

**Minutes of Pre-Bid Meeting for hiring of Communication Agency under Global Fund Grant
(Bid Ref. No. FIND/Communication Agency/72/2021)**

The Pre-Bid Meeting was held on 17th September 21 at 3:00 PM over Zoom online meeting platform and following were attended.

FIND India officials:

- 1) Dr. Archana Beri (Medical Officer)
- 2) Dr. Vidya Nidhi (Sr. Microbiologist -QMS)
- 3) Ms. Madhu Agarwal (Sr. Procurement Officer)
- 4) Mr. Jagdeesh Upreti (Procurement Assistant)

Bidder's representative/s from:

- 1) M/s Digital Depiction
- 2) M/s Storytellers
- 3) M/s The Visual House
- 4) M/s Digital Jalebi
- 5) M/s Promodome Communication
- 6) M/s Asrama Productions

Proceedings of Pre-bid meeting are as below:

1. At the outset, an introduction round was conducted. After that, FIND India's representatives provided a brief about the purpose of this Pre-bid meeting.
2. Thereafter, prospective bidders were requested to put up their queries related to scope and terms & conditions given in the Bid Document.
3. The queries from prospective bidders were appropriately responded.
4. The response to the queries sought by prospective bidders through email and during the pre-bid meeting are summarized in the table given at **Annexure-A**.

The Pre-Bid Meeting ended with vote of thanks.

Responses / Amendments (Amendment No.1) with regard to queries/suggestions received from perspective bidders

Sl. No.	Para / Clause Reference in the Bid Document	Description of Para / Clause in the Bid Document	Query/Suggestions as received from prospective bidders	Response (plain text) / Amendments (bold text)
1.			What is the travel estimated for the live shoots (ex - Delhi)? If that has not been decided as yet can we add Travel/ Boarding/ Lodging at actuals without giving exact numbers at the moment?	The total number of training videos expected are 200, to be completed in batches of 40-50 videos (refer Point C – objectives under Section IV Terms of Reference). It is expected that 10-12 videos will be live shoots. Most shoots are expected at Bangalore.
2			Do you require actual supporting films along with the bid or would YouTube links work?	A link to the video is fine. However, the video should be downloadable at FIND's end.
3	Page No. 21	Technical Criteria" Page 21 "Here the bidder is expected to submit a one minute video that may comprise of slides and voice over, and at least two animated graphics basis their understanding of the SOW/TOR	<p>Technical Criteria" Page 21 "Here the bidder is expected to submit a one minute video that may comprise of slides and voice over, and at least two animated graphics basis their understanding of the SOW/TOR</p> <p>1. Please clarify if we need to submit a demo video using FIND India's content or a general video from our previous projects? If we need to submit a demo video using FIND India's content, please</p>	<p>The bidders should submit a brief concept on a PPT link given at Annexure- D of this document, to allow bidders to develop a demo video.</p> <p>Animation would be sufficient and live shoot may not be required for the purpose.</p>

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			share a brief document/ PPT. Also, please clarify if we need to share an animated video or a shoot based video?	
4		<p>Page no. 20 point no. 5</p> <p>The bidder should not be blacklisted/suspended by any central Govt. / state govt. / PSU/gov.bodies/nationalized Banks/any international agencies at the time of the bidding process.</p> <p>Undertaking on stamp paper to be submitted by the Authorized signatory.</p>	.Kindly advise on the amount of stamp paper & a format, if any.	The undertaking shall be on 50 Rupees Stamp paper. Format of undertaking attached as Annexure-B of this document.
5			Are there any reference videos which could be shared with us, so that we can get more clarity on exactly what is required?	Link of sample video provided at Annexure- C of this document.
6			Do we require any sort of character animation in the videos ?	Character animation is not mandatory but encouraged.
7			Is it mandatory to submit a one minute video, as mentioned in the point 1 of Technical Criteria or we can also submit one of our previous works?	FIND has provided a brief concept on a PPT in Annexure D, to allow bidders to develop a demo video. Animation would

