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No. 22201/DCID/PADs/23-24
GOVERNMENT OF INDIA
MINISTRY OF INFORMATION AND BROADCASTING
CENTRAL BUREAU OF COMMUNICATION
Soochna Bhawan, Phase 5, C.G.O. Complex, New Delhi-110003

Date: 13.04.2023

ADVISORY

Subject: Invitation of Bids for engagement of multimedia/production agency for production of high quality documentaries on Padma Awardees 2022 for Ministry of Information & Broadcasting.

1. Bids (Technical and Financial) are invited from all eligible Agencies / Vendors for engagement of agencies / vendors for production of high quality documentaries on Padma Awardees 2022 for Ministry of Information & Broadcasting.
2. RFP is attached herewith and is also available on the CBC website www.davp.nic.in and the Central Procurement Portal <https://eprocure.gov.in/epublish/app>
3. You may submit your response in sealed envelope in prescribed format to the Room No: C/o Amit Kumar, Joint Director, CBC Room No. 270, 2nd floor, Soochna Bhawan, CGO Complex, Lodhi Road, New Delhi-110003 latest by 10 a.m. on 28.04.2023. The proposals may be addressed to:

Shri Amit Kumar,
Joint Director, CBC
Room No. 270, 2nd floor Soochna Bhawan,
Lodhi Road, New Delhi-110003

4. EMD - Rs. 10,00,000/- (Ten Lakh Only)
5. Queries, if any may be referred to the officer mentioned above on campaign.cbc2@gmail.com or may be contacted on telephone 011-24369364 (During Office Hours)
6. This issues with the approval of the competent Authority


Sreerag M
Deputy Director
011-24369364

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REQUEST FOR PROPOSAL / TENDER DOCUMENT

Invitation of Bids for engagement of multimedia/production agency for production of high quality documentaries on Padma Awardees 2022 for Ministry of Information & Broadcasting.

Request for Proposal No: 22201/DCID/PADs/23-24 dated 13.04.2023

Bids intend to select a suitable multimedia/production agency for production of high quality documentaries on Padma Awardees 2022 for Ministry of Information & Broadcasting as mentioned in Part-II of this RFP. Bids (Technical & Financial) in separate sealed cover are invited from multimedia/production agencies fulfilling the eligibility criteria mentioned in the RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. The bids should be submitted in separate sealed envelopes along with the soft copy in CD/pendrive. EMD as well as the eligibility documents must be submitted in a separate envelope. All the envelopes (Eligibility documents along with EMD, Technical bid along with CD/pen drive as a proof of claim and the Financial bid) should be enclosed in another bigger sealed envelope superscribed with the title, RFP number and due date.

The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:

a.	Bids/queries to be addressed to	Shri Amit Kumar, Joint Director, CBC
b.	Postal address for sending the Bids	Shri Amit Kumar, Joint Director, Room No. 270, Soochna Bhawan, CGO Complex, Lodhi Road, New Delhi-110003
c.	Name/designation of Personnel	Shri Amit Kumar, Joint Director
d.	Telephone number of the contact Personnel	011-24369364
e.	e-mail ids of contact personnel	campaign.cbc2@gmail.com

1. This RFP is divided into five parts as follows:

Part I : Contains General Information and instructions for the Bidders about the RFP such as the time, EMD, place of submission and opening of tenders, validity period of tenders, etc.

Part II: Contains Standard Conditions of RFP, which will form part of the contract with the successful bidder (s).

Part III: Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful bidder.

Part IV: Contains essential details of the creative brief, services required, scope of work, list of deliverables etc.

Part V: Contains Evaluation Criteria and Format for Price Bids.

2. This RFP is being issued with no financial commitment and CBC reserves the right to change or vary any part thereof at any stage. CBC also reserves the right to withdraw the RFP at any stage.

