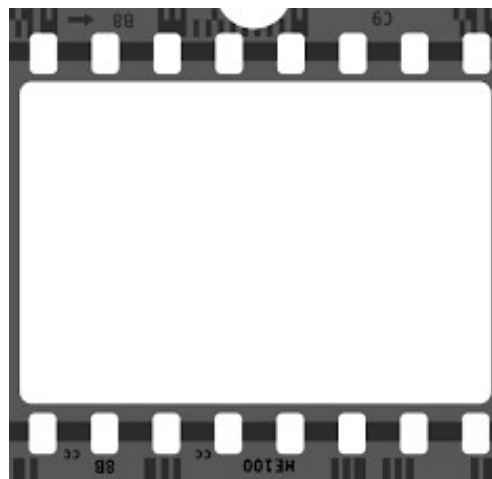


**“PROVIDING AND MANAGING SERVICES OF ARCHIVAL DCI,  
NON-DCI DIGITAL CINEMA CONTENT SUBMITTED FOR  
CENSOR CERTIFICATION ON LTO”**

**Volume II: General and Financial Specifications**



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## Providing and managing services of archival DCI, NON-DCI Digital Cinema Content submitted for censor certification on LTO

### **Volume-II: General and Financial Specifications**

#### **1. The RFP Process**

##### **1.1 Content of the RFP Document**

- i. The RFP documents are those stated below and should be read in conjunction with any Addenda issued in accordance with clause 2.9 (Amendment of Tender Documents) of this Volume and proceedings of Pre- Bid Meeting issued in accordance with clause 1.4 (Pre-Bid Meeting):
  - ☐ **RFP Volume I: Functional & Technical Specifications RFP**
  - ☐ **Volume II: General & Financial Specifications RFP Volume**
  - ☐ **III: Master Service Agreement**
- ii. The bidder is expected to examine all instructions, forms, terms, CBFC's requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every aspect would be at the bidder's risk and may result in rejection of the proposal.

##### **1.2 Key Activities and Dates**

###### **i. SCHEDULE FOR SUBMISSION OF PROPOSAL / BIDS.**

<b>Key Activities</b>	<b>Date</b>
Issuance of Request for Proposal (RFP)	On 20-12-2024 at 10.00 hrs.
Last Date of receiving queries from bidders	On 03-01-2025 at 17.00 hrs.
Pre-Bid Conference (if required)	On 06-01-2025 at 15.00 hrs.
Last date and time for submission of proposal	On 21-01-2025 at 17.00 hrs.
Opening of Pre-Qualification bids	On 24-01-2025 at 11.00 hrs.
Opening of the Technical Proposal	On 29-01-2025 at 14.30 hrs.
Opening of the Financial (Commercial) Proposal	On 03-02-2025 at 14.30 hrs.
Award of tender	On 12-02-2025 at 11.00 hrs.

- ii. **Important:** *It must be noted that CBFC reserves the right to change any date/time mentioned in the schedule above at any point of time. The bidders would, however be intimated of the changes as and when they happens and the same shall be uploaded on the CBFC website [www.cbfcindia.gov.in](http://www.cbfcindia.gov.in)*

### **1.3 Clarifications on RFP Documents**

- i. A prospective bidder requiring any clarification on the RFP documents may notify CBFC in writing at the CBFC's Mumbai HQ address indicated on CBFC website. All queries and clarifications should reach CBFC by 17.00 hrs. of 3<sup>rd</sup> January 2025.
- ii. CBFC would give clarifications to the bidders in the pre-bid meeting that may be held if required. However, CBFC would not send responses to the queries and clarifications to the bidders. CBFC also has the right not to respond to some or any of the queries at its sole discretion. CBFC will not entertain or respond to bidders' queries and clarifications after pre-bid meeting i.e. 06-01-2025.

### **1.4 Pre-Bid Meeting**

- i. The bidder's authorized representatives are invited to attend the Pre-bid meeting at their own cost which would take place at the venue mentioned below and time as stipulated in the Clause 1.2 of Volume-II of this RFP.
- ii. **Venue: (Comment: To be confirmed by CBFC)**
- iii. Central Board of Film Certification 9<sup>th</sup> Floor, Phase-I Building, Films Division Complex Dr. G Deshmukh Marg, Mumbai-400026 Email Address: [ceo.cbfc@nic.in](mailto:ceo.cbfc@nic.in)
- iv. The purpose of the meeting would be to clarify queries on any matter related to the RFP and the project.
- v. The bidders are requested to submit their queries in writing to CBFC on or before the date indicated in Clause 1.2 of Volume II of this RFP. Any queries received after the indicated date and time will not be entertained.
- vi. Bidders may submit the queries at above mentioned email ID within the stipulated timelines as indicated in Clause 1.2 above.

### **1.5 Proposal Preparation Cost**

The bidder is responsible for all costs incurred in connection with participation in this process, including but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings, presentation, preparation of proposal and in providing additional information required by CBFC. This RFP does not commit the CBFC to award a contract or to engage in negotiations.

### **1.6 CBFC's Right to Terminate**

- i. CBFC may terminate the RFP process at any time and without assigning any reason. The CBFC makes no commitment, express or implied, that this process will result in a business transaction with anyone.
- ii. This RFP does not constitute an offer by the CBFC. The bidder's participation in this process may result in CBFC selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by CBFC to execute a contractor to continue negotiations. The CBFC may terminate negotiations at any time without assigning any reason.

### **1.7 Venue and Deadline for Submission of Proposal**

- i. Proposals should reach CBFC at the following address: Central Board of Film Certification, 9<sup>th</sup> floor, Phase-I Building, Films Division Complex, Phase I Building 24 - Dr. G. Deshmukh Marg, Mumbai-400026
- ii. In case the proposal is submitted by hand, the bidder's representative(s) shall sign a register evidencing their attendance and mention his contact details.

**Last Date & Time of Submission of Proposal: 21st January 2025 by 17.00 hrs.**

### **1.8 Late Bids**

Any proposal received by the CBFC after the deadline for submission of proposal prescribed in Clause 1.2 of Volume II of the RFP shall be summarily rejected and returned unopened to the bidder.

## **1.9 Bid Opening**

- i. Total transparency will be observed while opening of proposals. Sealed envelopes of the bids would be opened at 11.00 hrs on 24<sup>th</sup> January 2025, (Pre-Qualification Bid) in the presence of authorized representatives of the bidders who wish to attend the event. The date of opening of technical bid shall be communicated in advance to the bidders meeting eligibility criteria upon evaluation of pre-qualification bids.
- ii. Similarly, the date and time of opening financial bids shall be communicated in advance to the technically qualified bidders. CBFC reserves the right at all times to postpone or cancel a scheduled RFP opening. The venue for the opening of proposals is as mentioned in the Clause 1.6 of Volume- II of this RFP.

## **2. Instructions to Bidders**

### **2.1 RFP Document Fee**

A RFP Document fee of Rs. 5,000/- (INR Five Thousand only) in the form of a Demand Draft drawn in favor of **“Pay and Account Officer, Films Division, Ministry of Information and Broadcasting, Mumbai”** payable at Mumbai must be submitted along with the Proposal (if not already submitted at the time of obtaining of RFP copy).

Proposals not accompanied by RFP Document Fee shall be rejected as non-responsive.

### **2.2 Cost of bidding**

The bidder shall bear all costs associated with the preparation and submission of their bid, contract negotiation and/or any activity related to this RFP. CBFC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **2.3 Eligible Bidders**

- i. A bidder may be a legal private entity or a legal government-owned entity with the Intent to enter to deliver the services.
- ii. The bidder should be eligible to operate in conformity with the provisions of the laws in India and shall have a registered office within India.
- iii. Bidder should not have any conflict of interest with any parties included in the bidding Process.

- iv. No consortium or Joint Venture is allowed to participate in the bidding Process.
- v. A bidder can submit only one bid in this bidding process. Submission of more than one bid by the bidder will result in the disqualification of all the bids submitted by the bidder.
- vi. The bidder must produce documentary evidence of any claim made in the RFP document regarding their eligibility and ability to fulfill the requirements specified within this RFP. The evaluation committee may decide the type and format of such documentary evidence.
- vii. The Evaluation Committee may make such investigations as necessary to determine the eligibility and ability of the bidder to fulfil the requirements specified within this RFP.

## **2.4 Blacklisting**

The bidder should not have been Blacklisted by Government of India or any State government / PSU over the last three years from the last date of submission of bid. Such bidders wouldnot be eligible to submit bid either themselves or through their associates.

## **2.5 Clarification on RFP Document**

- i. A Pre-bid meeting will be organized if required, as per the date mentioned in Clause 2.0 (Important Dates), to provide clarifications sought by the bidders. The venue of conducting such meeting shall be in Mumbai. Applicants requiring any clarification on this RFP document may notify CBFC (at its address given “Address of Correspondence” clause) in writing at least one day prior to the pre- bid meeting. Also, if the bidder feels that any important provision in the documents is unacceptable, such an issue should be raised at this stage.
- ii. Queries received later than as noted above shall not be entertained.
- iii. The bidders may submit their queries in the specified format as mentioned in this RFP (**Annexure III**–Format for Request for Clarifications)
- iv. The queries, suggestions and other observations will be examined by CBFC and any amendments to the RFP, if required, shall be done at the sole discretion of CBFC.



