Request for Proposals (RFP) for purchase of non-commercial, non- profit and non-exclusive screening rights of Bollywood and Indian regional feature films for screening by Ministry of External Affairs and Indian Missions/Posts abroad

Reference No. K/PAV/3124/01/2019	Dated:12.10.2022
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Bid Document download start date	12.10.2022(1800 HRS)
Clarification start date	13.10.2022 (1100 HRS)
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Pre bid conference	14.10.2022 (1100 HRS)
Bid Submission start date (online)	12.10.2022(1800 HRS)
Bid Submission end date (online)	03.11.2022 (1800 HRS)
Date of opening of RFP ( <b>online</b> )	04.11.2022 (1100 HRS)

#### **TERMS & CONDITIONS:**

# 1. Scope of work:

The External Publicity & Public Diplomacy Division of the Ministry of External Affairs (MEA) invites proposals from film producers/distributers for purchase of screening rights of the following Bollywood and Indian regional feature films:-

Sl. No.	Title of the Film	Language
	BOLLYWOOD FEATURE	FILMS
1	Andhadhun	Hindi
2	Toilet: Ek Prem Katha	Hindi
3	Padman	Hindi
4	Chhichhore	Hindi
5	Panga	Hindi
6	Kasturi (Children film)	Hindi
7	Sui Dhaga	Hindi
8	83	Hindi
9	Saina	Hindi
10	Halahal	Hindi
11	Runway 34	Hindi
12	RRR	Hindi
	INDIAN REGIONAL FEATUI	RE FILMS
13	Hellaro	(Gujarati)

14	Reva	(Gujarati)
15	Dhh	(Gujarati)
16	Ek Je Chilo Raja	(Bangla)
17	Mayurakshi	(Bangla)
18	Gumnami	(Bangla)
19	Nathicharami	(Kannada)
20	Hebbettu ramaka	(Kannada)
21	Akshi	(Kannada)
22	Kalla Nattam	(Malyalam)
	Thondimuthalam Driksakshiyum	(Malyalam)
	Helen	(Malyalam)
25	Jersey	Telgu
26	Mahanati	Telugu
27	Maharshi	Telugu
28	Asuran	Tamil
29	Jai Bhim	(Tamil)
30	Baaram	(Tamil)
31	Bhonga	(Marathi)
32	Tajmahal	(Marathi)
33	Anandi Gopal	(Marathi)
34	Harjeeta	(Punjabi)
35	Rab da Radio 2	(Punjabi)
36	Ronuwa- who never Surrender	(Assamese)

37 Priyamanasam (Sanskrit)

These films should be provided in formats like DVD, Blu Ray, and Hard Drive/DCP. These films should be subtitled in English (each in separate DVD, Blu Ray, Hard Drive, and Digital Cinema Package). The films are required for screenings abroad on non-commercial/non-profit/non-exclusive screening rights basis for promotion of Indian cinema abroad and also for holding film festivals/film weeks through Indian Missions/Posts abroad. Distributors provide dubbing and subtitling rights of these films in all foreign languages such as French, Spanish, and Arabic, German & Portuguese. However, if a Bidder is able to offer films subtitled/dubbed in any foreign language(s). he/she may indicate the additional subtitling/dubbing in foreign language (language- wise) in a separate sheet. The films should be offered with cue sheets in English & Hindi along with the script.

#### 2. Eligibility criteria:

Bidder/authorized representatives should provide evidence of having necessary ownership rights of the films. If the bidder is not the direct buyer of screening rights from the producer of a film, then all supporting documents linking the chain of transfer of screening rights have to be submitted. In case more than one film is being offered, the rate of each film should be mentioned separately. It is mandatory for the bidder to meet all conditions of this RFP.