Part I – General Information

1. **Last date and time for submitting the Technical and Financial Bids: 28.04.2023 till 10 a.m.** as per format given in Annexure-I (Technical Bid) and Annexure II (Financial Bid)

The sealed Bids should be deposited / reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids:** Sealed Bids should be submitted in the address mentioned in Para (2) at first page of this RFP, by hand or by registered post / speed post so as to reach by the due date and time. Tenders received after the due date and time will not be considered. No responsibility will be taken for postal delay or non-delivery / non receipt of Bid documents. Bids sent by FAX or e-mail will not be considered. Only those bids which are submitted to the mentioned address within due date and time will qualify to be opened. The Financial Bid, to be submitted in a separate sealed envelope, should be duly stamped and signed by the authorized signatory on all the pages. The Financial Bids which are not submitted in a separate sealed envelope or are not stamped and signed by the authorized signatory on all the pages shall be summarily rejected.

3. **Time and date of opening of Technical & Financial Proposals and Presentation:**

Opening of Technical proposals	28.04.2023 at 11:00 am
Technical presentation	01.05.2023 at 11:00 am onwards
Opening of Financial Proposals	03.05.2023 at 3:00 pm

(If due to any exigency, the due date for opening of the proposals is declared a closed holiday, the proposals will be opened on the next working day at the same time or on any other day/time, as intimated by the CBC.)

Each agency would get about 20 minutes for the presentation.

4. **Place of opening the Bids:** Conference Room, 2nd Floor, CBC, Soochna Bhawan, Lodhi Road, New Delhi -110003

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of technical Bids on the due date and time. The eligible agencies will be decided based on the qualification documents and all the qualified will be allotted time slot on the same day for Technical presentation at the same venue. The Bidders will have to come prepared for the Technical presentation on the mentioned date. This event will not be postponed due to non-presence of representative of any Bidder.

5. **Forwarding of Bids:** Bids should be forwarded by the Bidders under their original memo/letter pad inter alia furnishing details like PAN Number, GST Number, and Bank Branch address with e-payment Account etc. with complete postal & e-mail address of their office and the mobile number on which the Agency can be contacted.

6. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents may forward the queries via e-mail to – campaign.cbc2@gmail.com referring the RFP title, number and date, at least 5 working days before the last date of submission of bids. Copy of the queries and CBC's clarification will be posted on CBC's website – www.davp.nic.in for information of all prospective bidders.

7. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his/her bid after submission, provided that the written notice of modification or withdrawal is received by CBC prior to the deadline prescribed for submission of bids. A withdrawal notice may be sent by e-mail but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach CBC not later than the deadline for submission of bids. **No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.**

8. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, CBC may, at its discretion, ask the bidder for clarification of his/her bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. **No post-bid clarification on the initiative of the bidder will be entertained.**

9. **Rejection of Bids**: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. **Conditional tenders will be rejected.**
10. **Unwillingness to quote**: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
11. **Validity of Bids**: The Bids should remain valid for a period of SIX months from the last date of submission of the bids.
12. **Earnest Money Deposit**: Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs. 10,00,000/- (Ten Lakh Rupees) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft / Banker's Cheque in favour of Pay and Accounts Officer, CBC or Bank Guarantee from any of the Public Sector Banks or a private Sector Bank authorized to conduct government business as per Annexure-III. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
13. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. **The EMD will be forfeited if the bidder withdraws amends, impairs or derogates from the tender in any respect within the validity period of the tender.**
14. **Two bid system**: It is a two-bid system. The eligible bidders will be declared the same day of opening of bid based on EMD and eligibility documents. Their proposals will be evaluated based on their technical documents and presentation. Date of opening of financial/price bid will be intimated after evaluation and acceptance of technical bids by CBC. **Financial/price bids of only those firms will be opened, whose technical bids are found compliant/suitable after technical evaluation is done by CBC.**

15. **Preparation of Proposal**:

The Respondent shall comply with the following related information during preparation of the proposal-

The Proposal shall conform to provisions of RFP. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.

The Proposal (technical and financial) shall be typed or written in indelible ink (if required) and shall be signed and stamped by the Respondent or duly authorized person(s) all the pages of the tender documents to bind the Respondent to the contract. The letter of authorization shall be indicated by written Power of Attorney and shall accompany the Proposal. Any proposal which is not duly signed and stamped by the authorized signatory on all the pages of the tender may be summarily rejected.

Proposals received by Fax shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above received prior to the closing time and date of the proposal shall be taken as valid.