- v. Authorized representatives (maximum two persons) will be allowed to participate in the pre-bid meeting. Not attending the pre-bid meeting will not be cause for disqualification. The clarifications to the queries shall be given during Pre-bid conference. However, CBFC would not send responses to the queries and clarifications to the bidders. Except for responses to request for any clarifications on the bid, the bidder shall not contact CBFC by any means for any matter related to this bid from the time of submission of the bid until the issuance of Letter of Intent (LOI) to the successful bidder. Such actions may lead to disqualification as well as blacklisting of the bidder.

## **2.6 Bid Submission Formats**

- i. Bid must be submitted in the forms as specified in this RFP Document. Failure to do so may result in rejection of bid. The bidder should provide precise information called for and refrain from using ambiguous language. The bid should be submitted in English language only.
- ii. The bidder shall provide an English translation of any document(s), attached along with the bid, which is not in English.
- iii. Bidders are advised to submit bids based on the terms & conditions and specifications contained in the RFP document and not stipulate any deviations. Any deviation shall be clarified by the bidder in the pre-bid meeting itself and only if the CBFC allows it, as a part of the responses to the pre- bid query, shall it be accepted in the bid.
- iv. The bidder shall strictly adhere to the terms specified in this RFP document. Any violation of any of the terms may lead to disqualification of the bidder.

## **2.7 Earnest Money Deposit/Bid Security**

- i. The bidder shall furnish, as part of its bid, an **Earnest Money Deposit (EMD)/ bid Security of INR 50,000/- (INR Fifty Thousand only) by means of a demand draft, from a scheduled bank, drawn in favor of “Pay and Accounts Officer, Films Division, Ministry of I&B, Mumbai” payable at Mumbai.** The currency of the EMD shall be Indian Rupees (INR) only. Bids received without the EMD shall be rejected outright as non- responsive. No further communication from the bidder, in this regard, shall be entertained by CBFC. No interest shall be payable by CBFC for the sum deposited as EMD.

**ii. The EMD shall be forfeited in the following cases:**

- a. Any information submitted by the bidder is found to be incorrect. If bid is withdrawn during the validity period of any extension agreed by CBFC and bidder thereof. If the bid is modified in a manner not acceptable to CBFC after opening of the bid. If the bidder tries to influence the evaluation process. If the successful bidder fails to sign the contract in accordance with Clause 4.2 “Notification of award”
- b. In case of unsuccessful bidder, earnest money/bid security will be released on request from the bidder on a date subsequent to the signing of contract with the successful bidder.
- c. The bid security of the successful bidder will be returned after the bidder has signed the Contract Agreement pursuant to clause 4.3 (Notification of award of Contract) and has furnished the required Performance Bank Guarantee pursuant to clause 4.6. CBFC reserves the right to forfeit the earnest money or part thereof, in circumstances which according to it indicate that the bidder is not earnest in accepting/executing any order placed under specification.

**2.8 Period of Validity of Bids**

- i. Bids submitted by the bidders shall remain valid for acceptance for one hundred and twenty (120) calendar days from the last date of bid submission. A bid valid for a shorter period shall be rejected outright by CBFC as being nonresponsive. In exceptional circumstances, CBFC may solicit the bidders’ consent to an extension of the bid validity period. The request and the responses there to shall be made in writing. A bidder may refuse the request which will not lead to forfeiting its EMD. A bidder granting the Request will neither be required nor permitted to modify its bid.
- ii. During the bid validity period, the bidder is expected to keep available the personnel proposed for the assignment. CBFC will make its best effort to evaluate the bids and sign the contract within this period. If CBFC wishes to extend the validity period of the proposals, the bidders who do not agree have the right not to extend the validity of their proposals.

**2.9 Amendments to Tender Document**

- i. CBFC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document. At any time prior to the deadline for submission of the bids, CBFC may amend the RFP document by issuing addendum /

corrigendum notified through email. Any addendum issued shall be part of the bidding document and shall be communicated in writing/email to all who have obtained the RFP document directly from CBFC. In case of issuing addendum/corrigendum, the last date of bid submission may be extended by CBFC, if felt necessary by CBFC.

- ii. Prospective bidders shall promptly acknowledge the receipt of addendum/ corrigendum thereof, in writing, by email or post to CBFC. CBFC will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise by the bidder.
- iii. The bidders are requested to refrain from requesting extension of time on any grounds since the same will not be entertained by CBFC.
- iv. No clarification obtained through verbal communication by the bidder with any employee of CBFC will be deemed as addendum/corrigendum to this RFP document. The bidder acting on such a verbal communication will do so at his own risk and CBFC shall bear no responsibility for any outcome arising out of this.

### **2.10 Compliance with Mandatory Requirements**

All proposals will be reviewed for compliance with the mandatory requirements as contained Within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

### **2.11 Pre-Qualification Bid and Technical Proposal**

- i. For preparing the Pre-Qualification Bid and Technical Proposal, the bidders are advised to thoroughly examine this RFP in detail. Material deficiencies in providing the information requested may result in rejection of the Proposal/bid.
- ii. While preparing the Technical Proposal, the bidder must give particular attention to the following:
  - Understanding of scope of work
  - Features of the proposed system
  - Architecture envisaged for the solution including security measures
  - Brief technical details about the technology

- Approach and Methodology for implementation and roll-out
- Project plan
- Number and suitability of personnel planned to be deployed for this project and for Maintenance and Support.
- The Technical Proposal shall not include any financial information.

**iii. The bidder shall submit the following documents with its Pre-Qualification Bid:**

- a) A forwarding letter on company letter head of the bidder indicating the submission of the bid signed by an authorized person holding the power of attorney (please refer to **Annexure-I**).
- b) Particulars of bidder as per **Annexure-II**-Particulars of bidder
- c) Tender (RFP) Document Fee
- d) Earnest Money Deposit
- e) Response to the Pre-Qualification Criteria given in the **Annexure VII** (Pre- Qualification Criteria for bidders) along with supporting documents
- f) Details of past projects implemented (as per **Annexure-VI** - Details of Past Projects Implemented by bidder)

**iv. The bidder shall submit the following documents with its Technical Proposal:**

- a) Response to the Technical Criteria given in the **Annexure VIII** (Technical Evaluation Criteria for bidders) along with supporting documents.
- b) Project Approach & Methodology
- c) High level description of the proposed system
- d) Detailed Project Plan
- e) Tentative Hardware, Networking and Communication requirements for the project needed for bidder's proposed solution. This should include details of quantity and configuration.
- f) Support plan.
- g) CVs of the personnel planned to be deployed for this project. (as per **Annexure-V**: Format for Submitting Profiles of key resources)
- h) All relevant forms and documents as per the RFP requirement
- i) Any other relevant document

## **2.12 Financial Proposal**

- i. The bidder must submit Financial Proposal as perform at provided in **Annexure X: (Financial Proposal Formats)**. Bidders shall give a break-up of the prices in the manner and detail as asked for in **Annexure IX: (Financial Bid Formats)**, failing which CBFC may reject the bid.
- ii. The currency of the bid shall be in Indian Rupees (INR) only. Financial Proposal in any currency other than Indian Rupee (INR) will be treated as non-responsive and hence will be rejected.
- iii. In case of any discrepancy between words and figures, the amount indicated in words will prevail.
- iv. The bidder as part of its financial bid should account for all out of pocket and other expenses including all permits, approvals, travel cost and licenses etc. that may be required for completion of all items as mentioned in the scope of work of this RFP document.
- v. The Financial Proposal should clearly identify as separate amounts, the local, duties, fees, levies, and other charges to be incurred under the applicable law. The final quoted prices shall be inclusive of statutory taxes, duties and other levies.
- vi. The Financial Proposal will be outright rejected if the statutory taxes, duties, levies etc. quoted are higher than the prevalent rates as on date of bid submission.
- vii. The prices/rates quoted by the bidder shall remain firm (fixed) during the entire Contract Period and shall not be subject to any variation on any account except in case of statutory taxes, duties and levies. A bid submitted with a variable price quotation will be treated as non-responsive and hence will be liable to be rejected. The quantity and rates should be written very neatly, and there should be no overwriting or corrections. In case there are some corrections or overwriting, the bid will be liable to be rejected.

## **2.13 Submission, Receipt and Opening of Proposals**

- i. The bidder shall submit the Pre-Qualification Bid, Technical Proposal and the Financial Proposal using the appropriate forms furnished in the annexures. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- ii. The bidder shall prepare Pre-Qualification Bid, Technical Proposal and Financial Proposal and clearly mark each as “PRE-QUALIFICATION BID”, “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL”.

- iii. **The bidder must submit soft copies of its bid as well (Pre-Qualification Bid, Technical Proposal, Financial Proposal and other components) in Pen-drives/CDROMs, in the respective Envelopes.**
- iv. The bid shall contain the name and place of business of person or persons making the bid and shall be signed by the bidder with his usual signature. Bid by a corporation/company shall be signed by an Authorized Signatory. An authorized representative of the bidder shall sign his / her initial on all pages of Pre-Qualification Bid, Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney stating that the representative has been duly authorized to sign the bid and a copy of same shall be attached to the bid. The name and position held by the person signing the authorization must be typed or printed below the signature.
- v. The Pre-Evaluation Bid, Technical and Financial Proposals shall contain no inter lineation's or overwriting.
- vi. **The EMD and RFP document fee should be submitted in two separate envelopes marked as “Earnest Money Deposit (EMD)”and “RFP Document Fee” respectively.**
- vii. **The envelopes containing the Pre-Qualification Bid, Technical Proposal, Financial Proposal, EMD and RFP Document Fees (total 6 inner envelopes) shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address andthe RFP reference number.**

The inner and outer envelopes shall:

- a) Bear the name and address of the bidder.
  - b) Be addressed to CBFC nodal officer as mentioned in bid fact sheet, and
  - c) Bear the specific identification or reference number of this bidding process.
- viii. If the Pre-Qualification Bid, Technical Proposal, Financial Proposal, EMD and RFP Document Fee are not submitted in a separate sealed envelope duly marked as indicated above, this will lead to the rejection of bid.
  - ix. The bidders shall seal and mark the original and each copy of the Pre-Qualification Bid and Technical Proposal strictly as stipulated. CBFC shall not be responsible for misplacement, Loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be the case for bid rejection.

