



MORARJI DESAI NATIONAL INSTITUTE OF YOGA

Ministry of Ayush, Government of India

68, Ashok Road, Near Gole Dak Khana, New Delhi – 110 001

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File No.MDNIY/GS/2021-22/666

Dated: March, 2022

“Expression of Interest”

Subject: EXPRESSION OF INTEREST FOR EMPANELMENT OF THE FIRMS EMPANELLED WITH DAVP, IN CATEGORY A OR B FOR PRODUCTION OF VIDEO FILMS, DOCUMENTARY FILMS, SPOTS, JINGLES, RADIO-SPONSORED PROGRAMMES ETC. BY THE INSTITUTE

Morarji Desai National Institute of Yoga (MDNIY), is an autonomous Organization under the Ministry of Ayush, Government of India. It is a focal Institute for planning, training, promotion and coordination of Yoga education, training, therapy and research of Yoga.

MDNIY invites Expression of Interest for Empanelment of the firms, who are empanelled with DAVP, in Category A or B for Production of Video Films, Documentary Films, Spots, Jingles, Radio-Sponsored Programmes etc. by the Institute initially for one year, extendable maximum for further two years, on the sole discretion of the MDNIY.

Schedule of Expression of Interest

Date of Issuance of EOI	23.03.2022
Last date and time of submission of bid document	12.04.2022 up to 11.00 AM
Pre bid meeting	07.04.2022 at 2.00 P.M.
Bid document to be submitted to	Director, Morarji Desai National Institute of Yoga, 68, Ashok Road, New Delhi-110001
Date and time of opening document	12.04.2022 at 11.30 AM
Cost of Tender	Rs 2,000/- in favour of “Morarji Desai National Institute of Yoga” through Bank Draft/ Pay Order only

A. Qualification Criteria:-

1. The EOI can be responded to only by registered business entities and have their registered/Head office/branch office in Delhi/NCR. No consortia/joint ventures shall be allowed to apply for empanelment. **Sub contract is not permissible.** The business entity must be incorporated under any of the following Acts - The Partnership Act, 1932 or Sole Proprietorship Firm or the Limited Liability Partnership Act 2008 or the Companies Act 1956.
2. The firms must be in existence for the last 05 (five) years with experience for making such type of video films, spots etc with average turnover of more than Rs. 1.00 Crore (Rupees One Crore) for the last three financial years i.e. 2018-19, 2019-20 & 2020-21.
3. The firm should have expertise in handling high quality of films and capable of delivering jobs in tight schedule and in exigencies to deliver the jobs over the night without any compromise with the quality.
4. The firm should have PAN number issued by Income Tax Department.

5. The firm should have GST Registration.
6. The firm should not have been blacklisted by any Govt./Semi Govt./Govt. Undertakings/Autonomous organizations.

B. Documents required to be enclosed with the application.

1. Self-attested copy of DAVP Registration in category A or B.
2. Self-attested copy of PAN issued by Income Tax Department.
3. Self-attested copies of complete Income Tax Returns filed during the last three financial years.
4. Self-attested copies of Audited Balance Sheet for the last three financial years.
5. Self-attested copy of GST registration.
6. An Undertaking stating that the firm has never been blacklisted by any Government/Semi Government/Government Undertaking/Autonomous Organizations.
7. Name, address (with residential proof), and mobile/telephone no. of the designated person(s) responsible to deal with the MDNIY and power of attorney in his favour by the competent authority of the firm.

C. SCOPE OF WORK OF AGENCY:

The agency will be required to provide the desired services for Production of Video Films, Documentary Films, Spots, Jingles, Radio-Sponsored Programmes etc as and when required by MDNIY, after signing Letter of Empanelment with MDNIY. This scope of work is only indicative in nature. The exact scope of work may differ depending upon the requirement at the relevant time. MDNIY does not guarantee any definite volume of work or any particular service at any time or throughout the period of empanelment. It will be at the sole discretion of MDNIY to allocate the work to the agency. MDNIY at its sole and absolute discretion may choose to avail all services or part thereof and such decision may be advised even during the course of the assignment.

D. SUBMISSION OF PROPOSAL

1. The successful applicants would be empanelled based on their technical eligibility along with supportive documents. The proposal should be submitted as per prescribed format along with copies of documents in support of information wherever applicable by the responding Agency.
2. The applicants who have downloaded the Application for Empanelment documents shall be solely responsible for checking the website for any updates/corrigendum / changes made in the Application for Empanelment document or any related document as issued by MDNIY subsequently and take into consideration the same while preparing and submitting the application. In case of any discrepancy between the Application for Empanelment documents downloaded from the web site and the master copy available in the office, the latter shall prevail and will be binding on the applicants. No claim on this account will be entertained. It is clearly understood that MDNIY will accept the Application for Empanelment documents as available in the website and the Application for Empanelment shall be rejected if any tampering in the Empanelment document is found to be done at the time of opening of Application for Empanelment or at any stage thereafter.
3. All future Corrigendum's, addendums, amendments, extensions of this Notice for empanelment, if any, shall be published only at website www.yogamdniy.nic.in All the interested agencies are requested to look at the said websites for this purpose regularly.