16. Pre-Qualification Criteria (Terms & Conditions):

S. No.	Pre-Qualification Criteria	Documents required in support of claim
1	The applicant should be a Firm/ Company/ LLP/Partnership/ SPV/ Proprietorship Firm/ Society/Joint Venture /Consortium, duly registered under the relevant laws.	Copy of Certificate of incorporation and Partnership Deed etc. as applicable.
2	The average turnover should be at least Rs. 5 Crore in the last three financial years i.e. (2019-20, 2020-21, 2021-22)	A CA Certificate stating the net worth and Turn Over of the organization foreach year
3	The applicant should not have been ever blacklisted by an governmentdepartment/ organization/body	Self-Declaration by the applicant withseal and signatures

17. Pre bid briefing: The Pre bid briefing will take place on 19.04.2023 from 3:00 PM. Prospective bidders can participate through video conferencing as per detail given in theAdvisory.

Part II – Essential Details of Services Required

1. Creative Brief

The People's Padma is the landmark example of Jan-Bhagidari for building a New India. The Padma Awards are one of the highest civilian honors of India announced annually on the eve of the Republic Day. The highest civilian honors of a proud democracy ought to be more than just awards - they should be recognition of the extraordinary feats of ordinary citizens, a celebration of the astounding diversity of cultures, skills, thoughts and actions that weave the very fabric of our nation. With its firm commitment to transform the Padma Awards to the 'People's Padma', the Government of India is seeking to achieve this very objective.

Over the last few years, the Padma Awards have given more emphasis on the work done by the nominees, than to their identities. Further, departing from the traditional approach, where selected persons recommended the nominations, the nomination process has become increasingly broad-based, with nominations being opened to the public at large. This has made it possible to recognize the real heroes at the grassroots levels, whose tireless efforts and remarkable feat have touched lives in their communities and beyond. The Padma Awards have thus become a people's movement, marking a paradigm shift in Jan-Bhagidari for building a New India.

Recognizing our real heroes at the grassroots levels, the 2023 Padma Awards also acknowledge the tireless efforts of those who have been rendering services to their communities and the society at large. The tireless effort and remarkable feats of these real heroes who have been honored with 2023 Padma Awards will be showcased thorough high quality documentaries.

The Documentaries will trace the historical background of the field/area of the work of 2023 Padma Awardees, their efforts which made a change and how they are further carrying their vision and effort.

2. Aim & Objective:

To produce high quality documentaries on the tireless effort and remarkable feats of these real heroes who have been honored with 2023 Padma Awards, which have touched lives in their communities and beyond?

The Documentaries will trace the historical background of the field/area of the work of 2023 Padma Awardees, their efforts which made a change and how they are further carrying their vision and effort.

3. **Target Audience:** The target audience will be the common citizens of India of all age groups, covering rural as well as urban people living all over the country, who can take inspiration from the life, works and efforts of Padma Awardees to make a positive change in the society.

4. **Scope of Works :**

Production of high quality documentaries (up to 60 minutes) on the tireless effort and remarkable feats of these real heroes who have been honored with 2023 Padma Awards, which have touched lives in their communities and beyond. The Documentaries will trace the historical background of the field/area of the work of 2023 Padma Awardees, their efforts which made a change and how they are further carrying their vision and effort.

The scope of work regarding Production of high quality documentaries on the tireless effort and remarkable feats of these real heroes who have been honored with 2023 Padma Awards shall include following:

- a. Scripting
- b. Shooting
- c. Voice over and Music
- d. Editing
- e. Graphics, animation and VFX (wherever required)

5. **The Task / Schedule of Requirements**

- The main tasks of the selected agency would be as follows:
 - i) The Agency would be required to produce high quality documentaries on the tireless effort and remarkable feat of these real heroes who have been honoured with 2023 Padma Awards.
 - ii) Agencies shall submit the scripts/story board/ draft design of the creatives for approval by CBC.
 - iii) Agencies shall submit the rough cut for approval by CBC and have to submit the final cut (in High Definition, Standard Definition and 4K format) after due approvals along with the complete data dump and project files of Video and Audio.
 - iv) The Agency shall be required to produce creatives in Hindi/English with their language rendition in Tamil, Telugu, Kannada, Malayalam, Marathi, Punjabi, Urdu, Odiya, Assamese, Gujarati, Bengali, or any other language as and when required. The proof reading & final vetting of the language renditions would be

the sole responsibility of the Agency. For any mistake in this regard, a penalty of 30% of the dubbing/translation cost would be imposed on the Agency by CBC.

v) The Agency will be required to deliver the creatives at short notice and delivery schedule fixed by CBC would be final.