## 3. Technical specifications/deliverables:

Successful bidder must supply the best HD print of the following deliverables for use, and, if offered with subtitling/dubbing in foreign languages, to enable dubbing/subtitling in other languages and conversion to other formats within 60 days of being declared successful bidder:

- a) High Definition (HD) Mixed Master with English subtitles.
- b) High Definition (HD) Unmixed Master in Hard Drive in original with script / dialogue sheet (time coded) from the original languages of the films into English subtitles/dubbing.
- c) DVD Copy in .Mov format (not exceeding 2 GB) of the Master (unmixed and mixed) with English subtitles -five copies of each.
- d) DVD in .mp4 Format of the master and subtitled versions in English two copies of each.
- e) Soft copy (Word document in CD/DVD) of approved script, cue sheet, synopsis, .....lyrics in Hindi and English language.
- f) One DCP (Digital Cinema Package) of each film.
- g) Blu Ray DVDs (Original and Subtitled) of each film- five copies each.
- h) Original soundtrack of the film in a Hard Drive.
- i) Design covers and publicity posters of the film (around 20-25), inlay design work.
- j) Trailer Video of the film

# 4. Price, EMD, and Performance guarantee:

- i) The price quoted should be the full amount, including all taxes, against all deliverables. An amount of Rs. 9,00,000/- (Rupees Nine Lakh only) will have to be deposited as an **Earnest Money Deposit** (EMD) which is 3% of estimated tender value with the bids in the form of a **bank demand draft or bank guarantee** *valid for a period of 45 days* beyond the final bid validity period. Estimated tender value will be approx three crore. This EMD should be scanned and attached with the RFP documents to be submitted online. No bids will be accepted without requisite EMD. This EMD along with the hard copy of entire proposal should be sent in original to the undersigned after successful online submission of the bids. The EMD will be refunded within one month of the date of announcing of award of the contract. No claim of interest will be entertained by MEA in case of delayed payments for reasons beyond its control.
- ii) "Micro and small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Departments of Micro, Small and Medium Enterprises or are registered with the Central Purchase Organization or the concerned Ministry or Department are not required to submit EMDs". MSEs seeking EMD exemption must submit its MSME certificate.
- iii) Successful bidder will have to deposit Bank **Performance Guarantee** in shape of a **bank demand draft or bank guarantee** in favour of **PAO, COA, MEA, New Delhi** equivalent to *3% (three percent)* value of the contract in case of each vendor within fifteen (15) days of award of the contract, *valid upto 60 days after the completion of the tenure of contract period.* EMD, Demand Draft, or Bank Guarantee deposited with MEA shall earn no interest.

# 5. **Submission of proposals:**

Bidder should upload their bids on GeM Portal in two separate parts: Technical and Financial Bid

- **Evaluation procedure:** Evaluation of the Technical and financial bids:
- a) Technical Bids: Only those agencies which submit all the documents as specified in para 6, Annexture 1- 11 will be technically qualified and eligible for financial evaluation.
- b) Financial bids: Lowest price per film (L1 will be recommended for acceptance.
- c) Bids are to be submitted online by **03.11.2022** (**1800 HRS**) as per BOQ files attached with the RFP. Bids will be opened on **04.11.2022** at **1100** hrs in presence of Film selection Committee, interested bidders can also participate. Selection will be made by a Film Selection Committee whose decision will be final and binding on all. Lowest price per film (L-1) will be recommended for acceptance. However Ministry has reserved rights to negotiate with the L1 bidders if quoted price seems higher. Bids should be submitted in online mode only. MEA reserves the right to relax any term or condition of this RFP at any stage of tender process with the approval of the competent authority. Bids should be submitted duly sealed/stamped with signature of bidder/authorized representative attaching the following in a scanned .pdf file:
  - (1) A covering page stating all Annexure attached with the technical