- x. Telegraphic/ Telefax/ Telex/ E-mail submissions of the bids will not be accepted.
- xi. The bidders are advised to submit their bids complete in all respect. The bidder shall submit a comprehensive list of attached forms/declarations/certificates etc.in response to tender document.
- xii. Bids with vague and ambiguous responses shall be deemed to be incomplete and shall be rejected.

#### **2.14 Last Date of Submission for Bids**

- i. The bids must be sent to the address indicated in the bid factsheet and received by CBFC no later than the time and the date of bid submission as indicated in the bid fact sheet, or any extension to this date.
- ii. Any bid received by CBFC after the deadline for submission shall be returned unopened. CBFC shall not be responsible for any postal or courier delays. In the event of the specified date for bid submission being declared a holiday for CBFC, the bids will be received up to the specified time on next working day. CBFC may, at any time, at its discretion, extend the deadline for the submission of bids in which case all rights and obligations of CBFC and bidders previously subject to the earlier deadline shall thereafter be subject to the new deadline.

#### **2.15 Modification & Withdrawal of Bids**

- i. A bidder may submit an amended bid till last date and time of bid submission. Such amended bid must be a complete replacement for a previously submitted bid and must be clearly identified as such. CBFC will not merge, collate, or assemble bid materials.
- ii. No bid shall be modified after the last date for receipt of bids. Modification of bid will not be allowed after last date and time of bid submission. Modification of bid after last date and time of bid submission will lead to forfeiture of EMD.
- iii. Bidders will be allowed to withdraw their bid till last date and time of bid submission with the consent of CBFC in writing. The bidder must submit a written withdrawal request signed by the bidder's duly authorized representative. Any withdrawal of bid without the consent of CBFC in writing will lead to forfeiture of EMD.

#### **2.16 Terms & Conditions of Bidders**

Any terms and conditions of the bidder will not be acceptable at any stage of bidding process. Any terms and conditions of the bidders mentioned in the bid will not be considered as a part of their bids and/or contract.

## **2.17 Deviations in Terms and Conditions of RFP**

- i.** No deviations in the terms and conditions as laid out in the RFP will be accepted.
- ii.** The evaluation committee overseeing the RFP reserves the right to waive minor irregularities. The evaluation committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive bids fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the evaluation committee.
- iii.** Bidders are advised to exercise adequate care in quoting the prices. No modification/correction in the bids will be entertained after the bid submission date.
- iv.** Provided that a Technical Proposal is substantially responsive, CBFC may waive any non-conformity or omission in the bid that does not constitute a material deviation.
- v.** Provided that a Pre-qualification bid or Technical Proposal is substantially responsive, CBFC may, at its discretion, request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Pre-qualification bid or Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Financial Proposal of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.
- vi.** Provided that the Financial Proposal is substantially responsive, CBFC will correct arithmetical errors during evaluation of Financial Proposals on the following basis:
  - a)** If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - b)** If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- vii.** If the bidder does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited, or its bid securing declaration shall be executed.



### **2.18 Right to Publish**

Throughout the duration of this bidding process and contract term, bidders must secure from CBFC, written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the bid or termination of the contract.

### **2.19 Clarifications from Bidders**

CBFC may at its sole discretion contact the bidder for clarification of the response.

CBFC reserves the right to verify the credentials (including documents, declarations, self-certifications) provided by the bidders by its own means and methods. In case CBFC receives feedback contrary to the responses of the bidder or is not satisfied with compatibility of the experience with the required standards/expectations, CBFC reserves the right to form its own opinion and even reject the bids and forfeit the EMD. CBFC/Evaluation Committee may use other sources of information in proposal evaluation as required.

### **2.20 Right of CBFC to Accept or Reject Bids**

- i. Notwithstanding anything contained in this RFP document, CBFC reserves the right to accept or reject any or all bids at any time without assigning any reasons therefore and without any liability or obligation for such acceptance, rejection or annulment.
- ii. The right to accept the bids in response to this RFP Document will rest with CBFC. CBFC further does not bind itself to accept the bid with Highest Final Score and reserves the authority to reject any or all the bids received without assigning any reason whatsoever.
- iii. CBFC reserves the right to accept bids in respect of all items, any one item or part of an item, and the acceptance thereof shall be deemed as sufficient notice of the exercise of such right.
- iv. The bid shall thereafter be for the quantity so accepted which will form the Contract.
- v. A bid in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable to be rejected. The decision of CBFC in respect of the above shall be final and binding on the bidder.

### **2.21 Due-diligence by Bidders**

- i. Each bidder should conduct its own study and analysis in order to respond to this RFP document.
- ii. CBFC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential bidder may make in case of failure to understand the requirement and respond to the RFP document.

### **2.22 Collusive Proposal**

- i. Bidders and their employees, agents, advisors and any other person associated with the bidder, must not engage in any collusive proposal, anti-competitive conduct or any other similar conduct with any other bidder or any other person in relation to the preparation or submission of bid.
- ii. In addition to any other remedies available under any law or any contract, CBFC reserves the right, in its sole and absolute discretion, to reject any submission lodged by a bidder that engaged in any collusive proposal, anti- competitive conduct or any other similar conduct with any other bidder or any other person in relation to the preparation or lodgment of proposals.

### **2.23 Fraud and Corrupt Practices**

- i. The bidders and the irrespective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, CBFC may reject any submitted bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged In corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding Process. CBFC may also initiate appropriate legal action under relevant Indian laws against the bidder found indulging in fraud and corrupt practices. Without prejudice to the rights of CBFC herein above, if an bidder is found by CBFC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, such bidder shall not be eligible to participate in any tender/RFP issued by CBFC for a period of 2(two)years from the date such bidder is found by CBFC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice,

undesirable practice or restrictive practice, as the case may be. Misrepresentation and/or improper response by any bidder may lead to disqualification of the bidder. If any such disqualifications are detected at any stage of bidding process/implementation, such bidder will be blacklisted.

- ii. Bids, which in the opinion of CBFC, have been completed with the improper assistance of employees of CBFC and ex-employees of CBFC, or with the utilization of information unlawfully obtained from CBFC, will be excluded from further consideration and shall be rejected. For the purposes of this Clause, the following terms shall have the meaning herein after respectively assigned to them:
  - a) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process.
  - b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding Process;
  - c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation in the bidding Process.
  - d) “undesirable practice” means establishing contact with any person connected with or employed or engaged by CBFC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process;
  - e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the bidding Process.

## **2.24 Conflict of Interest**

- i. CBFC requires the bidders to provide professional, objective, and impartial advice and at all times hold CBFC's interests paramount. The bidders should strictly avoid conflicts with other assignment or their own corporate interests and act without any consideration for future work.
- ii. Neither the selected bidder nor any of its personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Project.

- iii. A bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:
  - a) Have controlling shareholders in common; or
  - b) Receive or have received any direct or indirect subsidy from any of them; or
  - c) Have the same legal representative for purposes of this bid; or
  - d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of CBFC regarding this bidding process; or
  - e) A bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which it is involved.
  - f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.

## **2.25 Bid Opening**

- i. CBFC shall conduct the opening of Pre- Qualification Bids and Technical Proposals in the presence of bidder's representatives who choose to attend, at the address, date and time specified in the bid fact sheet.
- ii. The Technical and Financial Proposals will remain unopened and will be held in custody of CBFC until the time of opening of the Technical and Financial Proposals, respectively. The date, time, and location of the opening of Financial Proposals will be communicated in writing/email by CBFC.
- iii. All envelopes holding the Pre-qualification bids shall be opened one at a time, and the following read out and recorded:
  - a) The name of the bidder;
  - b) Whether there is a modification or substitution;
  - c) The presence of bid Security/EMD (to be provided in separate inner envelop)
  - d) The presence of RFP Document Fee (to be provided in separate inner envelop); and any other details as CBFC may consider appropriate.

- iv. No bid shall be rejected at the opening of Pre-qualification bid except for late bids and bids without RFP document fee/EMD.
- v. At the end of the evaluation of the Technical Proposals, CBFC will invite bidders who have submitted substantially responsive Technical Proposals and who have been determined as being qualified for award to attend the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals will be communicated in writing/email by CBFC.
- vi. CBFC shall conduct the opening of Financial Proposals of all bidders who submitted substantially responsive Technical Proposals, in the presence of bidder's representatives who choose to attend at the address, date and time specified by CBFC. The bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- vii. All envelopes containing Financial Proposals shall be opened one at a time, and the following read out and recorded:
  - a) The name of the bidder
  - b) Whether there is a modification or substitution;
  - c) The bid prices, including any other details as CBFC may consider appropriate.