- **CBC will have all the IPR including the perpetuity rights on the produced content.**

6. **List of Deliverables**

Sl. No	Product	Deliverables	Remarks
1	High Quality Documentaries on Life and Works of Padma Awardees 2023	The scope of work regarding Production of high quality documentaries (Master Version in Hindi) on the tireless effort and remarkable feats of these real heroes who have been honored with 2023 Padma Awards shall include following: Scripting Shooting Voice over and Music Editing Graphics, animation and VFX (wherever required) Duration – Up to 60 Minutes	Shot in 4k film format. To be Delivered in Hard Drive (in High Definition, Standard Definition and 4K format)
2	Language Version of Documentaries on Life and Works of Padma Awardees 2023	Dubbing in the 11 Indian Languages Tamil, Telugu, Kannada, Malayalam, Marathi, Punjabi, Urdu, Odiya, Assamese, Gujarati, Bengali and English	To be Delivered in Hard Drive (in High Definition, Standard Definition and 4K format)

7. **Period of Contract:** The contract would be for one year from the effective date of contract with provision for extension of the contract by one more year with mutual consent of parties. Please note that Contract can be cancelled unilaterally by the CBC

being customer in case services are not received as per time line, quality and standard specified in the RFP and contract within the contracted period. CBC reserves the right to exercise the option clause and repeat the order clause as per text given in Part IV of this RFP.

Part III – Standard Conditions of RFP

All the Terms and Conditions provided to the vendors at the time of their empanelment shall be valid and applicable. The details of the Terms and Conditions are available on CBC website.

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder(i.e. Contractor/Supplier in the contract) as selected by CBC. Failure to do so may result in rejection of the Bid submitted by the Bidder.

- 1. Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India.
- 2. Effective Date of Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
- 3. Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved. The standard clause of arbitration is given in Annexure-IV.
- 4. Penalty for use of Undue influence:** The agency undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of CBC or otherwise in procuring the Contracts or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the agency or anyone employed by it or

acting on its behalf (whether with or without the knowledge of the agency) or the commission of any offences by the agency or anyone employed by it or acting on its behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle CBC to cancel the contract and all or any other contracts with the agency and recover from the agency the amount of any loss arising from such cancellation. A decision of CBC or its nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the agency. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the agency towards any officer/employee of CBC or to any other person in a position to influence any officer/employee of CBC for showing any favour in relation to this or any other contract shall render the agency to such liability/penalty as CBC may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the **guarantee** and refund the amounts paid by CBC.

5. Agents/Agency Commission: The agency confirms and declares to CBC that the agency is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the contractor, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The agency agrees that if it is established at any time to the satisfaction of CBC that the present declaration is in any way incorrect or if at a later stage it is discovered by CBC that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract the agency will be liable to refund that amount to the CBC. The agency will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. CBC will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the agency who shall in such an event be liable to refund all payments made by CBC in terms of the contract along with interest at the rate of 2% per annum above 18% penal interest rate. The CBC will also have the right to recover any such amount from any contracts concluded earlier by agency with the Government of India or with CBC.

6. Access to Books of Accounts: In case it is found to the satisfaction of CBC that the agency has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use

of undue influence, the agency, on a specific request of CBC shall provide necessary information / inspection of the relevant financial documents/information.

7. Non-disclosure of Contract documents: Except with the written consent of CBC, the agency shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.

8. Penalty and Liquidated Damages: In the event the agency fails to submit the Bonds, Guarantees and Documents, provide the satisfactory services as specified in this contract, CBC may, at its discretion, withhold any payment until the completion of the contract. The agency must ensure compliance with the given schedule and sampling framework, failing which payment will be made to the agency after deducting the amount of penalty imposed due to delay. The assessment will be made as per given time schedule in the tender document/work order/Lol. Delay in achieving the milestones within stipulated time period as mentioned in Work Order or any unjustified and unacceptable delay in the deliverables beyond the time indicated in the order delivery will invite liquidated damages to the sum of 1% of the contract price of the delayed services mentioned above for each day subject to the maximum value of the Liquidated Damages being not higher than 10% of the contract value. CBC will impose the penalty as above and will have an option to cancel the order and award the work to any other agency and get the work done from any other source at the risk and cost of such defaulting agency. The EMD/Security Deposit and the Performance bank Guarantee submitted by the agency would be forfeited.