- bid as detailed below (A/1).
- (2) Notarized copy of ownership document of the film; or in cases of authorized representatives an authority letter in original from the owner/films' right holder. Complete name, office address, and branches if any should be mentioned (A/2).
- (3) Notarized affidavit in original on Rs. 100/- stamp paper affirming/confirming to be the owner/authorized representative/ rights holder by bidder and eligible to bid as he/she meets all conditions of this EOI notice and is not disqualified by any disqualification mentioned in the EOI notice (A/3).
- (4) Details of link agreements to ownership document (A/4).
- (5) Particulars of the bidder in the prescribed format (A/5).
- (6) Notarized affidavit declaring that screening of film abroad is free from all encumbrances (A/6)
- (7) Notarized indemnity bond on Rs. 200/- stamp paper (A/7)
- (8) An amount of Rs. 9,00,000/- (Rupees Nine Lakh only) will have to be deposited as an Earnest Money Deposit (EMD) with the bid after scanning it in the form of a bank Demand Draft *valid for a period of 45 days* from last date of submission in favour of the "Pay and Accounts Officer, Ministry of External Affairs" payable at New Delhi (A/8). The same should be deposited in original to the undersigned on or before the last date of submission of bids.
- (9) Tax returns for the last three years (2019-2021) and copies of PAN/TAN/Service Tax numbers, as applicable (**A/9**).
- (10) Copy of the terms and conditions duly signed by authorized signatory as a token of acceptance of the same (A/10).
- (11) Any additional information from the bidder which is relevant to the offer (A/11).

#### 7 **Instruction to Bidders:**

A Bidder should meet prescribed eligibility criteria and observe conditions of this RFP. Offer should be valid for at least 180 days from the last date of submission of RFP. The bids should be submitted online on or before **1800 hrs on 03.11.2022.** MEA reserves the right to accept or reject all or any of the bids without assigning any reason. Incomplete applications will be liable to be rejected. As per GFR Rule, Bidders should not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids. Bidders should mention their complete office address along with Email Id and contact details.

## 8. Contract/Notification of Award/ Letter of Acceptance of Award:

MEA will notify the successful bidder(s) by e-mail and confirm through letter on the address provided, that his/her bid has been accepted. This 'Notification of Award' shall quote the amount which MEA will pay to the bidder in consideration of the performance of the Scope of Work by the bidder. The successful bidder(s) on receipt of "Notification of Award" shall convey his 'Acceptance of Award' by return e-mail which will be confirmed through speed post letter within seven

(07) Business days. The Notification of Award and the letter of Acceptance of Award shall constitute the contract.

#### 9 Terms & Condition:-

- a) Mere submission of the proposal shall not confer any right whatsoever on the submitting entity/bidder.
- b) It shall be obligatory on part of the submitting entity / bidder to furnish any further information as may be sought by MEA.
- c) No amendments/ changes will be allowed after the last date of submission of bids.

# 10.a) Forfeiture of EMD: - EMD will be forfeited on account of one or more of the following reasons:

- i) The bidder withdraws his/her bid during the period of bid validity.
- ii) In case of a successful bidder, the selected bidder fails to sign the agreement in time and furnish performance security.
- b) Termination/Penalty clause: Refusal or inability or delay or any false statement by the successful bidder to supply all deliverables as per Scope of Work at the contracted rate within prescribed time frame may result in termination of the contract and forfeiting of EMD/Bank Performance Guarantee as well as disqualification of the bidder from participating in future tenders. MEA will have the right to take any other action as deemed necessary. Withdrawal of a bid after its submission can result in the forfeiture of the EMD. The bidder is bound to provide high quality of feature films and good quality of sub titling and dubbing in Indian regional and foreign languages. If MEA finds the quality of film or sub-titling and dubbing services lacking in quality, bidder will be bound to re-submit the films in desired quality of picture and sub tiling / dubbing without any additional cost to MEA in a time bound period as specified by MEA

# **Disqualification:**

Incomplete applications without applicable Annexure may render a bidder disqualified. Even though a bidder may meet eligibility criteria, he/she is subject to be disqualified if any bidder/authorized representative have:

- (a) Made misleading or false representation in the forms, statements and attachments submitted; or
- (b) Had previous record of poor performance during the last 03 (three) years, as on the date of application such as rescinding of contract for which the reasons are attributable to the non-performance, inordinate delays in performance; or
- (c) If a bidder has a criminal history or has been convicted by any court of law for any of the offences under any Indian law in last ten years.
- Period of Screening Rights: The period of validity of procured Films will be Five years from the date of contract signed.

12. **Force Majeure Clause (FMC):** A force Majeure means Extraordinary<sup>8</sup> events or circumstances beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong – doing, predictable/ seasonal rain and any other events specifically excluded in the clause). An FM clause does not excuse a party's non-performance entirely, but only suspends it occurs and it cannot be claimed ex-facto.