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				be sufficient and live shoot may not be required for the purpose.
8			Are we required to submit all the documents at the time of bidding or are they to be submitted after the bidder is selected?	All documents as mentioned in RFP, need to be submitted with the proposal on or before the bid submission date.
9			<p><u>Questions for Training Videos:</u></p> <ul style="list-style-type: none"> a. Please provide a reference video to assess production quality/treatment/graphics required b. Which language is the on-screen-text (presentation content) in? <ul style="list-style-type: none"> o In which language would the voiceover be required c. Does the script need to be translated into another language? <ul style="list-style-type: none"> o Do we need VO in another language? d. Do we need to translate the on-screen text (presentation content) and/ or voiceover in other languages? e. Will you share all the visuals for the videos? 	<ul style="list-style-type: none"> a. Refer annexure- C of this document. b. English c. No d. No e. FIND India will provide technical content of the

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			<p>f. How many slides does each presentation have? Can you share a sample presentation so that we can understand the scope of animation.</p> <p>g. After animating the presentation, are you expecting additional graphics/animation in the final video output?</p>	<p>proposed videos as per the RFP.</p> <p>f. Each presentation of topic could be of 15 slides on average. Refer annexure-D of this document for sample presentation.</p> <p>g. It is expected that the process of creating the animations will be in discussion with FIND India staff. However, additional graphics/animation in final video may be required in a few cases.</p>

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10			<p><u>Questions for Diagnostics Machine Shoot:</u></p> <ul style="list-style-type: none"> a. Please provide a reference video to assess production quality/treatment/graphics required b. How many diagnostic machines are we shooting? c. Please share a list of the locations where the shoots will take place and how many machines are in each location? d. Who will provide the base content needed for scripting the videos? e. In which languages are the voiceover and on-screen-text required? f. What kind of elements/details do you expect in the storyboard? (stock shots/hand-sketches) g. Can you share a sample storyboard? 	<ul style="list-style-type: none"> a. Link provided at Annexure-C. b. The shoot is expected to capture the process of testing on not more than 10-12 main equipment. The associated ancillary equipment will be included in the shoot of the process beyond this number. c. The majority of shoot is expected to be done at the National Reference Laboratory at NTI Bangalore. d. FIND India technical team will provide technical content. e. English f. Animated with Graphics also FIND India will

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				provide the story board after award of contract g. Yes, link attached in Annexure D of this document.
11	Page No. 38	Payment term-: 100% payment shall be made to the agency on pro rata basis after completion of work and confirmation from FIND India personnel's and submission of invoice to FIND India	What does <i>pro-rata basis after completion</i> refer to? Does it mean that payment will be made after we submit all the deliverables or we raise invoice after submitting every batch of work?	Pro-rara payment means, payment shall be made for each batch of completed work after submission of all required documents.
12	Page No. 51	The client shall pay the Agency's invoices within sixty (60) days after the receipt by the Client of such invoices with supporting documents. Only such portion of invoices that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Agency, the Client may add or subtract the difference from any subsequent payments.	Are the payment terms negotiable? Can you share examples of discrepancies in the above highlighted scenario?	No, payment term is not negotiable. FIND India technical team will review the task completed by the selected agency against the committed deliverables based on which the payments will be made. The payment will be made only for the completed task. Example: - if agency generated an invoice of INR 50,000, and on review it is found that only 80% of the task has been completed INR 40,000 will be paid to

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				agency. Remaining INR10,000 will be paid after completion of the remaining task.
13	Page No. 15	<p>Performance Security: Within fifteen (15) days of the receipt of letter of acceptance from the purchaser, the successful bidder, if required, shall furnish the performance security, amount as mentioned in the bid data sheet in accordance with the general conditions of contract (GCC), using the Performance Security form included in section IX: contract forms, or another form acceptable to the purchaser. Failure of the successful bidder to submit the above-mentioned performance security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the purchaser to be qualified to perform the contract satisfactorily. The validity of the performance security shall be for a period of 60 days beyond the date of completion of all contractual obligations.</p>	<p>The highlighted word “Bid Security” is not mentioned in the RFP. There is a mention of “Bid Security Declaration” that states the bidder will be suspended from being eligible for bidding in any contract with the Purchaser for the period of 2(two) years starting on the date of suspension, if bidder is in the breach of our obligation(s) under the bid conditions. Further, please share the Performance Security form</p>	<p>Bid Security is not required for this procurement. The agency needs to submit “Bid Security Declaration” in place of “Bid Security”. Refer Annexure-1 for Bid Security Declaration format.</p> <p>Performance security format attached at Annexure-E of this document.</p>
14	Poing no. 25 Page no. 24	<p>Performance Security Amount: This will be between 3-10%% of the total contract. The exact percentage and amount which will be clarified at the time of the contracting stage.</p>	<p>Can you specify the exact percentage of the amount?</p>	<p>Performance security would be 5% of total contract value.</p>