9. Termination of Contract: CBC shall have the right to terminate this Contract in part or in full in any of the following cases:

- a. The delivery of the services are delayed for causes not attributed to Force Majeure for more than 5 days after the scheduled date of deliverable fixed by CBC.
- b. The agency is declared bankrupt or becomes insolvent.
- c. The delivery of services is delayed due to causes of Force Majeure by more than 01 months provided Force Majeure clauses are included in contract.
- d. CBC has noticed that agency has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
- e. As per decision of the Arbitration Tribunal.
- f. As per Para (8) of Part IV of RFP.

10. Notices: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. Transfer and Sub-letting: The agency has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

12. Patents and other Intellectual Property Rights: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights. The Contractor shall indemnify CBC against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The contractor shall be responsible for the completion of the services in satisfactory manner during the currency of the contract.

13. Amendments: No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. Statutory Duties & Taxes:

- a. Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the agency. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to CBC by the agency. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.
- b. If it is desired by the Bidder to ask for the GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability will be developed upon CBC.
- c. On the Bids quoting GST, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the agency at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.

15. Pre-Integrity Pact Clause: An “Integrity Pact” would be signed between CBC& successful agency / bidder. This is a binding agreement between CBC and Agency for specific contracts in which CBC promises that it will not accept bribes during the procurement and services process and bidder promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with CBC to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:

- a. A pact (contract) between the CBC (Principal) and successful Bidder for this specific activity (the successful Bidder);
- b. An undertaking by the Principal (i.e. CBC) that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- c. A statement by successful Bidder that it has not paid, and will not pay, any bribes;
- d. An undertaking by successful Bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as well as family members, etc. of officials); the disclosure would be made either at the time of signing of contract or upon demand of the Principal, especially when a suspicion of a violation by that successful bidder/contractor emerges;
- e. The explicit acceptance by successful Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- f. Undertaking on behalf of a successful Bidding agency will be made “in the name for and on behalf of the company’s Chief Executive Officer”. The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertaking:
 - i) Denial or loss of contracts;
 - ii) Forfeiture of the bid security and performance bond;
 - iii) Liability for damages to the principal (i.e. CBC) and the competing Bidders; and
 - iv) Debarment of the violator by the Principal (i.e. CBC) for an appropriate period of time.
- g. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviors and compliance program for the implementation of the code of conduct throughout the company.

Part IV-Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder. (i. e. the Agency in the contract) as selected by CBC. Failure to do may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:** Selected agencies shall have to deposit Performance Security at the time of signing the contract. The selected bidder shall at his own expense deposit the Performance Security (Annexure-V) with CBC, within fourteen (14) working days of the date of issuing notice of award of the contract or prior to signing of the contract whichever is earlier. The performance security may be discharged/returned by CBC upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the Performance Security. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations on the part of the successful bidders.

2. **Option clause:** The contract will have an Option Clause, wherein CBC/Ministry / Department concerned can exercise an option to hire service of the agency for additional number of deliverables as listed in the original contract in accordance with the same rate, terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of CBC/ Ministries/ Departments to exercise this option or not.

3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein CBC can order up to same number of deliverables numbered under the present contract within currency of the contract at the same rate, terms & conditions of the contract. The Bidder is to confirm acceptance of this clause.

It will be entirely the discretion of CBC to place the Repeat Order or not.

4. **Payment Terms:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that e-payments could be made through instead of payment through cheques. The payment will be made upon satisfactory performance of work and no advance payment would be made at any cost.

5. **Paying Authority:** The payment would be made by CBC/Ministry / Department concerned on submission of following documents:

- a. Ink signed copy of the Agency's bills.