## 13 Acceptance/ Rejection of bids:

MEA reserves the right to reject any or all of the bids or to modify or cancel the RFP as and when deemed necessary.

#### 14 **Jurisdiction of courts:**

Any dispute arising out of this RFP shall be governed and settled in accordance with the laws of India and the courts in NCT of Delhi shall have exclusive jurisdiction in relation thereto.

#### 15 **Contact details:**

Eligible bidders may please submit their bids only in online mode through Central Procurement Organization's e-procurement GEMPORTAL clearly mentioning the name and address/mobile phone number of the bidder/authorized representative before **1800 hrs on 03.11.2022.** A hard copy of the proposal along with the EMD, all annexure and all notarized affidavits should be sent to the undersigned after successful online submission of the RFP. The bids should be addressed to Shri Sanjeev Saklani, Under Secretary (Public Diplomacy), Room No. 256-A, 2<sup>nd</sup> Floor, 'A' Wing, External Publicity & Public Diplomacy Division, Ministry of External Affairs, Shastri Bhavan, New **Delhi- 110001**. No offline proposal will be accepted. In case of any help or clarifications please contact PAV Section at 011-23381769/23381736 or e-mail: uspd@mea.gov.in (but not for submission of RFP).

#### **Opening of EOI:**

The proposal shall be opened as per the schedule mentioned in table of important dates at Room No. 256,  $2^{\rm nd}$  Floor, 'A' Wing, and Shastri Bhawan, New Delhi in the presence of Film Committee members and bidders who choose to attend the opening of bids. Authorized representative with the authority letter on the letter head of bidding company duly signed by the bidder will be allowed to attend the bids opening to be held at **1100 hrs on 04.11.2022 on**. Successful bidder(s) has/have to comply with post-contract award formalities as per this RFP.

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I/We	(Name	of	the	bidder	/authorized
representative)			forward	the	following
Annexure with	the bid:				

- (1) Notarized copy of ownership document of the film or authority letter from the owner/film's right holder. Complete name, office address, and branches, if any, should be mentioned (**Annexure 2**).
- (2) Notarized affidavit in original on Rs. 100/- stamp paper affirming/confirming to be the owner/authorized representative/ rights holder by bidder and eligible to bid as he/she meets all conditions of this RFP and is not disqualified by any disqualification mentioned in the RFP (Annexure 3).
- (3) Details of link agreements to ownership document (**Annexure 4**).
- (4) Particulars of the bidder in the prescribed format (**Annexure 5**).
- (5) Notarized affidavit declaring that screening of the feature films abroad is free from all encumbrances (**Annexure 6**).
- (6) Notarized indemnity bond on Rs. 200/- stamp paper (**Annexure 7**).
- (7) Earnest Money Deposit (EMD) of Rs. 9,00,000/- (Rupees Nine Lakh only) in the form of a bank Demand Draft valid for 45days from last date of submission (**Annexure 8**) or MSME certificate if exempted..
- (8) Tax returns for the last three years (2019-2021) and copies of PAN/TAN/Service Tax numbers, as applicable, showing turnover of Rs. One Crore (Annexure 9) during the last three years.
- (9) Any additional information from the bidder which is relevant to the offer (**Annexure 10**).

I / We confirm as in para 1 to 9 above.

Place:	Signature of Bidder
	NAME (in BLOCK LETTERS):

Date: ADDRESS:

(To be given on Stamp paper of Rs. 100/- only duly notarized)

# A F F I D A V I T

To

The Under Secretary (PD)

	External Publicity and Public Diplomacy Division, Ministry of External Affairs, New Delhi
1.	This is to certify that I/Weam/are the sole Proprietor and right holder(s) / of the film(s) "".
2.	That my/our registered address for sending mail, correspondence and notice is as following:
3.	That we do not have any branches <u>or</u>
	We have branches located at the following addresses:
4.	It is further certified that the information/documents given is/are absolutely correct and complete to the best of my/our knowledge and belief and nothing has been concealed therein. If at any stage, the information/documents given is/are found incorrect or false, I/We shall be personally held responsible and liable to face all legal consequences apart from forfeiture/refund of all sums of EMD, Performance Guarantee or fixed sum of amount for rights received.