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15		<p>Clause 19.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following: -</p> <p>a) They have at least one controlling partner, director, or shareholder in common</p>	<p>In case, two or more agencies of the same group participate without being aware of the other agency participation, will all the agencies be rejected?</p>	<p>In case, two or more agencies of the same group will participate, proposal of both agencies will be rejected.</p>
16	Clause 5- Page no. 7	<p>Conflict of Interest – FIND India requires that the agency provides professional, objective, and impartial advice and at all times hold the FIND India’s interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interests and act without any consideration for future work.</p>	<p>In order to understand the conflict of interest scenarios better, we would request you to share some examples of the above scenario. Also, if you may share the companies which are currently part of preparation/implementation of this project</p>	<p>Some ‘Conflict of interest’ scenarios are described in RFP at page no-7.</p>
17	Clause 9.4 a – Page no. 8	<p>A brief description of the agency’s organization and will be provided in Form Tech-2. In the same form, the Agency will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each assignment/job, the outline should indicate the names of professional staff who participated, duration of the</p>	<p>The highlighted documents are confidential. Are there any alternative documents that can be shared?</p>	<p>These are the essential documents for evaluation of proposals.</p>

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		<p>assignment/job, contract amount, and agency's involvement. Information should be provided only for those assignment/jobs for which the agency was legally contracted by the client. assignment/jobs completed by individual professional staff working privately or through other consulting firms cannot be claimed as the experience of the agency, or that of the Agency's associates, but can be claimed by the professional staff themselves in their CVs. Agencies should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award/copy of contract for all the assignments mentioned in the proposal</p>		
18	Page No. 38	Duration of the Assignment - Duration of the Assignment The materials will be produced in batches of 40-50 videos each, spanning 18-24 months starting October 2021	Since the project start date has already passed, what will be the new project start date? Is it January 2022 as mentioned in the RFP?	The Assignment start date shall be 7 days from 'Letter or award/Notification of award' to the selected agency.
19			In case we are selected partners, we would like to negotiate on the contract terms. Request if you may share the soft copy of the agreement and we may share our suggestions in track mode.	Yes, The draft Agreement shall be shared with selected agency for their review before finalization and signature.
20			For video 1 and 2 you have mentioned " Videos comprising visuals (primarily text) overlaid with voiceovers" - Is it visuals or just text or will there be both	This is for both, refer sample PPT and videos at Annexure-C and D of this document.

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21			For item 3 and 4 it's mentioned " Conceptualise and shoot videos at partner sites (such as NTI Bangalore or nearby) showcasing the functioning of diagnostic machines" - Can you'll share reference of these videos we couldn't find it in there website	Refer Annexure-C for Video link.
22	Page no. 36	Conceptualise and shoot videos at partner sites (such as NTI Bangalore or nearby) showcasing the functioning of diagnostic machines	For item 3 and 4 kindly clarify for the shoot part in these videos what will be the various components in it	Refer sample PPT and videos at Annexure-C and D of this document.
23	Page no. 22	Organization Capability and prior experience:	How to share the videos to show the organization capability, because the size of video is too heavy.	Video can be shared through link.

Annexure B

Format of Undertaking for Non-Blacklisting

This is to Certify that M/s..... having registered office is not blacklisted/suspended by any central government/State government/PSU/government bodies/nationalized banks/ any international agencies at the time of the bidding process.

For M/s...