## **2.26 Confidentiality**

- i. After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- ii. Any effort by a bidder to influence CBFC or others connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of Contract, may result in the rejection of his bid.
- iii. No bidder shall contact CBFC on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded. Any effort of the bidder to influence CBFC in its decision in respect of bid evaluation, bid comparison or award of the contract shall result in the rejection of the bid and forfeiture of the bid security. During the bid preparation process, bidders will focus their inquiries and communications, if any, to only the authorized nodal officer of CBFC.

- iv. Canvassing in connection with “Request for Proposal” is strictly prohibited. The submitted bid of the applicant who resorts to canvassing is liable to be rejected. Bid containing uncalled remarks or any additional conditions are liable to be rejected.

### **2.27 Taxes & Duties**

- i. All Goods and Services Taxes, levies, local taxes, VAT, work contract tax and other Taxes and Duties, Levies payable by the bidders in respect of the transaction between the bidders for procuring any services, components, sub- assemblies, raw- materials and equipment shall be included in the bid price and no separate claim on this behalf will be entertained by CBFC.
- ii. As regards the Income Tax, surcharge on Income Tax and other taxes including tax deduction at source, the bidder shall be responsible for such payment to the concerned authorities within the prescribed period.
- iii. **Wherever Indirect taxes including GST are applicable, the due credit as per the relevant Government policies wherever applicable, shall be taken into account by the bidder while quoting bid price.**
- iv. Statutory variation in all statutory taxes, duties and levies in India including service tax during the contractual period shall be to CBFC's account.

### **2.28 Return of Information to CBFC**

CBFC reserves the right, in its sole and absolute discretion, to demand that at any stage all written information provided by CBFC (whether confidential or otherwise and without regard to the type of media on which such information was provided to any bidder, including all copies of such information) be:

- a) Returned to CBFC, in which case the bidder must promptly return all such information to the address identified by CBFC; or
- b) Destroyed by the bidder, in which case the bidder must promptly destroy all such information and provide CBFC with written certification that it has been destroyed.

### **2.29 False or Misleading Claims**

CBFC may in its absolute discretion exclude or reject any proposal that in the reasonable opinion only of CBFC contains any false or misleading claims or statements. CBFC has no liability to any person or agency for excluding or rejecting any such proposal.

### **2.30 Assignment/Sub Contract**

Successful bidder shall not assign the project to any other agency, in whole or in part, to perform its obligation under the contract, without CBFC's prior written consent. Any sub- contracting request shall be addressed to CBFC for prior permission.

### **2.31 Intellectual Property Rights (IPR) Indemnity**

- i. The bidder shall, indemnify and hold harmless the CBFC and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the CBFC may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other IPR registered or otherwise existing at the date of the contract by reason of:
  - a) The installation of the Products/Services by the Bidder or the use of the Products/Services in the country where the Site is located; and
  - b) The sale in any country of the products produced by using the Products/materials purchased under the contract.
- ii. Such indemnity shall not cover any use of the Products/Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Products/Services or any part thereof, or any Products/Services produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Bidder, pursuant to the Contract.
- iii. If any proceedings are brought or any claim is made against the CBFC out of the matters referred to above, the CBFC shall promptly give the Bidder a notice thereof, and the bidder shall at its own expense and in the CBFC's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- iv. If the Bidder fails to notify the CBFC within fifteen (15) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the CBFC shall be free to conduct the same to the cost of Bidder.
- v. The CBFC shall, at the Bidder's request, afford all available assistance to the Bidder in conducting such proceedings or claim, and shall be reimbursed by the Bidder for all reasonable expenses incurred in so doing.

### **2.32 Criminal Charges and Conviction**

The Bidder warrants that it has disclosed and will continue to disclose during the term of this Contract full details of all criminal convictions and all pending criminal charges against it or any of its personnel and associates that would reasonably be expected to adversely affect the Bidder and the company who owns the patent of the technology being offered or the Bidder's capacity to fulfil its obligations under this contract.

## **3. Evaluation of Bids/Proposals**

Bids/Proposals will be reviewed by a Committee constituted by the CBFC or its designated representative(s). The CBFC, or such other authority designated by the CBFC, as the case may be, is also referred to herein as the Evaluation Committee (or "Committee").

### **3.1 Opening of Bids**

CBFC would open the proposal as specified in Clause 3.4 and subsequently examine and evaluate the bids in accordance with the same clause.

### **3.2 Initial Determination of Compliance with RFP Requirements**

The Committee will perform an initial review of all proposals that are submitted on time. After initial review, the Committee may recommend discontinuing the evaluation of any proposal which it considers unacceptable prima facie for any reason such as- The proposal is not a reasonable effort to respond to the requirements of the RFP; or The proposal contains technical deficiencies, such as not all the requirements of the solution are addressed and proposed solution is not in accordance with the requirements of the CBFC. The bidder shall provide all supporting documents for all the information submitted as a part of this RFPs response. Any claim without the required supporting document would not be considered for the purpose of scoring. The supporting documents submitted must be valid as on the date of submission of the bids.

### **3.3 Correction of Errors**

Bidders are advised to exercise adequate care in quoting the prices. No modification/correction in quotations will be entertained once the bids/proposals are submitted. Even before submission of the proposal, care should be taken to ensure that any corrections/overwriting in the proposal are initialed by the person signing the proposal form.



### **3.4 Bid Evaluation Procedure**

- i. To establish the bidder's competency and capabilities, it is proposed that the evaluation of the bids will be done in four stages as mentioned below:

#### **Stage-1:**

**Evaluation of Pre-Qualification Proposal to establish Eligibility Claim.**

#### **Stage 2:**

**Evaluation of Technical Proposal**

#### **Stage-3:**

**Evaluation of Financial Proposal**

#### **Stage-4:**

- ii. Final selection through evaluation based on QCBS method:

*On each of these parameters, the bidders would be required to meet the qualification/evaluation criteria as detailed in subsequent clauses.*

- i. All those bids meeting the Eligibility Criteria would progress to the next level of evaluation i.e. Technical Bid Evaluation.
- ii. Post technical evaluations, only the technically qualified bids would progress to next level of evaluation i.e. Financial Bid Evaluation.

#### **iii. Stage-1 of Bids Evaluation**

At this stage, only Internal Envelope-1 which is sealed marked as “**Envelope-1: Pre- Qualification Bid for Selection of Implementing Agency for “Providing and managing services of archival DCI, NON-DCI Digital Cinema Content submitted for censor certification on LTO”**” and containing the pre-qualification proposal, would be opened first on the pre-specified date and time in the presence of authorized representatives of all the bidders who choose to attend. The bidders' representatives who are present shall be required to sign and record their attendance.

#### **iv. Evaluation of Pre-qualification Proposal:**

An “Evaluation Committee” would perform an initial review of the pre-qualification proposals and they shall be scrutinized for the responsiveness as set in the pre- qualification criteria, and for the completeness of required supporting documents as required to establish the Eligibility Claim.

The pre-qualification criteria is listed out in **Annexure-VII**.

Note-Technical and Financial bids/ proposals would not be opened at this stage.

v. Stage-2 of Bids Evaluation

Now, Internal Envelope-2 which is sealed marked as “**Envelope-2: Technical Proposal for Selection of Implementing Agency for “Providing and managing services of archival DCI, NON-DCI Digital Cinema Content submitted for censor certification on LTO”**” and containing the technical proposal, would be opened first on the pre-specified date and time in the presence of authorized representatives of all the bidders who choose to attend. The bidders’ representatives who are present shall be required to sign and record their attendance. Evaluation of Technical Proposal;

vi. Technical Evaluation of only eligible bidders would be carried out in the following manner:

- a) The bidder’s technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and bidder is required to provide details on the proposed solution adopting the **evaluation frame work** given in **Annexure-VIII**.
- b) **Proposal Presentations:** The Committee may invite each bidder to make a presentation to the CBFC at a date, time and locations determined by the CBFC. The purpose of such presentations would be to allow the bidders to present their proposal solutions to the committee and the key points in their proposals.
- c) The Evaluation Committee may undertake oral clarifications from the bidders. The primary function of clarification in the evaluation process is to clarify ambiguities and uncertainties, if any, arising out of the evaluation of the bid documents.
- d) Depending on the evaluation methodology mentioned in point a, b and c, above each Technical bid will be assigned a technical score out of a **maximum of 100 points**.
- e) The bidders who score a Technical score of **40 or more** will qualify for the evaluation of the financial bid.
- f) The details of technical evaluation parameters are at **Annexure-VIII**.

vii. Stage-3 Evaluation of Financial Proposal

At this stage, only **Envelope-3** which is sealed marked as “**Envelop-3: Financial Proposal for selection of Implementing Agency for “Providing and managing services of archival DCI, NON-DCI Digital Cinema Content submitted for censor certification on LTO”**” and containing the Financial Proposal, would be opened on the pre-specified and time in the presence of authorized representatives of all the bidders who choose to attend. The bidders’ representatives who are present shall be required to sign and record their attendance.

**viii. Evaluation of Financial Proposal:**

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services (inclusive of taxes at prevailing tax rates). Omissions, if any, in costing any item shall not entitle the Bidder to be compensated and the liability to fulfill its obligations as per the Scope of Work within the total quoted price shall be that of the Bidder. The details of financial bid format and financial proposal formats are given at **Annexure-IX and X** respectively.