4. Agencies are required to submit the Application for Empanelment proposal as per the prescribed formats and guidelines detailed in the following paras:
 - a) Every page of this Empanelment documents along with supporting documents should be signed and duly stamped by the authorized signatory of agency/organization, failing which Application for Empanelment will be rejected. (Authorization letter for signing of documents shall be enclosed) as acknowledgement of acceptance of terms and conditions of Application for Empanelment documents.
 - b) MDNIY reserves the right to inspect/call the original documents to verify the authenticity of the supporting documents submitted by the Agency.
 - c) If the space provided for any entry is insufficient, a separate sheet furnishing the information & duly signed by the authorized signatory may be attached.
 - d) The Application for Empanelment proposal with all its enclosures shall be placed in a sealed envelope. Application for Empanelment should be accompanied with a Demand Draft/Pay Order of Rs 1,000/- (Rupees one thousand only) towards cost of Application. The envelopes containing empanelment proposal and registration fee shall be placed into an outer envelope and sealed. This duly sealed in envelope containing the above and prominently superscribed "Application for Empanelment of Agency for Production of Video Films, Documentary Films, Spots, Jingles, Radio-Sponsored Programmes etc" may be sent to the Administrative Officer, Morarji Desai National Institute of Yoga, 68, Ashok Road, New Delhi – 110 001 OR may be dropped in the Box kept in MDNIY ON OR BEFORE 12.04.2022 up to 1100 hours.
 - e) Only one Application for Empanelment should be included in one cover/envelope. Application for Empanelment not containing above documents or received in unsealed covers would be summarily rejected. No separate acknowledgement will be made.
 - f) Validity of offer should be for a period of 120 days from the date of opening of Application for Empanelment.
 - g) Only typed or clearly legible handwritten Application for Empanelment is to be submitted. Cutting, overwriting should be avoided. However, for minor cuttings or overwriting, the same should be authenticated with the signature of agency(ies). Conditional offers shall not be accepted. At any time during the process of evaluation. MDNIY may seek specific clarification or ask for any relevant documents from any or all agencies in connection with the Application for Empanelment.
 - h) The Agency shall submit its Application for Empanelment only after carefully examining the whole of the Application for Empanelment documents like the conditions of Application for Empanelment, general terms and conditions etc. Any information/documents furnished by the agencies, if found incomplete/false at any time, MDNIY will be at liberty to take action as deemed fit and shall terminate the empanelment forthwith.
 - i) In case, it is found during the evaluation or at any time before issuance of Letter of Empanelment or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith, if not, yet appointed as the empanelled agency and if the Applicant has already been issued the Letter of Empanelment (LOE) or has entered into the contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein be liable to be terminated along with forfeiture of, Earnest Money Deposit (EMD)/Performance Security, if deposited, by a communication in writing by MDNIY to the applicant, without the MDNIY being liable in any matter whatsoever to the Applicant and without prejudice to any other right or remedy which the MDNIY may have under the

Application for Empanelment, the Contract or under applicable law. Besides, the Corporation reserves the right to blacklist the applicant for any future dealing along with initiation of any appropriate penal action as per the applicable law.

- j) The individual/firm and its partners/company including its directors applying for the empanelment should not have any type of criminal records. Persons/companies against whom any type of criminal proceedings are pending before any court in India or abroad should not apply.

E. OTHERS:

1. This Application for Empanelment does not constitute an offer and is issued with no guarantee for any definite volume of work or any particular service at any time or throughout the period of empanelment.
2. The Application for Empanelment completed in all respect must be submitted as per the instructions furnished herein and in the prescribed format along with copies of documents in support of information wherever applicable before the last date and time of submission of Application for Empanelment. Incomplete/conditional offer or Application for Empanelment without application fee and Registration Fee or Application for Empanelment not as per the prescribed format shall be rejected summarily.
3. MDNIY reserves the right to modify, expand, restrict, scrap, re-float or cancel the EOI at any stage without assigning any reasons. Application for EOI received after the stipulated time period for initial empanelment will not be considered, however, the same will be taken up along with applications received for subsequent addition of agency to the empanelment list subject to fulfillment of eligibility conditions at that time. In such cases, the agency will be eligible to participate in any work as per scope of work only after getting empanelment with MDNIY.
4. All applicants are presumed to have examined all amendments/ corrigendum/ clarifications and have submitted their applications accordingly. In case any queries remain un-replied, it shall be construed that in respect of those queries, the respective stipulations of the Empanelment documents shall continue to apply and/or no new stipulations are made with respect to those queries.
5. The applicants should carefully read the clauses stipulated in this Notice for empanelment before submitting their application. Clarifications, if any, may be sought prior to submission of application. No request for clarification will be entertained once the Application for Empanelment is submitted.
6. The parties hereby irrevocably consent to the sole jurisdiction of the Courts of Delhi only, in connection with any actions or proceedings arising out of or in relation to this Application for Empanelment.
7. The Institute reserves the right to accept/reject any or all the Applications in whole or in part without assigning any reason whatsoever and is not bound to accept the lowest bidder.
8. Bids received after closing date and time will not be entertained.