- b. Satisfactory Performance report submitted by supervising officer (wherever applicable as per the contract).
- c. Details for electronic payment viz. Account holder's name, Bank name, Branch name and address, Account type, Account Number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- d. Any other document /certificate that may be provided for in the Job Order / Contract.
- e. Copy of PBG.

6. **Fall Clause:** The following Fall clause will form part of the contract placed on successful Bidder:

- a. The price charged for the services supplied under the contract by the Agency shall in no event exceed the lowest price at which the Agency provides the services of identical description to any persons/organization including CBC or any department of the Central Government or any department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all services placed during the currency of the contract is completed.
- b. If at any time, during the said period the Agency reduces the service price or offer to provide services to any person/organization including CBC or any department of the Central Government or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract. Such reduction of services offer of the price shall stand correspondingly reduced.
- c. The Agency shall furnish the following certificate to CBC along with each bill for payment for services made against the contract – “We certify that there has been no reduction in service price of the services provided to the Government under the contract herein and such services have not been offered/sold by me/us to any person/organization including CBC or any department of Central Government or any department of a state Government or and Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of services against all job orders/contract placed during the currency of the Contract at price lower than the price charged to the government under the contract.”

7. **Risk & Expense clause:**

- a. Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective services is made in respect of the

services thereof, CBC shall after granting the Agency seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

- b. Should the services thereof not perform in accordance with the specifications/parameters provided by CBC during the check proof tests to be done by CBC, CBC shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- c. In case of a contractual breach that was not remedied within 07 days, CBC shall, having given the right of first refusal to the contractor be at liberty to provide services from any other source as he thinks fit, of the same or similar description to services.
- d. Any excess of the services price cost of services or value of any services procured from any other contract as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Agency by CBC.

8. Force Majeure Clause:

- a. Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

- e. If the impossibility of complete or partial performance of an obligation lasts for more than one month either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

9. Misc. terms & conditions of the contract:

- a. The agency shall provide the required services as and when demanded by the CBC. The personnel engaged for the services in the CBC shall be the employees of the Agency and will take their remuneration/wages from the Agency. They will have no claim of whatsoever nature including monetary claim or any other claim or benefits from the CBC. The Agency shall make its own arrangement for commuting the personnel requisitioned, to the CBC offices wherever located in the areas of New Delhi/Delhi and back.
- b. The agency will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing the services. Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the Agency and the CBC shall not be responsible for any such liability. The Agency shall undertake to indemnify the CBC for any liability under any law arising out providing the services as per the contract.
- c. During the subsistence of the contract, the CBC shall not undertake any monetary liability other than the amount payable to the Agency for the services as per the contract. Other liabilities, if any, shall be solely rest on the Agency. Even if the CBC has to bear such liabilities on unforeseen circumstances/occasions, the CBC will recover such amount from the Agency by adjusting the amount payable to them.
- d. The Agency shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable or which might become applicable to the N.C.T. of Delhi with regard to performance of the work included herein or touching upon this contract.
- e. If the Agency fails to provide satisfactory performance, the CBC shall be at liberty to terminate the contract and withhold the Security Deposit or the balance payment of the contractor etc. The CBC reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term & condition at any time during the currency of the contract.

9. **Indemnity:**

- a. **Mutual Indemnification** - Each party shall defend and indemnify the other, its officers and employees from and against any damages to real or tangible personal property and / or bodily injury to persons, including death, resulting from its or its employees' negligence or wilful misconduct.

- b. **Intellectual Property Indemnities** - Bidder shall defend and indemnify CBC from and against any suit, proceeding, or assertion of a third party against CBC based upon a claim that any of the system or part of the system supplied by the Bidder including third party components, infringes any valid patent, copy right, trade secret, or other intellectual property right under any country's national or international laws. If a claim pursuant to above occurs, Bidder shall take all necessary remedial actions at its own cost. Bidders shall safe guard CBC operations and protect CBC against any penalty and / or liability arising out of such claim.

10. The Bidder shall bear all the costs associated with the preparation and submission of its bid, and CBC will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

11. The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

12. Amendment of Bidding Documents (Corrigendum)

- a. At any time prior to the deadline for submission of bids, CBC may, for any reason, whether at its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.

- b. In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids CBC, at its discretion, may extend the deadline for the submission of bids.

