



DELHI STATE LEGAL SERVICES AUTHORITY

(Constituted Under the 'Legal Services Authorities Act, 1987', an Act of Parliament)

Under the Administrative Control of High Court of Delhi

Central Office, Patiala House Courts Complex, New Delhi - 110001

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Ref. No . 02/DSLSA/Proc./Documentary/22-23 /4075

Dated: 12/04/22

Tender for Making an Ad-Campaign cum Documentary on DSLSA

Delhi State Legal Services Authority intends to invite sealed tenders from eligible agencies all across India to produce an Ad-Campaign cum Documentary in three parts of 1.5-2 minutes each to leverage the benefits of new age methods to achieve its very objective of creating legal awareness in the society and making people aware about existence of DSLSA-its services, activities, helpline number etc. for enforcing their rights before appropriate Authorities. The said Ad-Campaign cum Documentary shall be in three parts i.e. covering the cause of Senior Citizens, Females and Children including victims of domestic violence/POCSO etc.

Tender Documents can be collected from the Office of the Member Secretary, Delhi State Legal Services Authority, Central Office, Patiala House Court, New Delhi-110001 from 12/04/2022 to 18/04/2022 on any working day between 10:00 A.M. to 4:30 P.M. on payment of Rs. 1000/- by demand draft/pay order (non-refundable) favouring "Delhi State Legal Services Authority" payable at New Delhi/Delhi. Eligible agencies may submit their application in a sealed envelop superscripting "Application for Ad-Campaign cum Documentary on DSLSA". The Tender documents can also be downloaded from DSLSA website www.dslsa.org and submitted alongwith separate demand draft/pay order towards tender cost of Rs. 1000/-(Non-refundable). In the event of the last date specified for receipt and opening of the proposal being declared as a holiday for DSLSA, the due date for submission and opening of bids will be the next working day following the declared holiday at the appointed time. Any modification/corrigendum issued with regard to this tender document shall be uploaded only on DSLSA website www.dslsa.org

Bidders are requested to please visit DSLSA website regularly for any updates/corrigendum.

The Technical and Financial Bids should be sealed in separate envelopes both of which should be placed in one large envelope and sealed properly. The main sealed tender/bids to be submitted should be superscribed with **"Tender for Ad-Campaign cum Documentary on DSLSA"** and addressed to the Member Secretary, Delhi State Legal Services Authority, Patiala House Courts, New Delhi-110001 or should be submitted to the Reception Counter of DSLSA latest by 19th April, 2022 till 11 A.M.

This Tender would be opened on 19th April, 2022 at 12 noon at DSLSA, Patiala House Courts, New Delhi. The Member Secretary, DSLSA reserve the right to accept/reject any or all the tenders. The Financial Bids only of those Bidders, who qualify the technical terms of Tender Document will be opened.


MEMBER SECRETARY

TERMS & CONDITIONS


1. Only those firms which in their individual capacity satisfy the following criteria need to quote for this tender and the bids submitted by the bidders who do not fulfil the eligibility criteria will be summarily rejected.
2. The cover of the Tender should be sealed and/or properly superscribed or marked. DSLSA will assume no responsibility for misplacement or premature opening of the Bid.
3. The Tenderer shall bear all costs associated with the preparation of the Tender including cost of preparation for the purpose of clarification on the Tender, if so desired by DSLSA. The DSLSA in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
4. A copy of this Tender document duly signed and stamped (each page) by authorized signatory of the bidding firm/agency as a token of acceptance of all terms and conditions of this tender.
5. The bidder should be a registered organization having registered office in India and minimum five years market presence within India. The bidder should have expertise in making short documentary films. (Company profile should be attached).
6. The bidder should have required infrastructure and manpower.
7. The agency so selected should have capacity to perform the entire stage of assignment without outsourcing the same to any third party.
8. Incomplete Tenders are liable to be rejected.
9. The Tenderers should fill the rates both in figures as well as in words. The Tender form may be filled in English and all entries must be handwritten in ink. Overwriting of rates is not permitted. Correction, if any, should be attested by the Tenderers with his initials. If there is a discrepancy in rates between figures and words, the least amount will be considered.
10. Declaration for Earnest Money Deposit (EMD) as per Annexure-B needs to be submitted with the Technical Bid. In case the Declaration is not



submitted with Technical Bid, the tender is liable for rejection without any notice.

11. Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof after acceptance of tender. In case the agency fails to observe and comply with the stipulations made herein or backs out after quoting the rate, the bidder will also liable to be debarred/blacklisted from participating in the tendering process of the DSLSA in future, and/or be fined.
12. When deemed necessary, DSLSA may seek clarification on any aspect from the tenderers. However, that would not entitle any Tenderer to change or cause any change in the rates. All expenses for preparation of documents and meetings, if any, will be borne by the Tenderer.
13. DSLSA may waive off any minor infirmity or non-conformity in the Tender which does not constitute a material deviation, provide such waiver does not prejudice or affect the relative ranking of other Tenderers. The decision of DSLSA in this regard will be final.
14. DSLSA will not provide any transport, food or any accessory for proper discharge of duties by the agency's workers. The rate quoted by the bidder shall be inclusive of the charges like crew/staff, transportation, assemble, dismantle, insurance, freight, clearance and loading or unloading and conducting of the event on site as identity by DSLSA.
15. DSLSA will award the contract to the Tenderer whose Tender has been determined to be substantially responsive and has been determined to execute the job satisfactorily. DSLSA shall however not bind itself to accept the lowest or any tender, wholly or in part.
16. The successful bidder shall submit the Performance Security Money to the value of 3% of the basis value of contract in the form of Demand Draft drawn in favour of "Delhi State Legal Services Authority" payable at Delhi/New Delhi within three days from the date of receipt of initial order. The security money shall be forfeited by order of DSLSA in the event of any breach or negligence or non-observance of any condition of contract or in case the job is delayed beyond the period stipulated by DSLSA. The performance/security money so deposited will be retained till conclusion of the job and refunded along with full payment without



- any interest. The final work order will not be issued unless the Performance Security money is submitted by the successful bidder.
17. Security money shall be liable to be forfeited in the event the agency fails to complete the job within the stipulated time or if the job is not done satisfactorily as per the requirements. If the successful bidder backs out after award of the contract, Performance Security Money is liable to be forfeited.
 18. Permanent Account no. (PAN) allotted by the Income Tax Authorities and GST no. allotted by GST Department must be mentioned in Annexure –A. Without which the Tender is liable to be rejected.
 19. DSLSA reserves the right to accept or reject any Tender, and to annul the Tender process and to reject all bids at any time prior to award of the contract, without thereby incurring any liability to the affected Tenderer or Tenderers on the ground of DSLSA's action. The decision of DSLSA in this regard would be final and binding.
 20. DSLSA and the agency shall make every effort to resolve amicably by direct informal discussions, any disagreement or dispute, arising between them under or in connection with the contract. However, any unresolved disputes would be subject to the jurisdiction of Delhi Courts only.
 21. The DSLSA will have the discretion to award the contract to any other agency. In such a situation, the other agency shall work at the lowest rate.
 22. In the event of any negligence or unsatisfactory execution on the part of the agency, DSLSA will have the right to forfeit the Performance Security money and to recover penalty as it deems appropriate from the amount payable to the agency against their bill(s). If deemed necessary, the agency may also be blacklisted for future.
 23. The financial proposals of only those parties would be opened whose credentials (Technical Bids) are found up to the satisfaction of the designated committee of the Trust, whose decision would be final and binding.
 24. Bidders should observe the highest standard of ethics during the award and execution of such contract. DSLSA will reject a proposal if it is found
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that the Bidder recommended for award has engaged in corrupt or fraudulent practice (s) while competing for the contract in question.

25. The bids submitted by the Tenderers shall be valid for a minimum period of 90 days computed from the date of opening of the bids.
26. The full and final payment would be released only after seeing the quality of film in Pen Drive in HD Resolution by this Authority.
27. The selected bidder shall perform the assignments and carry out their obligation with due diligence and efficiency, in accordance with generally accepted technology and safe practice used in the industry. It shall employ appropriate advanced technology and safe and effective equipment, machineries, materials and methods. DSLSA, reserves the right to inspect the performance of the bidder prior to commencement or in between the work progress. The inspection, may cover all areas related to the assigned work order, especially manpower, equipment etc. DSLSA reserve the right to cancel the work order issued to the bidder at any time including the time after the completion of the assigned work without assigning any reason. In case the work order is cancelled than the cost incurred will be borne by the bidder and under no circumstances the bidder shall be eligible for any payment or damages from DSLSA.