F. Instructions to Applicants

List of documents to be submitted

1. Covering letter on agency's letter head (with seal & signature of authorized signatory)
2. Documents and other details for purpose of technical evaluation
3. Checklist in the format given at Annexure II
4. Declaration in the format given in Annexure IV
5. Any other supporting information that is relevant to proposal

G. Confidentiality and Non-disclosure:

1. The shall not, without prior written consent of MDNIY, at any time divulge or disclose to any person or use for any purpose unconnected with the implementation of the assignment, any information concerning the assignment, the services, Proprietary Material. In case of breach, MDNIY shall take such legal action as it may be advised. The Agency has to maintain confidentiality even after completion/termination of the Work Order.
2. MDNIY reserves the right to cancel the Work Order of the selected Agencies and recover expenditure incurred by MDNIY on the following circumstances:
3. The Agency goes into liquidation voluntarily or otherwise.
4. In the event of any of the defaults occur and the same is not rectified within 15 days from the date of receipt of intimation from MDNIY with respect of occurrence of such default in case of:
5. The Empanelled Agency commits a breach of any of the terms and conditions of the Work Order.
6. The progress regarding execution of the Work Order, made by the Empanelled Agency is found to be unsatisfactory.
7. MDNIY reserves its right to cancel the order if discrepancies/ violations are observed in the various reports provided to MDNIY as per scope of work.
8. After the award of the Work Order, if the Empanelled Agency does not perform satisfactorily or delays execution of the Work Order, MDNIY reserves the right to get the balance Work Order executed by another party of its choice by giving notice in writing for the same. In such event, the Empanelled Agency is bound to make good the additional expenditure, which MDNIY may have to incur to carry out for the execution of the balance of the Work Order.

H. OBLIGATIONS OF MDNIY

MDNIY shall provide the Agency such reasonable assistance as may be required in order to carry out the assignment.

I. PAYMENTS TO THE AGENCY

The Agency will be paid at the rates and in accordance with the terms & conditions based on lowest rate as per terms of limited tender invited subsequently for each assignment.

J. CORRUPT OR FRAUDULENT PRACTICES

- a) MDNIY expect the highest standard of transparency, integrity and ethics during the selection and executions of duties.
- b) In pursuance of the above objective, the following defines, for the purposes of this provision, the terms set forth below as follows:
- c) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in empanelment execution;
- d) "Fraudulent practice" means misrepresentation or omission of facts in order to influence a selection process or the execution of an empanelment to the detriment of MDNIY. Submission of forged documents in connection with this Application for Empanelment.
- e) "Collusive practice" means a scheme or arrangement between two or more Agencies, with or without the knowledge of MDNIY (prior to or after proposal submission) designed to establish bid prices at artificial non-competitive levels and
- f) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of empanelment.

- g) It is further provided that MDNIY will reject the proposal, forfeit the EMD wherever applicable and blacklist the Agency if it is found that the Agency has engaged in any of practices mentioned above.
- h) MDNIY reserve the right to inspect the accounts and records of the Agency relating to the performance under the empanelment and to have them audited by auditors appointed by MDNIY, if necessary.

Administrative Officer, MDNIY

Subject: Expression of Interest for Empanelment of the firms, who are empanelled with DAVP, in Category A or B for Production of Video Films, Documentary Films, Spots, Jingles, Radio-Sponsored Programmes etc.

Average Annual Turnover Certificate to be issued by practicing chartered Accountant on letter head

Sl. No.	Financial Year	Annual turnover of _____ (company / firm name) (Amount in Rs)
1	2018-19	
2	2019-20	
3	2020-21	
Average annual turnover during the above 3 years		

*Signature of the Chartered Accountant with seal of the company / firm
Membership Number:*

Place:

Date:

PROFORMA FOR THE CHECK LIST

Sl. No.	Particulars	
1.	Name and Address of firm with contact nos.: Companies incorporated under the Indian Companies Act 1956 (New Act 2013) or a partnership firm registered under Indian Partnership Act, 1932 or a Proprietorship firm. <i>Consortium / Joint Venture entities are not permitted.</i>	
2.	Registration No. issued from Govt.	
3.	PAN Card No.	
4.	GST Registration No.	
5.	<i>Income Tax Returns (last three financial years i.e. 2018-19, 2019-20 & 2020-21)</i>	
6.	<i>Audited Balance Sheets (last 3 financial years .e. 2018-19, 2019-20 & 2020-21)</i>	
7.	<i>Proofs of 5 years experience in video films, spots etc.</i>	
8.	Declaration reg. not blacklisted by any Govt./Semi Govt../Govt. Undertakings/ Autonomous organizations	
9.	Copies of work order in respect of each assignment (tenderer should have executed at least __ similar works of video films and spots etc during the last three financial years.	
10.	Name and address of authorized representative with power of attorney	

I/We certify that the information furnished above is true and correct. The terms and conditions are acceptable to me/us.

Dated:

Name with Designation of Authorized Signatory & Seal of the Firm

FORMAT FOR SUBMITTING EXPRESSION OF INTEREST (To be submitted on Agency's letterhead under signature of the authorized person)

To,

The Administrative Officer,
Morarji Desai National Institute of Yoga,
68, Ashok Road,
New Delhi – 110 001

Dear Sir,

I,....., Proprietor/ Authorized Signatory / Partner / Manager of M/S., solemnly declare that:

Having examined and understood the terms and conditions of Application for Empanelment laid down in the Documents, we the undersigned applied for Empanelment for Production of Video Films, Documentary Films, Spots, Jingles, Radio-Sponsored Programme section in MDNIY.

If I / We fail to keep the Application for Empanelment open for a period of 120 days validity after opening the Application for Empanelment or make any modifications in the terms and conditions therein which are not acceptable to the MDNIY, I /We agree that the MDNIY shall without prejudice to any other right or remedy be at liberty to forfeit the Registration Fees absolutely. Until a formal Letter of Empanelment is issued by MDNIY and accepted by us, this Application for Empanelment Documents together with any amendment/addendum subsequent to pre-bid meeting shall constitute a binding contract between us.

We understand that the work will be awarded from time to time for specific assignment based on the competitive lowest rate through limited tender amongst empanelled agencies. I/We undertake that incase of award of work to or agency, we will furnish the Security deposit in the form of demand draft or irrevocable Bank Guarantee for the sum as stipulated in the Tender Document. Security Deposit will be refunded within three months of successful completion of work assigned.

I, hereby also undertake that If, after receipt/acceptance of Letter of Empanelment, I/We fail to commence the execution of the works as assigned by MDNIY as per scope of work, action as deemed fit may be taken against us/me. I/we hereby declare that during the currency of the empanelment of my agency, I/we will not engage in any activity that may conflict with the terms and conditions of the current Application for Empanelment.

If any information and document submitted is found to be false/ incorrect at any time, MDNIY shall have the absolute right to cancel the empanelment and action as deemed fit may be taken against us/me, including forfeiture of all dues including Registration fees, Earnest Money and banning/ delisting of our firm without any prior intimation to me/us.

(Signature of Authorized person with seal)

Date:

Place:

DECLARATION

Declaration by the agency on a non judicial stamp paper of Rs. 100/- stating the following:

I have carefully gone through the Terms & Conditions contained in the Application for Empanelment Document No. dated regarding preparation of panel for Production of Video Films, Documentary Films, Spots, Jingles, Radio-Sponsored Programmes etc. in MDNIY. I declare that all the provisions of this Application for Empanelment Document are acceptable to my Agency.

I further certify that I am an authorized signatory of my Agency, therefore, competent to make this declaration.

I/We hereby confirm that I/we am/are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'. I/We further confirm that, I/we have not been blacklisted or kept under holiday by any Public Sector Undertaking/Government Organization/MDNIY/ any other organization. I/We am/are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this Application for Empanelment.

I/We hereby undertake that M/s.....(agency's name) and his Partner/Company including its Directors applying for the Application for Empanelment does not have any type of criminal records nor any type of criminal proceedings are pending before any court of India or abroad.

If I/we become a successful Bidder and pursuant to the provisions of the Application for Empanelment Documents, empanelment is given to me/us for(name of the contract), the following Certificate shall be automatically enforceable.

"I/We agree and acknowledge that MDNIY is entering into such terms of empanelment solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to such contract and has no liabilities, obligations or rights there under. It is expressly understood and agreed that MDNIY is authorized to enter into such terms of empanelment, solely on its own behalf under the applicable laws of India.

I/We expressly agree, acknowledge and understand that MDNIY is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of such terms of empanelment. Accordingly, I/we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under terms of empanelment."

I/We agree that if any discrepancy is noticed at any time, our Application for Empanelment /Bid may be rejected / terminated. I/We have read and agreed to the terms and conditions of empanelment of MDNIY.

Date:

Place:

(Signature of the Authorized Person)

Name:.....

Designation

Business Address:

Seal:.....