**ix. *\*Financial Bids that are more than 30% of the average bid price will be disqualified (the average bid price is computed by adding all Financial Bid values of ALL the technically qualified bidders and dividing the same by the number of technically qualified bidders).\****

**x. Stage4: Final selection through evaluation based on QCBS method:**

- i. Bidder will finally be selected by **Quality-and Cost-Based Selection (QCBS)** method.
- ii. The total score is calculated by weighing the technical and financial scores and adding them as per the formula mentioned below.
- iii. The Bidder achieving the highest combined technical and financial score will be invited for negotiations.
- iv. The highest evaluated Technical Proposal is given the maximum technical score (St) of 100. The formula for determining the Technical scores (St) of all other Proposals is calculated as following:  

$$St = 100 \times \frac{BTM}{BTMh}$$
 in which “St” is the technical score, “BTM” is the Technical marks of Bidder under consideration, and “BTMh” is the highest Technical marks  
 While the lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.
- v. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:  

$$Sf = 100 \times \frac{Fm}{F}$$
 in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.

**The weight age given to the Technical (T) and Financial (P) Proposals are: T=70 and P=30**

- vi. Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T+P=1) as following:  $S = St \times T\% + Sf \times P\%$ . The Bidder with highest bid score (S) would be selected.

	Technical Bid			Financial Bid			Bid Score(h)
Company Name(a)	Bidder's Technical Marks(BTM) (0to100) (b)	Technical Score(St) (c)=(b)/Highest Score *100	Weightage Of Technical Score (d)=(c)*70 /100	Financial Bid(INR) (e) = Lowest Bid/(e)*100	Financial Score (f)=(e) *30/100	Weightage Of Financial Score (g)	=(d)+(g)
ABC	85(Highest)	100.00	70	2200	95.45	28.63	98.63
DEF	75	88.2 (=75/85*100)	61.74	2100 (Lowest)	100	30	91.74
GHI	80	94.11	65.87	2250	93.33	27.99	93.86

Bidder 'ABC' would be selected in the above case.

### 3.5 Site Visit by CBFC

As part of the evaluation process, CBFC and/or any agency selected by CBFC shall be allowed to visit and examine/verify the bidder's system capabilities as defined in the Technical Proposal. The bidder, if asked by CBFC, shall arrange and facilitate such visit.

### 3.6 Best Value Determination and Final Evaluation

- i. Only those bidders who qualify for the Stage-I evaluation shall be considered for Stage-II evaluation. Similarly, only those bidders who qualify for the Stage-II evaluation shall be considered for Stage-III evaluation. Financial Proposals will be opened for the bidders who cleared Stage-II evaluation. The minimum score required for any bidder to be qualified for opening of financial bid is "Technical Score: 40% of the total marks".

- ii. Financial bid evaluation will be done on total prices all- inclusive of taxes, duties and levies.**
- iii.** Proposals will be ranked in descending order according to their final QCBS Scores ( S ) . The bid having the highest QCBS Score shall be termed as the most successful bid and its bidder will be selected for the project.
- iv. Financial bid evaluation will be done on total prices all- inclusive of taxes, duties and levies.**
- v.** Proposals will be ranked in descending order according to their final QCBS Scores ( S ) . The bid having the highest QCBS Score shall be termed as the most successful bid and its bidder will be selected for the project.

## **4. Award of Contract**

- i.** CBFC shall reserve the right to negotiate with the bidder whose proposal has been ranked first by the committee on the basis of the highest QCBS score. Following finalization of the most successful bidder, the contract shall be signed in accordance with Master Service Agreement (Volume III of the RFP document). CBFC reserves the right to present a contract to the bidder selected for negotiations. A contract will be awarded to the responsible, responsive bidder whose proposal conforms to the RFP and is, in the opinion of CBFC, the most advantageous and represents the best value to the project, price and other factors considered. Evaluations will be based on the proposals and any additional information requested by the CBFC.
- ii.** The final contract must stipulate that the overall solution will satisfy the requirements as stated in the RFP document. On acceptance of proposal for awarding the contract, CBFC will notify the successful bidder in writing that their proposal has been accepted. CBFC and successful bidder will work out the Contract Agreement at the time of signing of Contract.
- iii.** After signing of the Contract Agreement, no variation in or modification of the term of the contract shall be made except by written amendment signed by both parties. CBFC reserves the right to award the contract, based on initial offers received or otherwise, without discussion and without conducting any further negotiations. Further the selected bidder may not re-assign any award made as the result of this RFP, without prior written consent from CBFC.

#### **4.1 CBFC's Right to Accept or Reject Any or All Proposals**

CBFC reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time prior to award of contract, without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for CBFC's action.

#### **4.2 Notification of Award**

The successful bidder whose bid/proposal has been accepted shall be notified of the award of contract by the CBFC prior to the expiration of the period of validity of the proposal by registered letter/fax/email. The receipt of this letter (hereinafter the "Letter of Acceptance") shall be acknowledged by the successful bidder in writing and shall send its acceptance along with the required Performance Bank Guarantee to enter into the Contract within fifteen (15) days from the receipt of the Letter of Acceptance. Upon the successful bidder's furnishing of performance bank guarantee contract, signing process will take place. In case the successful bidder is unable to furnish the performance bank guarantee, CBFC may invite the bidder second in order of total score.

#### **4.3 Signing of Contract**

Once the CBFC notifies the successful bidder that its proposal has been accepted, pursuant to the bidder for acknowledging the Letter of Acceptance (LoA), the successful bidder and CBFC shall promptly sign the Contract. This shall be subject to the furnishing of the Performance Bank Guarantee (PBG) as stated in clause above. CBFC shall have the right and authority to negotiate certain terms with the successful bidder before signing of the Contract. The signing of the Contract shall amount to award of the Contract and the successful bidder shall initiate the execution of the work as specified in the Contract.

*Note: CBFC shall enter into a contract, incorporating all agreements (to be discussed and mutually agreed upon separately) between CBFC and the successful bidder.*

#### **4.4 Contract Period**

**The contract period shall be for 5 (Five) Years from the date of award of the contract/tender.** After the end of the contract period, CBFC reserves the right to either continue with the existing bidder with either same or revised terms and conditions as mutually agreed by both parties or sign a contract with other agency.

#### **4.5 Performance Bank Guarantee**

- i. The successful bidder shall at its own expense deposit a sum of Rs.5,00,000/- (Rs.5 Lakhs Only) as unconditional and irrevocable Performance Bank Guarantee (PBG) with CBFC, within fifteen (15) working days of the date of signing of the contract, from a scheduled bank acceptable to CBFC, payable on demand, for the due performance and fulfillment of the contract by the bidder.
- ii. *The Performance Bank Guarantee will be as follows:*

Schedule to Provide PBG	Performance Bank Guarantee
At the award of contract as described in clause 4.2. of this RFP Vol II	Rs.5,00,000/-(Rs.5LakhsOnly) PBG=PG

- iii. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder. The PBG shall be valid till 180 days after completion of tenure of appointment.
- iv. In the event of the bidder being unable to service the contract for whatever reason, CBFC would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of CBFC under the contract in the matter, the proceeds of the PBG shall be payable to CBFC as compensation for the bidder's failure to perform/comply with its obligations under the contract. CBFC shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.
- v. Before invoking the PBG, the vendor will be given an opportunity to represent before CBFC. The decision of CBFC on the representation given by the vendor shall be final and binding. If circumstances so warrant, the matter may be referred to an arbitrator to be appointed by CBFC with mutual consent.
- vi. The PBG is required to protect CBFC against the risk of selected bidder's conduct, which would warrant the PBGs forfeiture.

#### **4.6 Annulment of Award**

Failure of the successful bidder to comply with pre-qualification criteria, evaluation criteria and other terms and conditions set out in the RFP document shall constitute sufficient ground for the annulment of the award of contract, in which event CBFC may make the award to the next lowest evaluated bidder or call for new bids.

#### **4.7 Appointment Tenure**

- i. The tenure of appointment shall be valid for a term of Five (5) years from the date of award of the contract/tender.

- ii. The tenure of appointment of the selected bidder will end if :- Bidder contravenes the conditions/clauses as specified in the contract with CBFC; or At the end of the tenure as specified in the Letter of Appointment.

#### **4.8 Exit/Suspension/Termination of Contract with Selected Bidder**

No order of suspension or termination of contract with the selected bidder would be issued by CBFC, except after conducting an enquiry by a designated officer of CBFC, authorized in this regard. The grounds for suspension/termination of the selected bidder may include inter alia Contravention of the conditions/clauses as would be specified in the Contract/Letter of Appointment.

Inability to perform the duties and requirements as would be specified in the contract.

#### **4.9 Transition Support in case of Exit/suspension/termination of Selected Bidder-**

- i. In case of exit or suspension or termination, the selected bidder may be directed by CBFC to continue specific services and also to maintain all project assets including application software, databases, system software, hardware and networking, including documents or any other relevant material that may be in its custody or control, relating to its activities as Selected Bidder till the time required by CBFC or a new Selected Bidder comes on board.
- ii. Termination of the selected bidder shall be with immediate effect and would be subjected to the directions of CBFC. In such a situation, CBFC may direct Selected Bidder to continue discharging its role and responsibilities in the transition phase.

### **5. Other General Terms and Conditions**

#### **5.1 Relationship between the Parties**

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between 'CBFC' and the 'Bidder'. The bidder, subject to this contract will have complete charge of its personnel (and third parties, if any), performing the services under this project from time to time. The bidder shall be fully responsible for the services performed by them or on their behalf hereunder.