Signature and stamp

Annexure C

Sample Video Link-:

https://drive.google.com/file/d/1157i3_xIxPls2vfvkMeppw4wI5h5Oakc/view?usp=sharing

Annexure D

PPT of the Concept and Story Board

Link-: <https://docs.google.com/presentation/d/1Jxy-6gy3gM7iw5q8zZGCyiozWTFhWju7/edit?usp=sharing&ouid=103128452871385474969&rtpof=true&sd=true>

Performance BANK GUARANTEE
[On the letterhead of the Bank]

Date:

To:

The Director
Foundation for Innovative New Diagnostics, India
Registered office: Flat No. 8, 9th Floor,
Vijaya Building, 17 Barakhamba Road, New Delhi- 110001

Dear Sir

Performance Bank Guarantee

You entered into a contract dated.....with..... ("**Agency name**") titled.....Contract.....Project for certain works and services ("**Works**") to be undertaken by the agency ("**Contract**").

We,(Bank name). , irrevocably and unconditionally undertake with you that whenever you give written notice to us stating that in your sole and absolute judgment the Contractor has failed to observe or perform any of the terms, conditions or provisions of the Contract on its part to be observed or performed, we will, notwithstanding any objection which may be made by the Contractor and without any right of set-off or counterclaim, immediately pay to you or as you may direct such an amount as you may in such notice require not exceeding the sum equivalent to **5** % of the Accepted Contract Amount ("**Guaranteed Sum**").

This Bank Guarantee for Performance ("**Guarantee**") is valid and will continue to be valid from the date of this letter for the Guaranteed Sum till This Guarantee will automatically become null and void by the end of this validity period.

Any payment by us in accordance with this Guarantee must be in INR or immediately available and freely transferable **currency** free and clear of and without any deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed.

Our obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations, do not require any previous notice to or claim against the Contractor and will not be discharged or otherwise prejudiced or adversely affected by any:

- time, lenience or tolerance which you may grant to the Contractor;
- amendment, modification or extension which may be made to the Contract or the Works executed under the Contract;
- intermediate payment or other fulfilment made by us;
- change in the constitution or organisation of the Contractor; or
- other matter or thing which in the absence of this provision would or might have that effect, except a discharge or amendment expressly made or agreed to by you in writing.

This Guarantee may not be assigned by you to any person, firm or company other than an Affiliate, without our prior written consent, which must not be unreasonably withheld. You must notify us in writing of any assignment, after which we must make any payment claimed under this Guarantee to the person, firm or company specified in the notice which will constitute a full and valid release by us in relation to that payment.

Any notice required by this Guarantee is deemed to be given when delivered (in the case of personal delivery) or forty-eight (48) hours after being despatched by prepaid registered post or recorded delivery (in the case of letter) or as otherwise advised by and between the parties.

We agree that part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our abilities under this Guarantee without notice to us and without the necessity of any additional endorsement, consent or guarantee by us, provided, however, that the Guaranteed Sum does not increase or decrease.

No action, event or condition which by any applicable law may operate to free us from liability under this Guarantee will have any effect. We waive any right we may have to apply such law so that in all respects our liability under this Guarantee will be irrevocable and, except as stated in this Guarantee, unconditional in all respects.

Capitalised words and phrases used within this Guarantee have the same meanings as are given to them in the Contract.

This Guarantee is governed by the Uniform Rules for Demand Guarantees, ICC Publication No. 758, provided that the supporting statement under Article 15 (a), and Articles 34 and 35 are excluded. Any disputes arising out or in connection with this Guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules then in effect, the language of the proceedings being English.

Nothing in or relating to this Guarantee shall be deemed a waiver, express or implied, of any of the privileges and immunities whatsoever.

IN WITNESS of which the(Bank name). has duly executed this Guarantee on the date stated above.

SIGNED by *[insert]*)
as attorney for *[insert]*)
under power of attorney dated)
[insert])
in the presence of)
)
.....)
Signature of witness)
)
.....)
Name of witness (block letters))
.....)
Address of witness)
.....)
Occupation of witness

.....
By executing this agreement the attorney
states that the attorney has received no
notice of revocation of the power of
attorney

Address for notices
[insert address]