL BIDS EVALUATION CRITERIA – AGENCY, Point No. A1 Page no. 26	Experience of the agency in similar kind of campaign and providing fully comprehensive services (creative contents, arranging outputs in form of films/videos/other modes, media planning & buying, conducting campaigns/ road shows/ events)- To qualify for 15 marks, is it sufficient to produce a single work order which is dated earlier than 10 years or do work orders need to be submitted for each of the preceding 10 years?	The agency to satisfy SIDBI with adequate proof (example audited accounts indicating such earnings or letter from client etc.) about continued/periodical services being rendered for period equal to or more than that indicated in the evaluation parameter.
42	Annexure III MINIMUM ELIGIBILITY CRITERIA – AGENCY, Point No. 1 Page no. 59,	The agency should have minimum revenue of Rs. 75 Crore and above during 2015-16, 2016-17 and 2017-18 in each financial year. Kindly clarify that in this case, does revenue mean billing?	Revenue means, Sales turnover as appearing in the audited/CA certified Profit & Loss statement of the agency. CA certified statement / Statutory auditor certificate for revenue of ₹ 75 crore or above.
43	Page no. 57, Point No. 11	The table asks for details like Sales Tax no., VAT/WCT No., Service Tax No., etc. These taxes are no longer applicable and have been replaced by GST. We will furnish our GST details. Trust the same is ok.	Whatever is not applicable may be written NA and GST details may be furnished.
44		Will the agency doing the creatives also be entrusted with the task of media releases?	Yes, its end to end solution.
45		Technical Evaluation Part B presentation to be submitted along with the technical bid	No, date for presentation by eligible agencies would be communicated separately.
46	Annexure III Point No.3 Page No.59	Proof of the same. (such as sanction copies from agency for whom campaign carried out.)	Proof of the same (such as sanction copies /certificate etc.) from client for whom campaign has been carried out

REVISED ANNEXURE VIII**PARTICULARS FOR SELECTION OF AGENCY
- COMMERCIAL BID
(to be submitted on their letter head)**

Date:

The Chief General Manager
Small Industries Development Bank of India (SIDBI)
Promotion and Development Vertical
Ground Floor, Videocon Tower
E-1, Rani Jhansi Road, Jhandewalan Extension,
New Delhi - 110055

We hereby offer to submit our request for Selection of agency of SIDBI for six months as per proposal reference Tender No: **T002122288** (Tender- for developing creative content and launch of national level campaign for promotion of Entrepreneurial culture in the country) dated: August 16, 2018. We have read, and understood the content of RfP. We unconditionally accept & abide by the terms & conditions specified therein.

Sr. No.	Brief Contents / Particular	Per unit cost (in ₹)*	Total	Remarks, if any
1	Production of movie (Includes Concept Development, Script, Production Supervision, etc.) - end to end solution			
2	Production of Jingle/Radio commercial (includes Concept Development, Script, Production Supervision, etc.) - end to end solution			
3	Symbol/statue/sculpture reflecting spirit of entrepreneurship			
4	Impact Assessment Fee			
5	Any other charges (In absolute Numbers) example social media release or other innovative ways suggested by the agency etc.			
	Total Fees			
6	Rate of Media Commission (MC) in %			

* Amounts quoted above are inclusive of all costs, GST, duties, cess, levies, cost of making deliverables etc. Any change in the GST rates after date of submission of the bids will be reimbursed at actuals.

I/We here by certify that all particulars given above are correct and true to the best of my/our knowledge.

I/We certify that if appointed for assignment, I/We shall appoint separate teams for any competing clients who are in same business as SIDBI to avoid clash of interest and maintenance of confidentiality.

In case at any stage, it is found that the information given by me/us is false/incorrect, SIDBI shall have the absolute right to take any action as deemed fit (including termination of contract and or black list and debar), without any prior intimation to me/us.

Date:

Signature of authorized person for and on behalf
Designation/Seal of Agency

Illustrative example of Evaluation of Commercial Bid:

Combined Commercial Score												
		In Rupees thousands (rounded upto 2 digits)							In %			
SI No	Agency Name	Production of movie (Includes Concept Development, Script, Production Supervision, etc.) - end to end	Production of Jingle/Radio commercial (includes Concept Development, Script, Production Supervision, etc.) - end to end	Symbol/ statue/ sculpture reflecting spirit of entrepreneurship	Impact Assessment Fee	Any Other Charges	Sub Total	Normalized Score	Rate of Media Commission (MC)	Normalized Score	Total	
		TOTAL FEES					C	$\frac{C_{Low}}{C} \times 100$	P	$\frac{P_{Low}}{P} \times 100$	RS _{com}	
		a	b	c	d	e	$f=(a+b+c+d+e)$	g	h	i	$j=g+i$	
1	ABC	20	10	25	5	6	66	100.00	3.00%	83.33	183.33	
2	PQR	25	15	30	7	10	87	75.86	2.50%	100.00	175.86	
3	XYZ	27	10	20	4	12	73	90.41	3.00%	83.33	173.74	
4	MNO	30	12	20	5	10	77	85.71	2.75%	90.91	176.62	