#### **5.2 Standards of Performance**

The bidder shall perform the services and carry out their obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The bidder shall always act in respect of any matter relating to this contract as faithful advisor to CBFC. The bidder shall always support and safeguard the



legitimate interests of CBFC, in any dealings with the third party. The bidder shall abide by all the provisions/ Acts/Rules etc. of Information Technology prevalent in the country and conform to the standards laid down in this RFP document, in totality.

### **5.3 Penalty Conditions**

- i. In case of delay in project implementation by the selected bidder, penalty would be imposed. The penalty conditions have been enumerated in the table below:

S.No.	Delay in days	Penalty in terms of total project cost
1.	30Days	Rs.10,000
2.	45Days	Rs.20,000
3.	60days	Rs.50,000
4.	Beyond61days	Rs.1,00,000

- ii. In case, if the delay goes beyond a period of 120 days, CBFC may reserve the right to terminate the contract. CBFC in such scenario will forfeit the Performance Bank Guarantee of the selected bidder. Any payment, if made by CBFC will also be recovered from the Vendor.
- iii. In the event of any delay, selected bidder shall also be provided with an opportunity to represent their case for delay in front of CBFC. However, the decision made by CBFC shall be final and binding on the selected bidder.

### **5.4 Delivery and Documents**

- i. The applicant shall submit all the deliverables on due date as per the delivery schedule.
- ii. The bidder shall not without CBFC's prior written consent, disclose the contract, drawings, specifications, plans, patterns, samples to any person /agency other than an entity employed by CBFC for the performance of the contract. In case of termination of the contract, the entire document(s) used by applicant in the execution of project shall become property of CBFC.
- iii. After the installation of various equipment at the site, bidder shall submit the installation report which shall clearly mention the Names, Serial Numbers, Make, and Model of each equipment along with the date of installation to CBFC.
- iv. The bidder shall provide all necessary support whenever requested by CBFC during the period of prototype development/pilot implementation

### **5.5 Governing Language for Assignment**

The contract shall be written in 'English Language'. English version of the contract shall govern its interpretation. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

## **5.6 Termination**

- i. Under this contract, CBFC may, by written notice terminate the bidder in the following ways- Termination by default for failing to perform obligations under the contract or if the Quality is not up to the specification or in the event of non-adherence to time schedule.
- ii. Termination for convenience in whole or in part thereof, at any time. CBFC reserves the right: To have any portion completed at the work order and/or the Work Order terms and prices; and/or to cancel the remainder.
- iii. Termination for Insolvency if the bidder becomes bankrupt or otherwise insolvent.

## **5.7 Force Majeure**

- i. Force majeure clause shall mean and be limited to the following in the execution of the contract/ purchase orders placed by CBFC:
  - a) War/hostilities.
  - b) Riot or Civil commotion.
  - c) Earthquake, flood, tempest, lightning or other natural physical disaster.

Restriction imposed by the Government or other statutory bodies, which is beyond the control of the bidders, which prevent or delay the execution of the order by the party of the first part.

- ii. Therefore, if at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, Civil Commotion, Sabotage, Fires, Floods, Explosion, Epidemics, Pandemic, Quarantine restriction, non-performance due to labour strikes, lock-outs and Acts of God(hereinafter referred to as 'Event') then provided a notice of the happening of any such event is given within twenty one days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance and the deliveries and/or performance of the work under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of CBFC as to whether the deliveries and/or performance of the work have been so resumed or not shall be final & conclusive provided further that if the performance in whole or in part is delayed by reasons of any such events for a period exceeding six days either party may at its option terminate under this clause and CBFC shall be at liberty to take over from the Selected Bidder at a price to be fixed by CBFC which shall be final all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the supplier at time of such termination or 'such portion thereof' at CBFC may deem fit except such materials bought out components and stores at CBFC may with the concurrence of CBFC elect to retain.

- iii. The successful bidder shall inform CBFC in writing as to the existence of the Force Majeure at the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions.
- iv. The selected Bidder in order to claim the benefit under the Force Majeure clause shall satisfy CBFC as to the existence of Force Majeure conditions, which prevented it from duly performing its obligations despite sincere efforts by it to perform the contractual obligations.
- v. CBFC shall consider the claim of Force Majeure by the selected bidder and decide the same. The decision of CBFC will be final and binding in this case.

### **5.8 Governing Laws/Jurisdiction Arbitration**

Any matter relating to the appointing of Selected Bidder or the procedure for the appointment of the Selected Bidder shall be governed by the Laws of Union of India.

In eventuality of any disputes, only the courts at Mumbai (with exclusion of all other courts) shall have the jurisdiction to decide or adjudicate on any matter of dispute which may arise during the tenure of appointment.

### **5.9 Arbitration and Legal Jurisdiction**

- i. All disputes between either parties occurring during the period of contract in relation to the contract shall be first resolved mutually between CBFC and Selected Bidder.
- ii. However, disputes which remain unresolved further shall be subject to the jurisdiction of the courts in Mumbai only.
- iii. In the event of any dispute or differences arising under these conditions or any conditions of the contract in connection with this contract, the same shall be settled by the Selected Bidder and CBFC amicably. If the disputes are not resolved by the Selected Bidder and CBFC amicably, the same shall be referred to a sole arbitrator to be appointed by the CBFC as per the Arbitration and Conciliation Act, 1996 (Central Act 26 of 1996) and the Rules there under. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Venue and seat of arbitration shall be Mumbai.
- iv. Upon every or any such reference, the costs and incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine the amount thereof, or as between party and party, and shall direct whom and to whom and in what manner the same shall be borne and paid.
- v. Work under the contract may be continued by the Selected Bidder during the arbitration proceedings unless otherwise directed in writing by CBFC, unless the matter is such that the

works cannot possibly be continued until the decision of the Arbitrator is obtained and except as those which are otherwise expressly provided in the contract, no payment due or payable by the Selected Bidder shall be withheld on account of such arbitration proceedings unless it is the subject matter or one of the subject matter thereof.

#### **5.10 Notice**

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the Contract Agreement.

#### **5.11 Progress of the Project**

The bidder would be required to intimate the progress of the project to CBFC in a frequency and manner as may be prescribed post mutual consultation and agreement with the bidder after the award of contract.

#### **5.12 Forfeiture of Performance Bank Guarantee**

In case of a successful bidder, the PBG submitted by the bidder shall be forfeited under the following conditions:

- i. If the bidder violates any such important conditions of this RFP.
- ii. If the bidder indulges any such activities as would jeopardize the interest of CBFC in timely finalization of this RFP document.
- iii. The decision of CBFC regarding forfeiture of PBG shall be final and not be called upon question under any circumstances. A default in such a case may involve blacklisting of the bidder.

#### **5.13 Probity & Publicity**

CBFC shall require all the bidders to:

Declare any actual or potential conflict of interest.

Not collude with any other bidder or any other contractor who is a potential bidder. Comply with all laws in force in India applicable to the bidding procedure. Not attempt to influence the outcome of the bidding procedure by offering any employment, payment or any other incentive to or in any way seek to improperly influence any person employed/engaged by CBFC.

Not make any press releases or responses to media enquiries and questions pertaining to this process or the subsequent selection process without CBFC's written approval. If the bidders act contrary to these requirements, CBFC reserves the right to:

- Terminate Negotiations,
- Terminate consideration of the bid and
- Terminate any contract that may have been executed by CBFC with such bidder without any obligation on CBFC to make any payments to the bidder.

#### **5.14 Reservation of Rights**

*CBFC reserves the right to:*

- i. Extend the Closing Date for submission of the bids. Amend the bid requirements at any time prior to the closing date, provided that the amendment is notified to prospective bidders.
- ii. Seek information from or negotiate with one or more of the bidders on any issue at any time and to continue to negotiate with one or more of the bidders.
- iii. Discontinue negotiations at any time with any bidder.
- iv. Terminate or a band on this procedure or the entire project before or after the receipt of bids. Seek the advice of external consultants to assist CBFC in the evaluation or review of bids. Make enquiries of any person, company or organization to ascertain information regarding the bidder and their bid. Reproduce for the purpose of this procedure the whole or any portion of the RFP document despite any copyright or other intellectual property right that may subsist in the RFP document.

#### **5.15 Extension of Contract**

CBFC reserves the right to extend the contract/ portion of the contract with either same or revised terms and conditions as mutually agreed by both parties or by accounting for rupee depreciation on present contract value. The extension of the contract will be based on the performance of the bidder during the contract period which will be reviewed by CBFC on yearly basis.

#### **5.16 Breach of Statutes**

The successful bidder shall indemnify CBFC against all penalties and liabilities of every kind of breach of any Statutes, Ordinance, Rules and Regulations or by-laws as may be applicable for and in the execution of the contract.

### **5.17 Waiver**

Any waiver by CBFC of any breach of the terms or conditions of the contract shall not constitute waiver of any subsequent breach of the same.

### **5.18 Indicative Project Timelines**

Please refer Para 16 of the Volume-I of this RFP document for the CBFC envisaged timelines for the execution of this project. Bidders are required to submit a detailed Work Plan indicating phase wise activities and timelines to complete each activity as listed. Bidders should also indicate any dependencies in any of these activities which may result in any considerable delays/deviations from the work plan.

### **5.19 Miscellaneous**

- i. The end product of the work assignment carried out by the bidder, in any form, will be the sole property of CBFC.
- ii. In the event the applicant's / bidder's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with CBFC, should be passed on to the compliance by the new company/new division in the negotiation for their transfer.