Part V – Evaluation Criteria & Price Bid Issues

1. **Evaluation Criteria**: The selection of agency will be done through a two bid systems i.e. 'Technical' and 'Financial'. **All evaluation (Technical & Financial) would be done by a Committee duly constituted by the Competent Authority in CBC.** During evaluation of Proposals, CBC, may, at its discretion, ask the Respondents for clarification of their Proposals. The process for Evaluation / Selection is as given below:

- a. **Preliminary Scrutiny**: Preliminary scrutiny of the technical bids for eligibility will be done to determine whether the Proposal is complete, whether the documents have been properly signed and whether the bid is generally in order and given by due date. Bids not conforming to such preliminary requirements will be prima facie rejected.
- b. **Technical Evaluation**: Technical Bids would be opened only for those Respondents, who are qualified and short-listed based on the documents submitted. If a Technical Bid is determined as not substantially responsive, the committee will reject it. The parameters to be used for technical evaluation will be based upon:

Concept and Idea for the Documentaries	30 Marks
Flow of the films including the proposed visuals, graphics, animation etc.	30 Marks
Overall Treatment to the films	40 Marks
Total	100 Marks

- **Technically qualified Respondents: All Agencies securing more than 70 % marks in Technical Evaluation will be shortlisted by CBC.** Financial Bids will be considered only of those respondents who secure a qualifying Technical Score of 70%.
- c. **Financial Bids**: The Agencies are required to provide one financial proposal (in INR) (along with Technical Bids in separate envelopes properly marked and sealed) providing rates for documentaries to cover the scope of work and activities as per their respective technical proposal. **Rate should be given in the format as per Annexure IV. The total cost (exclusive of GST) will be the determining factor of the Financial Proposal.**

Financial Proposals will be opened in the presence of the Respondents who choose to be present. All concerned will be informed individually.

- a. **The final selection will be done on the basis of combined Quality-Cum-Cost Base Selection (QCBS) procedure. The contract will be awarded on the basis of highest combined score of Technical and Financial Evaluations. For this purpose of determining T_1L_1 , 70% weightage would be given to technical proposals and 30% to financial proposals where L_1 (lowest quote) will be marked full 30 marks and marks of the L_2 and L_3 would be worked out proportionately.**
- b. **The decision of the committee will be final and binding. CBC reserves the right to accept or reject a proposal without assigning any reason thereof.**
- c. The Bidders are required to spell out the rates of GST in an unambiguous term. In the absence of any such stipulation it will be presumed that the prices quoted are firm and no claim on account of such taxes & duties will be entreated after the opening of tenders. If a Bidder is exempted from payment of GST up to any value of services from them, they should clearly state that no GST will be charged by them up to the limit of exemption by Government which they may have the documentary evidence for exemption of any statutory duties and taxes has to be produced along with price bid. If any concession is available in regard to rate/quantum of GST with the approval of Government, it should be brought out clearly. Stipulation like, GST is presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that GST will not be charged by him/her even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
- d. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- e. The Lowest Acceptable Bid will be considered further for placement of contract/supply order after complete clarification and price negotiations if required as decided by CBC. CBC also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to provide the services within stipulated time and the same will be placed at Lowest-1 rate.

2. **Award of Contract:** After final evaluation of the technical & financial proposal, CBC will notify the successful Respondent in writing that their Proposal has been accepted.

3. **Disqualifications:** The CBC on behalf of Government of India may at its sole discretion and at any time during the evaluation of Bids / Proposals, disqualify any Respondent, if the Respondent has:

- i. Submitted the Proposal documents after the response deadlines.
- ii. Made misleading or false representation in the forms, statements and attachments submitted in proof of the eligibility requirements.
- iii. 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 year.
- iv. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- v. Failed to provide clarifications related thereto, when sought;
- vi. Submitted more than one Proposal;
- vii. Declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted;
- viii. Submitted a proposal with price adjustment/variation provision.

- The Respondent is expected to examine all the instructions, guidelines, terms and conditions as notified on CBC website at the time of Empanelment of Multimedia Creative Agencies.

4. **Financial / Price Bid Format:** The Financial / Price Bid format is given below and Bidders are required to fill this up correctly with full details on their letter heads indicating Rs. in figure.

(Proforma for submission of Financial Proposals)

(To be submitted only on Company's Letter Head with stamp and sign of the authorized signatory. The Per Unit Rate column should be filled by the Agency as per the Proforma attached; else the Financial Proposal shall be rejected. If any of the rows is left vacant, the financial proposal shall be rejected.)

RPF 22201/DCID/PADs/23-24 dated 13.04.2023

Sl. No	Product	Deliverables	Per Documentary Film Rate (InINR)- Exclusive of Taxes
1	High Quality Documentaries on Life and Works of Padma Awardees 2023	The scope of work regarding Production of high quality documentaries (Master Version in Hindi) on the tireless effort and remarkable feats of these real heroes who have been honored with 2023 Padma Awards shall include following: Scripting Shooting (Shot in 4k film format) 4K format) Voice over and Music Editing Graphics, animation and VFX (wherever required) Duration – Up to 60 Minutes	
2	Language Version of Documentaries on Life and Works of Padma Awardees 2023	Dubbing in the 11 Indian Languages Tamil, Telugu, Kannada, Malayalam, Marathi, Punjabi, Urdu, Odiya, Assamese, Gujarati, Bengali and English To be submitted in Hard Drive (in High Definition, Standard Definition and	Per language / per documentary Rate (In INR)- Exclusive of Taxes

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my / our knowledge and I have read and understood the terms and conditions contained in the RFP/ Tender Document. I understand that in case any deviation is found in the above statement at any stage. I / We will be blacklisted and will not have any dealing with the CBC in future.

(Signature of Authorized signatory with date and Seal)

2. **Disqualifications:** The CBC on behalf of Government of India may at its sole discretion and at any time during the evaluation of Bids / Proposals, disqualify any Respondent, if the Respondent has:

- a. Submitted the Proposal documents after the response deadlines.
- b. Made misleading or false representation in the forms, statements and attachments submitted in proof of the eligibility requirements.
- c. 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 year.
- d. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- e. Failed to provide clarifications related thereto, when sought;
- f. Submitted more than one Proposal;
- g. Declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted;
- h. Submitted a proposal with price adjustment/variation provision.
 - The Respondent is expected to examine all the instructions, guidelines, terms and conditions as notified on CBC website at the time of Empanelment of Multimedia Creative Agencies.

EMD Bank Guarantee format

Whereas..... (hereinafter called the “Bidder”) has submitted their offer dated.....for the services and supply of

(Herein after called the “Bid”) against the customer’s request for proposal No..... KNOW ALL MEN by these presents that WE..... of.....having our registered office at..... are bound unto.....(hereinafter called the “Customer”) in the sum of.....for which payment will and truly to be made to the said Customer, the bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of.....20.. The conditions of obligation are:

- (i) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (ii) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
 - a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Customer up to the above amount upon receipt of its first written demand, without the customer having to substantiate its demand, provided that in its demand the customer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)
Name and designation of the officer Seal, name & address of the Bank and address of the Branch)

Format of Arbitration Clause – Indigenous Private bidders

- (i) All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions.
- (ii) Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- (iii) Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- (iv) The sole Arbitrator shall have its seal in New Delhi or such other place in India as may be mutually agreed to between the parties.
- (v) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- (vi) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- (vii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Delhi International Arbitration Centre for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.

Performance Bank

Guarantee Format From:

Bank _____

To

The President of India through Directorate of Advertising & Visual Publicity Ministry of Information & Broadcasting Government of India New Delhi.

Dear Sir,

Whereas you have entered into a contract No. dt.....(hereinafter referred to as the said Contract with M/s , hereinafter referred to as the "Contractor/Supplier" for supply of services as per Part-II of the said contract to the said contractor and whereas the contractor/supplier has undertaken to produce a bank guarantee for 10% of total Contract value amounting to.....to secure its obligations to the President of India. We the..... Bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the contractor/supplier that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all the any sum up to a maximum of Rupees only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Contractor/supplier indulgence to the Contractor/Supplier by you, or by any alterations in the obligations of the Contractor/Supplier or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for 14 months from the effective date of contract according to the contractual obligations under the said contract.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by any change in the constitution of the bank or in the constitution of M/s.....