

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: 25.04.2023

**ADVISORY**

**Subject: Clarifications / Modifications regarding the RFP for engagement of multimedia/production agency for production of high quality documentaries on Padma Awardees 2022.**

The RFP with regard to the engagement of multimedia/production agency for production of high quality documentaries on Padma Awardees 2022 by CBC was floated on 13.04.2023. In this regard, a pre-bid briefing as scheduled in the RFP was held on 19.04.2023 at 3:00 pm through virtual mode.

After the discussions held during the pre-bid meeting, following advisory / clarifications are being incorporated in to the RFP after the approval of the competent authority. The multimedia/production agencies are requested to file their bids according to the below mentioned clarifications:

**1. As per point no. 12 of Part I : Earnest Money Deposit (page no. 5) of the RFP may be read as follows:**

	Earlier Text	Revised Text
Point no. 12 of Part I : Earnest Money Deposit (page no. 5) of the RFP	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	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

	<p>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.</p>	<p>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.</p> <p><b>Agencies that furnish a MSME certificate with their bids shall be exempted from the payment of EMD as per the Public Procurement Policy for Micro and Small Enterprises (MSEs), 2012.</b></p>
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2. As per Annexure – I: EMD Bank Guarantee Format (page no. 25) of the RFP may be read as follows:

**Earlier Annexure – I**

**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)

## Revised Annexure – I

### Technical Bid:

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
<b>Total</b>	<b>100 Marks</b>

▪ **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%.

3. As per Annexure – II: Format of Arbitration Clause – Indigenous Private bidders (page no. 26) of the RFP may be read as follows:

## Earlier Annexure – II

### 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 of 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.

## **Revised Annexure - II**

### **Financial Bid:**

**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. **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.

**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 (In INR)- Exclusive of Taxes
1	High Quality Documentaries on Life and Works of Padma Awardees 2023	<p>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:</p> <p>Scripting Shooting (Shot in 4k film format) 4K format) Voice over and Music Editing Graphics, animation and VFX (wherever required) <b>Duration – Up to 60 Minutes</b></p>	
2	Language Version of Documentaries on Life and Works of Padma Awardees 2023	<p>Dubbing in the 11 Indian Languages Tamil, Telugu, Kannada, Malayalam, Marathi, Punjabi, Urdu, Odiya, Assamese, Gujarati, Bengali and English</p> <p>To be submitted in Hard Drive (in High Definition, Standard Definition and</p>	<b>Per language / per documentary Rate (In INR)- Exclusive of Taxes</b>

The **EMD Bank Guarantee format** is incorporated as annexure – IV in to the RFP:

**Annexure - IV**

**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:

- (iii) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (iv) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
- c) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
- d) 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)

The **format of Arbitration Clause – Indigenous Private bidders** is incorporated as annexure – V in to the RFP:

## **Annexure - V**


### **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

This issues with the approval of the Competent Authority



**(Sreerag M)**  
**Deputy Director**