### **6.1 Annexure-I : Format for Cover Letter**

[To be submitted on Bidder Company's Letterhead]

Date:

To:

**The CEO,**

**Central Board of Film Certification 9<sup>th</sup> Floor, Films Division Complex 24, Dr. G. Deshmukh Marg Mumbai-400026**

**Sub: Proposal for Selection of Bidder for “Providing and managing services of archival DCI, NON-DCI Digital Cinema Content submitted for censor certification on LTO”**

Dear Sir,

- 1 With reference to your RFP document dated, we, having examined the Bidding Documents and understood their contents, hereby submit our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
- 2 All information provided in the Proposal and in the Appendices to it is true and correct and the documents accompanying such Proposal are in original or true copies of their respective originals, as the case may be.

This statement is made for the express purpose of qualifying as a Selected Bidder for **“Providing and managing services of archival DCI, NON-DCI Digital Cinema Content submitted for censor certification on LTO”**

- 3 We shall make available to CBFC any additional information it may find necessary or require to supplement or authenticate the Proposal.
- 4 We acknowledge the right of CBFC to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

- 5 We declare that, we have examined and have no reservations to the RFP Documents, including any Addendum issued by CBFC.
- 6 We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit a Proposal for the Project, without incurring any liability to the Bidders.
- 7 We believe that we satisfy the eligibility criteria and meet(s) the requirements as specified in the RFP document.
- 8 We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by CBFC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the abovementioned Project and the terms and implementation thereof.
- 9 We agree to keep this offer valid for **120days (one hundred and twenty)** days from the Proposal Due Date specified in the RFP.

We agree and undertake to abide by all the terms and conditions of the RFP document. We submit this proposal under and in accordance with the terms of the RFP document.

Yours  
Faithfully,  
Date:  
(Signature of the Authorized signatory)

(Name and designation of the of the Authorized  
signatory)

Place:

(Name and rubber seal of the Bidder)



*CERTIFICATE AS TO AUTHORIZED SIGNATORIES*

Hereby it is certified that I Mr./Ms. ....

.....Company Secretary of The firm/corporation

.....,and that Mr./Ms.

..... who has signed the above bid are authorized to bind  
the firm/corporation by authorities of its governing body.

(CompanySecretary)

Date & Place:

## **6.2 Annexure-II: Format for Particulars of Bidder**

1. Registered Name of the Firm
2. Type of Firm (Proprietary/Partnerships/Private/Public)
3. Please enclose self-certified copy of certificate of incorporation
4. Complete Address of Registered Office
5. Date &Country of Incorporation
6. Number of years of operations in India
7. Number and locations of offices in India
8. Contact person details:
  - a. Name, Designation, Mobile Number, Email
9. Telephone Number (with ISD &STD Code)
10. Fax Number (with ISD &STD Code)
11. Brief description of the Firm including details of its main lines of business along with the brief profile of the organization
  - a. Total Annual turnover (for Indian operations) for last 3 financial years (Enclose Certificates duly signed by Chartered Accountant)
12. Annual turnover from Information Technology business (for Indian operations) for last 3 financial years (Enclose Certificates duly signed by Chartered Accountant)
13. Total Number of employees:
14. Number of employees having regular working experience in the field
15. Please attach copy of PAN Card/Service Tax Registration
16. Any other relevant information

Signature of Authorized Signatory Name of  
Designation of Authorized Signatory Telephone &  
Mobile Number (with ISD& STD Code)Fax  
Number (with ISD& STD Code)

E-Mail Address Official seal of the Company

### 6.3 Annexure-III: Format for Request for Clarifications

Bidder's Request For Clarification			
Name of Organization submitting request:		Name & position of person submitting request	Address of organization including phone, fax, email points of contact
<Name of bidding company>		<Name of primary contact person>	Address: Tel: Fax: E-mail:
#	Bidding Document Reference (Volume/Clause/Page No.)	Content as in RFP requiring clarification	Query/points of clarification required
1			
2			
3			
4			

**6.4 Annexure-IV: Summary of Profile of Key Personnel**

#	Role	Qualification	Years of Experience	Profile Summary
1.	Project Director			
2.	Project Manager			
3.	Application Development And Integration Lead			
4.	Security Lead			
5.	Networking Lead			
6.	Quality Assurance Lead			
7.	Operational Lead			
8.	Others(please specify)			

### 6.5 Annexure-V: Format for submitting Profiles of Key resources

#	Items	Guidelines
1.	Name of the personnel:	<Name of the personnel>
2.	Designation	<Designation in bidding firm>
3.	Proposed position for the project:	<Responsibility Area in the project>
4.	Qualification:	<ul style="list-style-type: none"> <li>• &lt;Degree-1&gt; <ul style="list-style-type: none"> <li>o Academic institution graduated from</li> <li>o Year of graduation</li> <li>o Specialization(if any)</li> </ul> </li> <li>• &lt;Degree-2&gt; <ul style="list-style-type: none"> <li>o Academic institution graduated from</li> <li>o Year of graduation</li> <li>o Specialization(if any)</li> </ul> </li> </ul>
5.	Professional Certifications:	<No. of years>
6.	Total years of experience	<No. of years>
7.	Years of experience in present Company	<No. of years>
8.	Experience of working on Government Projects	<Yes/No>  <No. of years>  <Project Reference–Names Only>
9.	Experience of working on Turn key Projects	<Yes/No>  <No. of years>  <Project Reference–Names Only>
10.	Projectwise professional experience details: (Only relevant projects)	<Name of the project & client> <ul style="list-style-type: none"> <li>• Key project features in brief</li> <li>• Relevance to CBFC project in brief</li> </ul>

**6.6 Annexure-VI: Format for providing details of past projects**

#	Items	Guidelines
1.	Name of the project	<Project Name>
2.	Client Details	<Client Name & Complete Address> <Contact Person's Name> <Contact Number> <Email ID>
3.	Scope of the project	<Provide short narrative description and details of The overall project scope>
4.	Scope of the work done	<Provide details of scope of work under contract>; <highlight key result areas expected and achieved>
5.	Duration of the project	<No. of Months & Years> <From: mm/yyyy ><To: mm/yyyy>
6.	Relevant work area/domain	<Specify the relevance of area of work/domain Relevant to the requirements of this RFP>
7.	No. of locations	<Specify the no. of locations for implementation>
8.	Contract Value	<Provide particulars on contract value assigned to each major phase and milestone>.

**6.7 Annexure-VII: Pre- Qualification Criteria (Eligibility Criteria)**

Bidders should include this compliance checklist duly completed with their Pre-Qualification Proposal:

S.N o.	Pre- qualification Criteria	Details	Document to be submitted
1	Registered Legal Entity	Bidder Should be Company registered under Companies Act, 1956 Or a partnership firm registered under LLP Act, 2008.	Certificate of Incorporation, Memorandum, Articles of Associations
2	Valid PAN and Service Tax Number	The Bidder shall have valid PAN and Service Tax Number.	Copies of PAN Card and Service Tax registration
3	ISO Certification	The bidder should be in the possession of ISO 9001 and ISO 27001 certification for last at least 5 years.	Copies of the certificates
4	Company Revenue	The bidder should have a minimum Annual Average Turnover of Rs. 10 cores in the last three financial years (FY 2021-2022, 22-23, 23-24)	Copy of the audited profit and loss account / balance sheet / annual report of last three financial years mentioning required figures
5	Past as well as current Experience In Digital Content Archival	The bidder should have experience in the archival and its management for DCI – DCP movie content on LTO.  The bidder should have experience of archival and its management for minimum 1000 DCI – DCP movies in the last 15 years.  The bidder should have experience in retrieval and successful playback in a cinema theater playback system of the archived DCI – DCP movies.	Self declaration in this regard in the Company's letter head signed by the Director / Company Secretary / Authorized signatory of the bidder.

**Volume-II General and Financial Specifications**

6	Number of Archival Centers	The Bidder shall have multiple operational Archival centers on LTO	Self- Certificate along with the address of the office
7	Black- listing and malpractices	The Bidder shall not be under a declaration of in eligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies in India during the last three years from the date of submission of bid.	Declaration in this regard by the authorized signatory of the bidder should be attached.
8	LOCATION	The Bidder should have existing and functional Technical support office at Mumbai	Self- Certificate along with the address of the office



## 6.8 Annexure-VIII: Technical Evaluation Parameters

**Following table outlines the Technical Evaluation Parameters and Scoring Methodology**

**Based on which evaluation of technical proposals of the bidders shall be carried out by CBFC**

SN	Criterion	Max.Marks
1	<p>Bidder's Turnover: The bidder should have a minimum Annual Average Turnover of Rs. 10 Crores in the last three financial years</p> <p><b>Scoring Methodology (In three years from 2021-22 to 2023-24)</b></p> <p>Rs.10 to 150 Crore=5Marks  Rs.151 to 300 Crore=10Marks  Rs.300 Crore and above=15Marks</p>	15
2	<p>The bidder should be in the possession of ISO 9001 and ISO 27001 certification for last at least 5 years.</p> <p><b>Scoring Methodology</b></p> <p>Availability of only ISO 9001 certificate = 5Marks  Availability of only ISO 27001 certificate = 5 Marks  Availability of both certificate = 10 Marks  Additional marks if the bidder is listed company = 5 Marks</p>	15
3	<p>The bidder should have past as well as current experience in the archival and its management for DCI – DCP movie content on LTO.</p> <p><b>Scoring Methodology</b></p> <p>Upto 1 year of experience = 5 Marks  1 to 5 years of experience = 10 Marks  &gt;5 years of experience = 15 Marks</p>	15
4	<p>The bidder should have past as well as current experience of archival and its management for minimum 1000 DCI – DCP movies in the last 7 years.</p> <p><b>Scoring Methodology</b></p> <p>Up to 1500 movies = 5 Marks  1500 to 5000 movies = 10 Marks  &gt;5000 movies = 15 Marks</p>	15