I/We confirm as in para 1 to 4 above.

Place: **Signature of Bidder** NAME (in BLOCK LETTERS):

**ADDRESS:** Date:

# **AFFIDAVIT**

,	/We affirm to be the
and elig	authorized representative/rights holder of the film(s)
(a)	Not made misleading or false representation in the forms, statements and attachments submitted; or
(b)	No previous record of poor performance during the last 03 (three) years, as on the date of application such as rescinding of contract for which the reasons are attributable to the non- performance, inordinate delays in performance, or has not been blacklisted by any Ministry / department State Government or any provide organization of repute; or
(c)	No criminal history or have not been convicted by any court of law for any of the offences under any Indian law in the last ten years.
P	Place: Signature of Bidder NAME (in BLOCK LETTERS):
D	Pate: ADDRESS:

# **Details of Link Agreements**

Name / banner Address, Phone Period of Agreement of right holder & fax number (with specific dates)

- 1. Original
- 2.
- 3.

This is to certify that the information given above is true & complete, and nothing has been concealed in my application. It is further certified that the information/documents given is/are absolutely correct and complete to the best of my/our knowledge and belief and nothing has/have been concealed therein. If at any stage, the information/documents given is/are found country/wrong, I/We shall be personally held responsible and liable to face all legal consequences apart from forfeiture/refund of fixed sum paid for the non-commercial screening rights.

Signature of the Bidder with rubber stamp:

Name in BLOCK letters:

Address, telephone & fax number:

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(Number	or pages	attached to	this Annexure	_

	( 1
Partio	culars of the Bidder and film offered (One page per film)
Name	e of the Bidder:
Addre Telep	ess: pany registered office: ess of Branches if any: hone number: address:
1.	Name of the Film(s) offered
2.	Language(s)
3.	Year of Production
4(a).	(i) Date of issue of original Censor Certificate with "A"/"U/A"/"U"  (ii) Date of issue of revised censor certificate with "V/U"
4(b). 	Duration of the Film (in minutes), with cuts:
	Without cuts:
5.	Category: "U", or "V / U"
6.	Cast in Respect of Major Roles:
7.	Name of the Producer 1. (If there are more than one, give names of all Producers) 3.
8.	Name of the Director:

(Signature and Stamp of Bidder)

BANNER/STAMP:

# Affidavit

	I/We	affirm that:-	
1.	telecasting rights al respect of the film(s arises as a Bidder it	e/court case regarding ownership of the non-commerciong with dubbing and subtitling in all foreign languages If any dispute would be my/our duty to get objections cleared as mentione will also be liable to pay all the court expenses incurred ball Affairs.	in ed
2.	The screening of the	film abroad is free from any encumbrance.	
3.	correct and comple has/have been con- given is/are found t liable to face all	d that the information/documents given is/are absolute to the best of my/our knowledge and belief and nothing ealed therein. If at any stage, the information/document be incorrect, I/We shall be personally held responsible and egal consequences apart from forfeiture/refund of EME tee or fixed sum paid for non-commercial screening rights.	ig ts
	I/We confirm	s in para 1 to 3 above.	
	Date:	Signature of Bidder NAME (in BLOCK LETTERS): ADDRESS:	