28. PAYMENT TERMS

- I) Payment will be made only after satisfactory completion of work as determined by DSLSA
- II) Payment shall be subject to deduction of any amount for which the bidder is liable as per the penalty clause of this tender document, further all payments shall be made subject to deduction of the TDS (Tax deduction at source) as per the Income Tax Act, 1961 and any other law of taxes and/or, for the time being in force.

SCOPE OF WORK


- A) The documentary shall be shooted in 3 parts and each part shall have the duration of 1.5-2 minutes.
 - B) The firm shall cover all aspect of the project-covering the cause of senior Citizens, Females and Children including victims of domestic violence/POCSO etc.
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- C) The voice over shall be in Hindi with English subtitles (only where required)
- D) The project must be completed within 45 days from the release of work order.

THE WORK/COST INCLUDE

- A) Concept, script, background music.
- B) Hiring of all necessary equipment for shooting of this short film.
- C) Hiring of Narrator/Anchor
- D) Will be responsible for post-production
 - (i) Studio hire for editing charges
 - (ii) Animation charges
 - (iii) Music compositions and voice over charges. The music taken for background, support etc. should be royalty-free
 - (iv) Any other charges.
- E) Travel, boarding and lodging for the entire crew.
- F) Any charges for Arial shooting. However, the required permission will be taken by the DSLSA with regard to permission for doing shooting inside and outside of the Court/Office premises & the remaining permission of shooting shall be taken by the firm/ Agency at the earliest.
- G) Delivery in the format: Pen drive/Hard Disk drive.

PENALTY CLAUSE

- A) The successful bidder shall not refuse to accept DSLSA work order under any pretext. The work order can be collected from the Office of DSLSA, or if convenient to the bidder, it can be mailed to them. The bidder shall start the work within 5 days of the date of the work order.
 - B) Upon recurrence of default on three of occasion in the discharge of service obligations, DSLSA would be free to forfeit the defaulting bidder's security deposit, revocation of bank guarantees and/or termination of the contract for default.
 - C) If at any time during performance of the work order, the bidders encounter condition impeding timely performance of the ordered
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service, the bidder shall promptly notify DSLSA in writing of the fact of the delay, its likely duration and its cause (s)

SPECIAL CLAUSE

- i) The master copies of the film and the edited film will be the sole property of DSLSA which would not be used by the bidder in any form without permission from the Member Secretary, DSLSA.
- ii) The main objective of this Documentary is to create legal awareness in the society and making people aware about existence of DSLSA-its services, activities, helpline no. etc. for enforcing their rights before appropriate Authorities. As such, a high quality audio-visual impact on the viewers last for a long time and would be more impactful in spreading awareness. Bidders are required to submit in a pen drive the brief presentations of the above mentioned 03 subjects i.e. covering the cause of Senior Citizens, Females and Children including victims of domestic violence/POCSO Act. On the basis of these presentations, the suitability of the bidders will be assessed by this Authority. In case, the quality of lowest bidder selected does not meet the objective of required documentary, this Authority retains its right to reject the said bid and proceed further to accept the next lowest bidder on the basis of its presentation and so on.

ARBITRATION

DSLSA and bidder will make every effort to resolve amicably, by direct negotiation, if any disagreement or dispute arises between them under or in connection with the work order. If any dispute will arise between parties on aspect not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these expect as to any matter the decision of which is specially provide for by the general or the special conditions, such dispute will be refereed to arbitrators to be appointed by DSLSA and the award of the arbitration, as the case may be, will be final and binding on both the parties. The award of arbitrator or the umpire as case may be, will be final and binding on both the parties. The arbitrator or the umpire as case may be, with the consent of parties may modify the time frame for making and

publishing of award. Such arbitration will be governed in all respect by the provision of Arbitration and Conciliation Act, 1996 and rules there under and any statutory modification or re-enactment or amendments, thereof. The arbitration proceeding will be held in Delhi only.

- 29 Tender will automatically stand cancelled if any undue influence or canvassing for selection is made by the bidder.
30. The Member Secretary, DSLSA, reserves the right to accept/reject any or all the tenders without assigning any reasons.

MEMBER SECRETARY