**Volume-II General and Financial Specifications**

5	<p>The bidder should have past as well as current experience in successful playback in cinema theater playback system, post retrieval of the archived DCI – DCP movies from LTO storage.</p> <p><b>Scoring Methodology</b>  Up to 50000 successful playbacks = 5 Marks  50001 – 100000 successful playbacks = 10 Marks  &gt;100000 successful playbacks = 15 Marks</p>	15
6.	<p>The bidder shall have multiple operational archival centers on LTO.</p> <p><b>Scoring Methodology</b>  Up to 2 centers – 5 Marks  &gt; 2 centers – 10 Marks</p>	10
7.	<p>Presentation – 5 Marks  Live Demonstration of Archival System based on LTO for the 3000 number of DCI-DCP as mentioned in point number 4.</p> <p>&lt;= 3000 – 5 Marks  &gt;3000 – 10 Marks</p>	15
	Total	100

**6.9 Annexure-IX: Financial Bid Formats**

<b>Sl. No</b>	<b>Description</b>	<b>Total Base Price (INR)</b>	<b>Goods and Service Tax (INR)</b>	<b>Other applicable taxes (mention details, If any) (IN R)</b>	<b>Total Price (INR)</b>
<b>1.</b>	Total Cost to be charged to the applicant for Providing and managing the services for a single DCI/NON-DCI digital cinema content on LTO which is more than 72 minutes.				

**Total Price#(in figures):Indian Rupee\_\_\_\_\_**

**Total Price#(in words):Indian Rupee\_\_\_\_\_**

**6.10 Annexure-X: Financial Proposal Format**

[To be submitted on Bidder Company's Letterhead]

To:

**The CEO**

**Central Board of Film Certification 9<sup>th</sup> Floor, Films Division Complex 24, Dr. G Deshmukh Marg Mumbai-400026**

**Sub: Financial Proposal for Selection of the Bidder for “Providing and managing services of archival DCI, NON-DCI Digital Cinema Content submitted for censor certification on LTO”**

**Dear Sir,**

We are pleased to submit our Financial Proposal for the purpose mentioned in Subject above.

We hereby declare that our Financial Proposal is unqualified and unconditional in all respects.

1. The Financial Bid has been quoted without seeking any minimum guarantee support from CBFC.
2. Our attached Financial Proposal is as follows:

Particulars	Cost in INR (In figures)	Cost in INR(In words)
Total Cost to be charged to the applicant for Providing and managing the services for a single DCI/NON-DCI digital cinema content on LTO which is more than 72 minutes		

Yours faithfully,

Date:

(Signature of the Authorized  
signatory)

(Name and designation of the Authorized signatory)

Place:

(Name and rubber seal of the Bidder)

**CERTIFICATE AS TO AUTHORIZED SIGNATORIES**

Hereby it is certified that I Mr./Ms .....Company Secretary of the  
Firm/corporation....., and that Mr./Ms ..... who

Has signed the above bid are authorized to bind the firm/corporation by authorities of its  
governing body.

(Company Secretary)

Date & Place:

## 6.11 Annexure-XI: Format for Performance Bank Guarantee

### (PERFORMA OF BANK GUARANTEE)

**THIS DEED OF GUARANTEE** executed on this the \_\_\_\_\_ Day of at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/Registered office at \_\_\_\_\_ Hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns ;

*In favour of*

Central Board of Film Certification, (hereinafter referred to as “**CBFC**”, which expressions shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

*WHEREAS*

A. By the Agreement (“**AGREEMENT**”) being entered into between CBFC and \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956, having its registered office

\_\_\_\_\_, Selected Bidder, CBFC’s Providing and managing services of archival DCI, NON-DCI Digital Cinema Content submitted for censor certification on LTO (hereinafter referred to as “The Project”).

B. As per terms of RFP, the Selected Bidder is required to furnish to CBFC, an unconditional and irrevocable bank guarantee for an amount of Rs. \_\_\_\_\_ only as security for due and punctual performance/dischARGE of its obligations under the Agreement relating to design, development and operate the system.

C. At the request of the Selected Bidder, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/ discharge by the Selected Bidder of its obligations relating to the Project:

NOW THEREFORE THIS DEED WITNESSE AS FOLLOWS:

1. Capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the Agreement.
2. The Guarantor hereby irrevocably guarantees the due and punctual performance by (hereinafter called “the Selected Bidder”) of all its obligations relating to the Project and in connection with design, development and operation of system by the Selected Bidder, in accordance with the Agreement.
3. The Guarantor shall, without demur, pay to CBFC sums not exceeding in aggregate Rs. \_\_\_\_\_, within five(5)calendar days of receipt of a written demand there for from CBFC stating that the Company has failed to meet its obligations under the Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Selected Bidder or validity of demand so made by CBFC and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Selected Bidder or any other Person. The Guarantor’s obligations here under shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.
4. In order to give effect to this Guarantee, CBFC shall be titled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Selected Bidder or postponement/non exercise/ delayed exercise of any of its rights by CBFC or any indulgence shown by CBFC to the Selected Bidder and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by CBFC or any indulgence shown by CBFC, provided nothing contained herein shall enlarge the Guarantor’s obligation hereunder.

5. This Guarantee shall be irrevocable and shall remain in full force and effect until (180days after completion of tenure of appointment) unless discharged/released earlier by CBFC in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs.....

6. This Guarantee shall not be affected by any change in the constitution or winding up of the Selected Bidder/the Guarantor or any absorption, merger or amalgamation of the Concessionaire / the Guarantor with any other Person.

7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated here in, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under.

IN WITNESS WHEREOF THE GUARANTOR HASSETITSHANDSHERE UNTO ON THE DAY, MONTH AND YEAR FIRST HEREIN ABOVE WRITTEN.

SIGNEDANDDELIVERED

by\_\_\_\_\_Bank, by the hand of Mr./Ms.  
\_\_\_\_\_its\_\_\_\_\_and authorized official.



## **6.12 Annexure-XII: Format for Self-Declarations**

**A]** *Undertaking for availability of Sufficient and Competent Manpower to support the requirements in RFP*

*[To be submitted on Bidder Company's Letterhead]*

Date:

To:

**The CEO**

**Central Board of Film Certification 9<sup>th</sup> Floor,**

**Films Division Complex 24, Dr. G. Deshmukh Marg Mumbai-**

**400 026**

**Sub: Undertaking for Sufficient IT Manpower**

Dear Sir,

In accordance with eligibility requirements of this tender process, we <Name of the bidding firm> wish to declare that, we have more than \_\_\_\_\_ <number of employees> full time employees on our own payroll, having regular working experience in e-Governance Projects, in last 5 years, and who are competent to support CBFC's Project (both Integration and Maintenance) and Business Operations to execute and deliver the services as per the envisaged scope of work.

Yours faithfully,

Date:

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Place:

(Name and rubber seal of the Bidder)

**6.13 Annexure-XIII - Format for self- declarations**

*“No Conflict of Interest” [To be submitted on Bidder Company’s*

*Letterhead]*

Date:

To:

**The CEO**

**Central Board of Film Certification 9<sup>th</sup> Floor,**

**Films Division Complex 24, Dr. G. Deshmukh Marg Mumbai-**

**400 026**

**Sub: Undertaking for No Conflict of Interest**

Dear Sir,

In accordance with clause 2.24 of the Volume-II of this RFP document, We < Name of the  
firm > wish to declare that we do not have any conflict of interest that may affect  
the current Bidding Process.

Yours faithfully,

Date:

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized  
signatory)

Place:

(Name and rubber seal of the Bidder)

**B]** *Format for self-declaration on Clean Track Record–No Blacklisting and No Corrupt/Fraudulent Practices*

*[To be submitted on Bidder Company's Letterhead]*

Date:

To:

**The CEO**

**Central Board of Film Certification 9<sup>th</sup> Floor,**

**Films Division Complex 24, Dr. G. Deshmukh Marg**

**Mumbai - 400 026**

**Sub: Undertaking of Clean Track Record**

Dear Sir,

With reference to the above subject, we hereby wish to inform that, <Name of the Firm> hasn't been blacklisted by any Central / State Government Department/ Institution and there has been no litigation with any Department / PSU / Corporation in Central / State Government which may have any impact on our ability to deliver the project(if awarded) or under a declaration of in eligibility for corrupt or fraudulent practices as on date. -

**We hope that this undertaking provided herein above shall suffice the purpose. In case you need and further clarification, we would be glad to provide the same.**

Yours faithfully,

Date: (Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Place:

(Name and rubber seal of the Bidder)

**6.14 Annexure-XIV: Format of Statement of Deviations**

Format for statement of deviation from scheduled requirements:

<b>S. No.</b>	<b>Reference (Clause No.&amp; Page No.)</b>	<b>Deviation in proposal</b>	<b>Brief Reason</b>