# To be given on Stamp paper of Rs. 200/- only (Each page duly notarized)

# **INDEMNITY BOND**

	This <b>INDEMNITY BOND</b> is executed by Mr./ Ms
	Sole proprietor or authorized signatory M/s
	(Name & banner with address) (Hereinafter called 'the Obligor') in favour of
	Under Secretary (PD) Ministry of External Affairs at New Delhi (hereinafter called
	'the Obligee')
1	AND MITTER AC that the Obligan handry declared that he is the much sour feels
1.	<b>AND WHEREAS</b> that the Obligor hereby declares that he is the producer/sole right holder of the feature film(s)in
	language(s) and is legally entitled and competent to offer the aforesaid film for
	sale of non-commercial screening rights abroad
2.	FURTHER that the 'Obligor' hereby undertakes to keep the 'Obligee' indemnified
	against any claim, dispute, litigation, and court expenses incurred by the Obligee
	etc. in respect of the non-commercial screening rights of the said film.
3.	FURTHERMORE, that the 'Obligor' agrees to make available to the 'Obligee' all
	deliverables mentioned in para 3 (a) to (f) for the purpose of non-commercial
	screening rights at his own expenses.
4.	FURTHER, that in the event of any objection/claim from any party or parties
	against non-commercial screening rights of the above feature film 'the Obligor'
	agrees and undertakes to get the objections cleared of his own claim, litigation
_	and/or dispute.
5.	<b>FURTHER</b> , that in the event of any dispute, this indemnity bond shall be
c	subjected to the jurisdiction of appropriate Court in <b>NCT of New Delhi</b> .
6.	<b>AND WHEREAS,</b> the "Obligee" has expressed his willingness to pay a fixed sum to the 'Obligor' in connection with the non-commercial screening of the feature
	film(s)in all foreign languages and formats.
7.	<b>AND WHEREAS,</b> "the Obligor' has consented to accept the fixed sum.
8.	AND WHEREAS, 'the Obliger' has approached 'the Obligee' to pay the fixed sum,
<b>.</b>	'the Obligee' has agreed to make payment of the fixed sum to 'the Obligor'.
9.	NOW THEREFORE THIS BOND WITNESSES that in the consideration of
	payment of the said fixed sum by 'the Obligee' to 'the Obligor' the said Mr./Ms.
	sole proprietor or authorized signatory of
	M/s (Name and address) binds himself to pay
	the said fixed sum with interest, loss, damages and costs of all kinds whatsoever
	to 'the Obligee' in the event of any claim being made in respect of the said fixed
	sum.

10.	<b>FURTHER,</b> in consideration of the aforesaid fixed sum 'the Obligor' undertakes to 'the Obligee' that all assets of 'the Obligor' both movable and immovable, will be responsible to 'the Obligee' for the said fixed sum. For the purpose of this clause, 'the Obligor' which expression unless repugnant to the context, shall mean and include his properties and heirs, executors, administrators and assignees.
11.	That said Indemnity Bond is without prejudice to any other remedies that the Ministry of External Affairs, New Delhi ('The Obligee') may have against the Obligor under any law for the time being in force.
	IN WITNESS whereof the said 'Obligor' has hereto signed at (place) on thisday of (2022).
	<u>OBLIGOR</u>
	Name, signature & Address
	WITNESS:
	Of the 1st witness Name, signature & Address
	Of the 2 <sup>nd</sup> witness Name, signature & Address

BANNER/STAMP:

only)	with this Annexure:				
	Date of Demand draft or Bank guarantee:				
	Date valid upto:				
	Name of Bank, branch and address:				
	Date:	Signature of Bidder NAME (in BLOCK LETTERS): ADDRESS:			

Details of the amount of Earnest Money Deposit (EMD) of Rs. 9,00,000/- (RupeesNneLakh

(a	income tax returns of the	last three years attached as t	ander:
1.	(2019-2020)		
2.	(2020-2021)		
3.	(2021-2022)		
(b)	(b) Copies of PAN/TAN/Service Tax (As applicable) attached as under:		
	1.		
	2.		
	3.		
	Date:	Signature of Bidder NAME (in BLOCK LETTER ADDRESS:	S):
			BANNER/STAMP

# Annexure 10

# **Affidavit**

I/We		affirm	that	I/we	have	
carefully read the terms and conditions of the RFP for supply of Indian Bollywood						
and regional feature films for	or screening abroad on	non-com	mercia	ıl basis	and	
fully understood the same. I/we accept all the terms and conditions fully without						
any reservations.						
	Signature of Bidder					
D .	NAME (in BLOCK LET	TERS):				
Date:	ADDRESS:					

# Additional information relevant to the offer of film for screening abroad:

I/we wish to submit the follo	owing additional information relevant to the
Or	
I/we wish to submit that the offer of film	ere is <b>NO</b> additional information relevant to the 
(Delete inapplicable)	
Date:	Signature of Bidder NAME (in BLOCK LETTERS): ADDRESS: