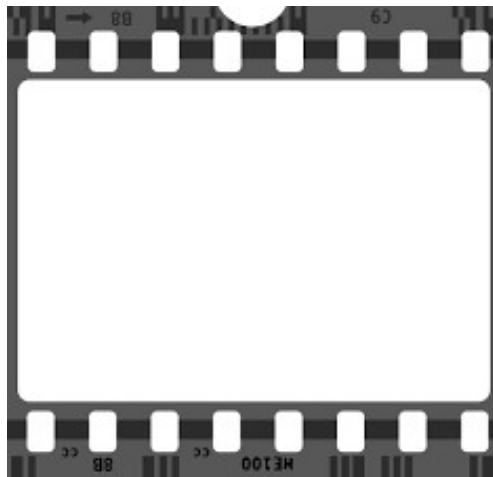


“PROVIDING AND MANAGING SERVICES OF ARCHIVAL DCI, NON-DCI DIGITAL CINEMA CONTENT SUBMITTED FOR CENSOR CERTIFICATION ON LTO”

Volume I: Functional & Technical Specifications





(Ministry of Information and Broadcasting)

NOTICE INVITING TENDER

Central Board of Film Certification (CBFC) invites proposals for “Proposal for providing and managing services of archival of Encrypted Digital Cinema Package (Content) of Films at CBFC on LTO”. The Request for Proposal (RFP) document (in three volumes) can be downloaded from <http://cbfcindia.gov.in/> and can also be obtained from the office of CEO, Central Board of Film Certification, Films Division Complex, Phase-I Building, 24, Dr. G. Deshmukh Marg, Mumbai-400026 during working days against non-refundable RFP Documents fees of Rs.5,000/- in form of demand draft in favour of “Pay and Accounts Officer, Films Division, Ministry of Information and Broadcasting, Mumbai” payable at Mumbai. The sealed bids in physical form should be submitted to the same address as mentioned above. Last date and time for submission of bids is 21st January 2025 by 17.00 hrs. CBFC reserves the right to accept or reject any bid without assigning any reason.

-sd-

Chief Executive Officer

Central Board of Film Certification

Email:ceo.cbfc@nic.in Tel.022-23510477

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**GOVERNMENT OF INDIA
MINISTRY OF INFORMATION AND BROADCASTING
CENTRAL BOARD OF FILM CERTIFICATION**

REQUEST FOR PROPOSAL (RFP)

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

Disclaimer

Central Board of Film Certification (CBFC) has prepared this document to give interested parties the background information on the Project to be implemented. While the organization has taken due care in the preparation of information contained herein, the organization or any of its or agencies or any of its respective officers or employees do not give any warranty or make any representations or imply as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. The information is not intended to be exhaustive. CBFC reserves the right not to proceed with the Project or to change the configuration of the Project or to alter the time table reflected in this document or to change the process, the procedure to be applied. CBFC also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities requesting for proposal.

INVITATION

Scaled bids are invited from eligible, reputed, qualified ‘IT/IT enabled e-Governance Service provider’ for the purpose of providing a service (both in the form of Hardware and Software) to archive digital cinema content from the applicant. Firms with sound technical and financial capabilities of providing service of Archival of Digital Cinema Content at CBFC on Linear Tape Open (LTO) along with the establishment and operation of related process are invited to bid for the same. This invitation to bid is open to all Bidders who have qualified the eligibility criteria in the RFP.

Volume–I Functional & Technical Specifications

The intent of this RFP is to invite proposals from Agencies/Firms/Companies (also referred to as ‘bidders’) to enable the Central Board of Film Certification (CBFC) to select an agency for Archival of Digital Cinema Content.

This RFP Document has three Volumes: RFP Volume I: Functional & Technical Specifications
RFP Volume II: General & Financial Specifications RFP Volume III: Service Level Agreement

SCHEDULE FOR SUBMISSION OF PROPOSAL/BIDS

Key Activities	Date and Time
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.

RFP document containing the details regarding the scope of work, prescribed pro forma, and qualification criteria can be downloaded from the website of CBFC. The completed Pre-qualification, Technical and Commercial bids are to be submitted before the date and time along with the prescribed EMD amount at the following address:

The Chief Executive Officer, Central Board of Film Certification,
9th Floor, Films Division Complex, Phase I Building, Dr. G. Deshmukh Marg,
Mumbai–400026

REQUEST FOR PROPOSAL

This document adopts the following customized definitions:

1	DVD	Digital Video Disk
2	DCP	Digital Content Package
3	NTFS	New Technology File System
4	MOV	Quick Time Movie
8	MP4 (MPEG)	Moving Picture Experts Group
9	CVC	Central Vigilance Commission
10	DD	Demand Draft
11	LAN	Local Area Network
12	VAN	Vide Area Network
13	TCP/IP	Transmission Control Protocol /Internet Protocol
14	SMTP	Simple Mail Transfer Protocol
15	EOI	Expression of Interest
16	ESH	Extended Service Hours
17	GFR	General Financial Rules
18	GIS	Geographical Information System
19	GoI	Government of India
20	INR	Indian National Rupee
21	IP	Implementation Partner
22	IT	Information Technology
23	LD	Liquidated Damages
24	LLP	Limited Liability Partnership
25	Bid	A generic term covering “Proposal” or “Tender” submitted in response To this RFP.
26	Bidder	A generic term meaning a respondent to this RFP.
27	Contract	The agreement to be entered in to between CBFC and a successful Bidder or Bidders as a result of this Request for Offer
28	CBFC	Central Board of Film Certification
29	Department	Central Board of Film Certification
30	LTO	Linear Tape Open

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

1. Introduction

Overview of Central Board of Film Certification Central Board of Film Certification (CBFC) is a content certifying statutory body for moving images in India. It functions under Ministry of Information and Broadcasting, and regulates the public exhibition of films under the provisions of the Cinematograph Act 1952. All films, music videos, and documentaries meant for public exhibition, irrespective of their length, and media type (Digital, video, DCP, CD, or DVD version) are subjected to certification by CBFC. The Board functions with its headquarters at Mumbai. It has nine Regional offices at Mumbai, Kolkata, Chennai, Bangalore, Thiruvananthapuram, Hyderabad, New Delhi, Cuttack and Guwahati.

2. The detailed functions and organizational structure of the CBFC may be referred from cbfcindia.gov.in

3. Stakeholders

The broad stakeholder ecosystem and the roles and responsibilities of stakeholders related to the process of film certification are presented in this section.

4. Stakeholder Ecosystem

Governance	Stakeholder	Description
Policy Maker	Ministry of Information & Broadcasting (I&B)	I&B is a key Stakeholder as Central Board of Film Certification is a statutory body and certifying films for public exhibition in India working under I&B.
Regulatory Body	CBFC board	Their appointment is done by the Central Government.
	Chairperson	Appointment is done by the Govt. of India.

		He is responsible for review of examination reports and further needful actions.
	Chief Executive Officer	Appointment is done by Govt. of India.
	Regional Officers	Appointment is done by Govt. of India. Regional officers receive and evaluate new applications for CBFC certificate. Form Examination Committee.
Implementation Partner	Partner Film Producers	Producers play an integral role in the television, film and video industries. A producer oversees each project from conception to completion and may also be involved in the marketing and distribution processes. Producers work closely with the directors and other production staff on a shoot. Producer is responsible to apply for CBFC certificate.
Beneficiary	Viewers	Audience of the film.

5. Present Methodology of examination and archival of films in CBFC

There are nine regional offices of CBFC at in Mumbai, Chennai, Hyderabad, Bengaluru, Thiruvananthapuram, New Delhi, Cuttack, Kolkata and Guwahati. CBFC certifies the films which may be exhibited in theatres. There are feature and non-features films including shorts films of advertisements, trailer, promo, songs, documentary etc. The films which are less than 10 minutes duration in short category are being examined online through CBFC e-Cinepramaan portal including any modifications made in the examined films. Also long films in video category are being examined in CBFC offices on Television set through Blu-ray/DVD devises. The long Theatrical films are being examined in the preview theatres. Applicants are depositing their content physically at place of examination in DCP format prior to the screening. After completion of the rest of the process before issuance of certificate the examined content are sealed in presence of the applicant and archived for the duration of 12 years.

6. Volumes Handled:

Year-wise transaction volumes of last 3 years are as mentioned in the following table.

Year	No of films certified in Mumbai Region		Consolidated Figures of certified films	
	Theatrical	Video	Theatrical	Video
2019-20	823	476	2454	841
2020-21	308	360	1204	1054
2021-22	530	567	1856	1328
2022-23	842	573	2593	1254

7. Present Technology:

As of now, the applicants submit their content physically on a hard drive, in encrypted DCP format. Post successful censor certification of the content, the hard drive is sealed in an envelope in presence of the applicant and put into the CBFC archival storage. Currently the content is archived at different locations of CBFC.

8. Proposed Technological requirement:

The technological requirement is sought to archive digital cinema content from the applicant for archival purpose. The archival storage will be kept on LTO in an isolated room which does not have any network access to it and authorized access to the storage room will be through the CBFC personnel only. The archival system with storage will be a centralized system at CBFC office in Mumbai. The content uploaded by the applicant by using 'E-delivery system' will be downloaded by the successful bidder to the archival storage system within 48 hours after the assignment of censor certificate by CBFC. Technical integration of the archival storage system of successful bidder shall be done with the 'E-delivery system' and CBFC will provide administrative support for the same.

Following technological requirements are proposed in the present RFP:-

- **Download Facility:**

The system should support the electronic download of the certified Digital Cinema content along with the edits if any from cloud.

- **Internet and Intranet enabled:**

The system should support access, via LAN / WAN with secured connectivity for downloading the content from cloud/ server. The system should have feature of storing, retrieving and maintaining logs of the content at CBFC premises in Mumbai. The system should support all TCP/IP/SMTP/or any other related protocols.

- **Scalability:**

The system should be scalable enough to extend the archival system for additional DCI-DCP films as well as all other content apart from DCI-DCP in future with the same commercials.

- **Security:**

The system must have proper security and maintenance facility with controlled access to the system and its various functions to the users delegated with appropriate authority. The system should secure users from unauthorized access by allowing only the authorized users with valid protocol to access only the allowed transaction, as well as to be capable of restricting access to unauthorized users. The system should not be able to archive any uncertified content unless permitted by CBFC.

- **Data Backup/Data Archival:**

The system should be able to archive the content with backup on latest version of LTO available in India. The system should allow the retrieval of archived content as and when required within 5 hours on working days from the receipt of request from CBFC. Successful bidder should provision the archival for the contents which have been uploaded through E-delivery system and who have been granted censor certificate by the CBFC after the date of commencement of operations of archival system.

- **Localization for India:**

The system should have adequate localization to handle specific requirements of statutory Indian Laws, tax and duty legislation and other India/state specific regulations, government levies and statutory requirements, including tax and

regulatory requirements. The system should be made compatible with regulations on GST any other regulation issued by GoI. All the data submitted/uploaded to the system should be stored locally within India.

- **Design and Implementation of the System Architecture:**

Design and implementation of the architecture of the system should be implemented in such a way that it satisfies all the features, functions and performance parameter as described in this RFP document.

- The download of content from online storage once the content is certified.
- Bidder will maintain the documentation and define the SOP's along with CBFC officials required for the archival operations.
- Internet with sufficient bandwidth to download the content from cloud / server.
- The system should have the feature of archiving and retrieving the content physically in the presence of the applicant and CBFC personnel.

- **Phase wise implementation:**

In the first phase, the project is to be implemented in r/o contents available in CBFC, Mumbai regional office. In the next phase, the project will be implemented for other regional office of CBFC subject to successful implementation for Mumbai office.

9. Period of contract and Maintenance:

The period of contract with the selected vendor will for the period of 3 years from the date of awarding of contract. Selected vendor shall be required to provide maintenance and support for duration of 3 years of contract period. Maintenance Support includes minor additional requirements/minor changes apart from regular maintenance activities.

10. Arranging equipment and tools

For implementation of archival system of content the bidder should arrange all the required hardware, software, necessary storage and network facility at their cost

11. Arranging equipment and tools

For implementation of archival system of content the bidder should arrange all the required hardware, software, necessary storage and network facility at their cost.

12. Service Level Agreement

This is only indicative of the Service Level Agreement and not conclusive account. The actual SLA shall be finalized with the successful bidder at the time of contract finalization and shall cover, among others, points mentioned below and in tender document. This SLA shall be between selected bidder and CBFC.

13. Purpose of this Agreement

The purpose of this SLA is to clearly define the expected levels of service to be provided by selected bidder to CBFC during the entire duration of this contract or till the amendment of SLA whichever is earlier.

14. Service Level Agreement

This is only indicative of the Service Level Agreement and not conclusive account. The actual SLA shall be finalized with the successful bidder at the time of contract finalization and shall cover, among others, points mentioned below and in tender document. This SLA shall be between selected bidder and CBFC.

15. Purpose of this Agreement

The purpose of this SLA is to clearly define the expected levels of service to be provided by selected bidder to CBFC during the entire duration of this contract or till the amendment of SLA whichever is earlier.

▪ **The SLA is designed to:**

1. Draw the attention of selected bidder and CBFC to some aspect of performance only when that aspect drops below an agreed upon threshold, or target and leads to consequent defined action;
2. Define unambiguously the performance related expectations of performance required of the selected bidder;
3. Assist CBFC to ensure and control levels and performance of services provided by selected bidder

16. Project Schedule

The project schedules for Providing and managing services of archival DCI, NON-DCI Digital Cinema Content submitted for censor certification is as follows : .

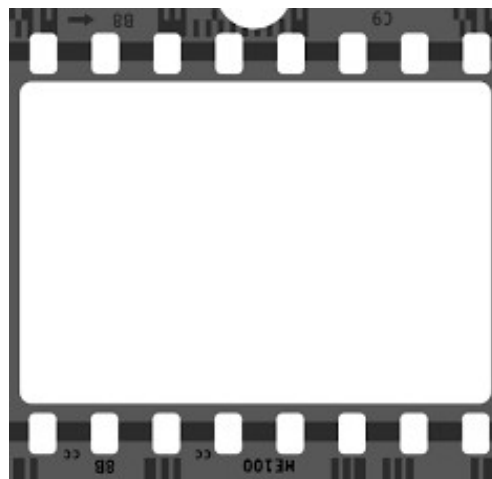
THE SCHEDULE FOR COMPLETION OF PROJECT

Sr. No	Activities	Period
1.	Installation of hardware, software for archival system and provisioning of internet facility for Archival of Digital Cinema Content at CBFC on LTO	45 days from the date of take over and implementation of operations
2.	Testing of hardware and equipment	5 days
3.	Go live	-

**Chief Executive Officer
Central Board of Film Certification**

**“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.

Key Activities	Date
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*

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 3rd 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 9th Floor, Phase-I Building, Films Division Complex Dr. G Deshmukh Marg, Mumbai-400026 Email Address: 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, 9th 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 24th 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 RFP's 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 9th 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"> • <Degree-1> <ul style="list-style-type: none"> o Academic institution graduated from o Year of graduation o Specialization(if any) • <Degree-2> <ul style="list-style-type: none"> o Academic institution graduated from o Year of graduation o Specialization(if any)
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"> • Key project features in brief • Relevance to CBFC project in brief

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	<p>The bidder should have experience in the archival and its management for DCI – DCP movie content on LTO.</p> <p>The bidder should have experience of archival and its management for minimum 1000 DCI – DCP movies in the last 15 years.</p> <p>The bidder should have experience in retrieval and successful playback in a cinema theater playback system of the archived DCI – DCP movies.</p>	Self declaration in this regard in the Company's letter head signed by the Director / Company Secretary / Authorized signatory of the bidder.

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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 ineligibility 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>Scoring Methodology (In three years from 2021-22 to 2023-24)</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>Scoring Methodology</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>Scoring Methodology</p> <p>Upto 1 year of experience = 5 Marks 1 to 5 years of experience = 10 Marks >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>Scoring Methodology</p> <p>Up to 1500 movies = 5 Marks 1500 to 5000 movies = 10 Marks >5000 movies = 15 Marks</p>	15

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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>Scoring Methodology Up to 50000 successful playbacks = 5 Marks 50001 – 100000 successful playbacks = 10 Marks >100000 successful playbacks = 15 Marks</p>	15
6.	<p>The bidder shall have multiple operational archival centers on LTO.</p> <p>Scoring Methodology Up to 2 centers – 5 Marks > 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><= 3000 – 5 Marks >3000 – 10 Marks</p>	15
	Total	100

6.9 Annexure-IX: Financial Bid Formats

Sl. No	Description	Total Base Price (INR)	Goods and Service Tax (INR)	Other applicable taxes (mention details, If any) (IN R)	Total Price (INR)
1.	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 9th 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./MsCompany 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 9th 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 9th 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 9th 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)

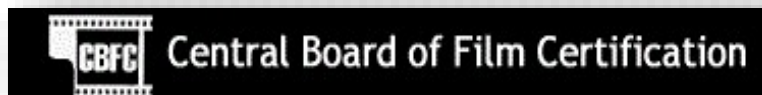
6.14 Annexure-XIV: Format of Statement of Deviations

Format for statement of deviation from scheduled requirements:

S. No.	Reference (Clause No.& Page No.)	Deviation in proposal	Brief Reason

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

Volume III : Master Service Agreement



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1. Master Services Agreement

THIS MASTER SERVICE AGREEMENT ("**Agreement**") is made on this the <***> day of <***> 2023 at Mumbai, India.

BETWEEN

Central Board of Film Certification having its office at **9th Floor, Phase-I Building, Films Division Complex, 24-Dr. G. Deshmukh Marg, Mumbai-400 026** India hereinafter referred to as '**CBFC**' or '**CBFC**', which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<***>, a Company incorporated under the *Companies Act, 1956*, having its registered office at <***> (hereinafter referred to as '**the Implementation Agency/IA**' which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the '**Parties**' and individually as a '**Party**'.

WHEREAS:

- (i) CBFC is desirous to implement the project of **"Providing and managing services of archival DCI, Non-DCI Digital Cinema Content submitted for Censor Certification on LTO"**.
- (ii) In furtherance of the same, CBFC undertook the selection of a suitable Implementation Agency through a competitive bidding process for implementing the Project and in this behalf issued Request for Proposal (RFP) dated 20th December 2024.
- (iii) The successful bidder has been selected as the Implementation Agency on the basis of the bid response set out as **Annexure of this Agreement**, to undertake the Project providing and managing services of archival of Encrypted Digital Cinema Package (Content) of Films at CBFC of the development and implementation of the solution, its roll out and sustained operations.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

1. **Adverse Effect:** means material adverse effect on
 - (a) the ability of the Implementation Agency to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or
 - (b) the legal validity, binding nature or enforceability of this Agreement;
2. **Agreement:** means this Agreement together with all Articles, Annexures, Schedules and the contents and specifications of the RFP;
3. **Applicable Law(s):** means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
4. **Application** means the software application used by the Implementation Agency which is provided as a part of its services under this agreement.
5. **Application Downtime** means the time for which user/s is not able to access the application. However, in calculating downtime, scheduled downtime (for example, backup time, routine maintenance time) would not be considered. **Planned Application Downtime** means the unavailability of the application services due to maintenance activities such as configuration changes, upgradation or changes to any supporting infrastructure wherein prior intimation (at least two working days in advance) of such planned outage shall be given and approval sought from the CBFC as applicable. **Unplanned Application Downtime** means the total time for all the instances where services in the software requirement specification document prepared by the Implementation Agency are not available for more than 5 consecutive minutes ;
6. **Assets:** means entire hardware and software, network or any other information technology infrastructure components used for the Project and other facilities leased / owned / operated by the Implementation Agency exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement
7. **Business Hours** shall mean the working time for CBFC users which is 9:30 AM to 6:00 PM on the days when CBFC Mumbai office is working;
8. **Confidential Information:** means all information including non-public CBFC Data or non-public data of Implementation Agency (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers,

products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);

9. **Control** means, in relation to any business entity, the power of a person to secure
- (i) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or
 - (ii) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership;
10. **Deliverables** means the products, infrastructure and services agreed to be delivered by the Implementation Agency in pursuance of the agreement as defined more elaborately in the RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications, Data regarding films information and programming source code, application software as part of the deliverables after development every quarter as proprietary to CBFC.
11. **Effective Date** shall have the same meaning ascribed to it in Clause 3 of this Volume;
12. **CBFC Data** means all proprietary data of the CBFC or its stakeholders generated out of operations and transactions, and related information including but not restricted to user data which the Implementation Agency obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement;
13. **Gol means the Government of India;**
14. **Intellectual Property Rights** means all rights in written designs and copyrights, moral rights, rights in databases pre- existing work including its up- gradation systems and compilation rights (whether or not any of these are registered and including application for registration);
15. **Material Breach** means a breach by either Party (CBFC or Implementation Agency) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure even after cure period of 30 days has been provided to the Party;
16. **Parties** means CBFC and Implementation Agency for the purposes of this Agreement and "Party" shall be interpreted accordingly;

17. **Performance Guarantee** Means the guarantee provided by a Nationalized Bank in favor of the Implementation Agency. The amount of Performance Security shall be Rs. _____ i.e. ____% of the overall cost of the project. This performance security shall be valid till six months after the completion of the project.
18. **Project** means Pilot, Project Implementation (roll out) and Maintenance in terms of the Agreement;
19. **Project Implementation Phase** shall be from the Effective Date of the Agreement to the date of final acceptance testing & certification.
20. **Project Timelines** shall have the same meaning ascribed to in **Schedule- IV**;
21. **Replacement Implementation Agency** means any third party that CBFC or its nominated agencies appoint to replace Implementation Agency upon expiry of the Term or termination of this Agreement to undertake the Services or part thereof;
22. **Required Consents** means the consents, waivers, clearances and licenses to use CBFC's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that CBFC or their nominated agencies are required to make available to Implementation Agency pursuant to this Agreement

Services means the services delivered to the Stakeholders of CBFC or its nominated agencies, employees of CBFC or its nominated agencies, and to professionals, using the tangible and intangible assets created, procured, installed, managed and operated by the Implementation Agency including the tools of information and communications technology;
23. **Service Level** means the level of service and other performance criteria which will apply to the Services delivered by the Implementation Agency;
24. **SLA** means the Performance and Maintenance SLA executed as part of this Agreement;
25. **Third Party Systems** means systems (or any part thereof) in which the Intellectual Property Rights are not owned by the CBFC or Implementation Agency and to which Implementation Agency has been granted a license to use and which are used in the provision of Services;

2.2 Interpretation

In this Agreement, unless otherwise specified:

- i) references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;
- ii) use of any gender includes the other genders;
- iii) references to a '**company**' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- iv) references to a '**person**' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- v) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- vi) any reference to a '**day**' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- vii) references to a '**business day**' shall be construed as a reference to a day (other than a Sunday) on which the offices of CBFC are generally open for business;
- viii) references to times are to Indian Standard Time;
- ix) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.
- x) System integrator (SI) or Implementation Agency (IA) has been used for the same entity i.e. bidder selected for the project.

2.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

2.4 Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- i) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- ii) as between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
- iii) as between any value written in numerals and that in words, the value in words shall prevail.

2.5 Priority of documents

This Agreement, including its Schedules and Annexure, represents the entire agreement between the Parties as noted in this Clause. If in the event of a dispute as to the interpretation or meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:

- (i) This Agreement along with the Schedules;
- (ii) Request for Proposal and Addendum / Corrigendum to the Request for Proposal (if any). For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Agreement, Annexure / Schedules or the contents of the RFP, the terms of this Agreement shall prevail over the Annexure / Schedules and Annexure / Schedules shall prevail over the contents and specifications of the RFP.

3. SCOPE OF THE PROJECT

As detailed in this RFP, the Implementation Agency shall be required to:

- (A) Setting up necessary hardware and software required for archival system which will archive certified each Digital Cinema content on LTO.

- (B) Continue providing of Help Desk Support (8 a.m. to 8 p.m.)
- (C) Provide Redundant hot standby system for archival.

For the avoidance of doubt, it is expressly clarified that this Agreement shall govern the provision of the contracted professional services under the SLA to the CBFC and its nominated agencies. It is anticipated that new or renewal agreements may be undertaken by creating a separate SLA, with schedules and annexures as required, under this Agreement for each additional engagement.

3.1 Scope of work

CBFC has decided to get the services outsourced for archival and management of digital cinema content that arrive for censor certification. In this regards the implementation agency will setup the necessary infrastructure including hardware, software, storage, network **for archival of content on LTO**. This setup needs to be established in CBFC premises at Mumbai.

Accordingly, the scope of work can be broadly classified into the following parts:

- 1 Setting up necessary hardware and software required for archival of each Digital cinema content.
- 2
 - Redundant hot standby system for archival storage on LTO.
 - Bidder to maintain two copies of each DCI-DCP content on separate LTO's as primary and backup. The backup will be maintained at same premises or at different location in Mumbai itself which will be decided at the time of signing of contract.
 - Necessary hardware like LTO, drive, computer system, etc. for archival system.
 - Archival Management software.
 - Bidder will be responsible for maintaining the necessary hardware, software and network provided for archival.
 - Bidder to provide storage media on LTO which will have a manufacture rated shelf life of minimum 12 years.
 - Bidder will establish and maintain the local IT network in the storage area where archival system is located.
 - Dedicated project manager staff to handle the archival operations.
 - Internet with sufficient bandwidth to download the movie data from cloud to the archival system collocated at CBFC premises in Mumbai.
 - Helpdesk for troubleshooting.
 - In case of increase in load the additional manpower should be made available within 3 hours at the site on business days.
 - Content retrieval system which can retrieve the content within 5 hours post the receipt of necessary approval from CBFC.
 - Bidder will maintain the documentation and define the SOP's along with CBFC officials required for the archival operations.
 - It is the bidder's responsibility to maintain the required metadata for indexing, identification, and retrieval of the content efficiently.
 - Fortnightly archival reports to be provided to CBFC.
- 3 It is the responsibility of the bidder to maintain the archival logs for any reference

- 4 Disposing off the LTO cartridges which are archived with the content that has completed 12 years from the year of archival.
- 5 Phase wise implementation: In the first phase, the project is to be implemented in r/o contents available in CBFC, Mumbai regional office. In the next phase, the project will be implemented for other regional office of CBFC subject to successful implementation for Mumbai office.

4. TERM AND DURATION OF THE AGREEMENT

This Agreement shall come into effect on _____ hereinafter the 'Effective Date') **and unless terminated earlier, this agreement shall be in force and effect for a period of five (5) years.** 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.

5. CONDITIONS PRECEDENT & EFFECTIVE DATE

5.1 Provisions to take effect upon fulfillment of Conditions Precedent

Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfillment of all the Conditions Precedent set out below. However, CBFC or its nominated agencies may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Implementation Agency.

Conditions Precedent

5.2 Conditions Precedent of the Implementation Agency

The Implementation Agency shall be required to fulfill the Conditions Precedent in which is

- (i) to provide a Performance Bank Guarantee and other guarantees/ payments as and when required to the CBFC or its nominated agencies; and
- (ii) to provide the CBFC or its nominated agencies certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this Agreement by the Implementation Agency.

5.3 Conditions Precedent of the CBFC

The CBFC shall be required to fulfill the Conditions Precedent in which is as follows:

- (i) access to required offices and site
- (ii) Necessary clearances
- (iii) Approval of the Project by a Competent Authority, etc.
- (iv) Access to network from which content / film is to be downloaded
For the avoidance of doubt, it is expressly clarified that the obligations of the Parties under this Agreement shall commence from the fulfillment of the Conditions Precedent as set forth above.

5.4 Extension of time for fulfillment of Conditions Precedent

- i) The Parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the Term of this Agreement.
- ii) For the avoidance of doubt, it is expressly clarified that any such extension of time shall be subject to imposition of penalties on the Implementation Agency linked to the delay in fulfilling the Conditions Precedent.

5.5 Non-fulfillment of the Implementation Agency's Conditions Precedent

- i) In the event that any of the Conditions Precedent of the Implementation Agency have not been fulfilled within 15 days of signing of this Agreement and the same have not been waived fully or partially by CBFC or its nominated agencies, this Agreement shall cease to exist;
- ii) In the event that the Agreement fails to come into effect on account of non- fulfillment of the Implementation Agency's Conditions Precedent, the CBFC or its nominated agencies shall not be liable in any manner whatsoever to the Implementation Agency and the CBFC shall forthwith forfeit the Performance Guarantee.
- iii) In the event that possession of any of the CBFC or its nominated agencies facilities has been delivered to the Implementation Agency prior to the fulfillment of the Conditions Precedent, upon the termination of this Agreement such shall immediately revert to CBFC or its nominated agencies, free and clear from any encumbrances or claims.

6. CHANGE OF CONTROL

- i) In the event of a change of control of the Implementation Agency during the Term, the Implementation Agency shall promptly notify CBFC and/or its nominated agencies of the same.
- ii) In the event that if the net worth of the surviving entity is less than that of Implementation Agency prior to the change of control, the CBFC or its nominated agencies may within 30 days of becoming aware of such change in control, require a replacement of existing Performance Guarantee furnished by the Implementation Agency from a guarantor acceptable to the CBFC or its nominated agencies (which shall not be Implementation Agency or any of its associated entities).
- iii) If such a guarantee is not furnished within 30 days of the CBFC or its nominated agencies requiring the replacement, the CBFC may exercise its right to terminate this Agreement within a further 30 days by written notice, to become effective as specified in such notice.
- iv) Pursuant to termination, the effects of termination as set out in Clause 13.2 of this Agreement shall follow.
- v) For the avoidance of doubt, it is expressly clarified that the internal reorganization of the Implementation Agency shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

7. REPRESENTATIONS AND WARRANTIES

7.1 Representations and warranties of the Implementation Agency

The Implementation Agency represents and warrants to the CBFC or its nominated agencies that:

- i) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- ii) it is a competent provider of services for archival of Digital Cinema Content on LTO.
- iii) it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- iv) from the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;

- v) in providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to CBFC's normal business operations;
- vi) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- vii) the information furnished in the tender documents and as updated on or before the date of this Agreement is to the best of its knowledge and belief, true and accurate in all material respects as at the date of this Agreement;
- viii) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- ix) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- x) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- xi) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- xii) no representation or warranty by it contained herein or in any other document furnished by it to CBFC or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- xiii) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of CBFC or its nominated agencies in connection therewith.

7.2 Representations and warranties of the CBFC or its nominated agencies

CBFC or its nominated agencies represent and warrant to the Implementation Agency that:

- i. it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;
- ii. it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- iii. it has the financial standing and capacity to perform its obligations under the Agreement;
- iv. it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;
- v. this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
- vi. the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- vii. there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
- viii. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on the CBFC or its nominated agencies ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement; it has complied with Applicable Laws in all material respects;
- ix. all information provided by it in the RFP in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and upon the Implementation Agency performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Implementation Agency, in accordance with this Agreement.

8. OBLIGATIONS OF CBFC OR ITS NOMINATED AGENCIES

- i) Without prejudice to any other undertakings or obligations of the CBFC or its nominated agencies under this Agreement, the CBFC or its nominated agencies shall perform the following:
 - Archival of the content prior to effective date of commencement of archival services by the Implementation Agency shall be responsibility of the CBFC.
 - The premises with proper air conditioning with humidity controlled environment to be provided for archival and storage room for primary as well as for backup LTO, either in same premises or at 2 different premises based on decision taken at the time of signing the contract.
 - The necessary power to be provided for archival operations.
 - Fireproof cabinets to store the LTO storage media of the archived content and provide access of the same to the Implementation Agency for the archival operations as and when required.
 - To provide proper security measures for archival storage room.
 - Provisioning of required access and permissions for installation of complete infrastructure for the archival.
- ii) CBFC shall provide the access to personnel of Implementation Agency in its premises from where Services are to be performed.
- iii) KDM for any playback of the content will be arranged by CBFC from respective producer of the content.

9. OBLIGATIONS OF THE IMPLEMENTATION AGENCY

- i) It shall provide to the CBFC or its nominated agencies, the Deliverables as set out in RFP document.
- ii) It shall perform the Services as set out in Section 2 of this Agreement and in a good and workmanlike manner commensurate with industry and technical standards which are generally in effect for international projects and innovations pursuant thereon similar to those contemplated by this Agreement, and so as to comply with the applicable Service Levels set out with this Agreement. It shall ensure that the Services are being provided as per the Project Timelines set out in **Schedule IV** of this Agreement.

10. APPROVALS AND REQUIRED CONSENTS

- i) The Parties shall cooperate to procure, maintain and observe all relevant and regulatory and governmental licenses, clearances and applicable approvals (hereinafter the “**Required Consents**”) necessary for the Implementation Agency to provide the Services. The costs of such Approvals shall be borne by the Party normally responsible for such costs according to local

custom and practice in the locations where the Services are to be provided.

ii) The CBFC or its nominated agencies shall use reasonable endeavors to assist Implementation Agency to obtain the Required Consents. In the event that any Required Consent is not obtained, the Implementation Agency and the CBFC or its nominated agencies will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the CBFC or its nominated agencies to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Required Consent is obtained, provided that the Implementation Agency shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Required Consents are obtained if and to the extent that the Implementation Agency's obligations are not dependent upon such Required Consents.

11. USE OF ASSETS BY THE IMPLEMENTATION AGENCY

During the Term the Implementation Agency shall:

- i) take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the Project and other facilities leased / owned / operated by the Implementation Agency exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement (hereinafter the “**Assets**”) in proportion to their use and control of such Assets; and
- ii) Keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the Implementation Agency takes control of and/or first uses the Assets and during the entire Term of the Agreement ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the Implementation Agency will be followed by the Implementation Agency and any person who will be responsible for the use of the Assets;
- iii) take such steps as may be properly recommended by the manufacturer of the Assets and notified to the Implementation Agency or as may, in the reasonable opinion of the Implementation Agency, be necessary to use the Assets in a safe manner;
- iv) ensure that the Assets that are under the control of the Implementation Agency, are kept suitably housed in CBFC premises in Mumbai and in conformity with Applicable Law;

- v) procure permission from the CBFC or its nominated agencies and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements;
- vi) not knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law.

12. ACCESS TO CBFC OR ITS NOMINATED AGENCIES LOCATIONS

1. For so long as the Implementation Agency provides services to the CBFC or its nominated agencies location, as the case may be, on a non-permanent basis and to the extent necessary, the CBFC as the case may be or its nominated agencies shall, subject to compliance by the Implementation Agency with any safety and security guidelines which may be provided by the CBFC as the case may be or its nominated agencies and notified to the Implementation Agency in writing, provide the Implementation Agency with:
 - i. Reasonable access to the location, in the same manner granted to the CBFC or its nominated agencies employees.
 - ii. reasonable work space, access to office equipment as mutually agreed and other related
 - iii. support services in such location and at such other the CBFC as the case maybe location, if any, as may be reasonably necessary for the Implementation Agency to perform its obligations hereunder and under the SLA.
 - iv. Access to locations, office equipment and services shall be made available to the Implementation Agency on an “as is, where is” basis by the CBFC as the case may be or its nominated agencies. The Implementation Agency agrees to ensure that its employees, agents and contractors shall not interfere in the content provided by the applicant in any form whatsoever.

13. FINANCIAL MATTERS

13.1 Terms of Payment and Service Credits and Debits

- i) In consideration of the Services and subject to the provisions of this Agreement and of the SLA, and subsequently the agreement between the Implementation Agency and the stakeholder / applicant seeking the service, the Implementation agency shall charge the exact amount of fee

which has been agreed while awarding the work to the Agency. The consideration to the Implementation Agency for the Services rendered in pursuance of this agreement, shall be in accordance with the commercial Terms set out in Schedule V of this Agreement.

ii) Save and except as otherwise provided for herein or as agreed between the Parties in writing, the CBFC shall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the Implementation Agency performance of any obligations under this Agreement or the SLA). For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs including taxes which are addressed in this Clause.

13.2 Invoicing and Settlement

Subject to the specific terms of the SLA, the Implementation Agency shall raise its invoices in accordance with the following principles:

There will be two agreements-

- i) This agreement is the first, between the CBFC and the Implementation Agency.
- ii) In pursuance of the terms and conditions of this agreement, third party agreement will be made between the stakeholders of CBFC or the applicants and Implementation Agency. The stakeholders /applicants shall be invoiced by the Implementation Agency for the Services. Generally and unless otherwise agreed in writing between the Parties or expressly set out in the SLA, the Implementation Agency shall raise an invoice as per Schedule V of this Agreement; and

Any invoice presented in accordance with this Article shall be in a form agreed with the CBFC.

The Implementation Agency alone shall invoice all payments. Such invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in Schedule V of this Agreement. Payment of invoices raised by Implementation Agency shall be made by the stakeholders / applicants.

14 TERMINATION

14.1 Material Breach

- i) In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month's notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the CBFC or Implementation Agency, as the case may be, will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:
- ii) If the Implementation Agency is not able to deliver the services as per the SLAs defined in RFP which translates into Material Breach, then the CBFC may serve a 30 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the CBFC will have the option to terminate this Agreement.
- iii) Further, the CBFC may after affording a reasonable opportunity to the Implementation Agency to explain the circumstances leading to such a breach.
- iv) If there is a Material Breach by the CBFC or its nominated agencies which results in not fulfilling the obligations mentioned herein or not providing the certification of User Acceptance, then the Implementation Agency will give a one month's notice for curing the Material Breach to the CBFC. After the expiry of such notice period, the Implementation Agency will have the option to terminate the Agreement
- v) The CBFC may by giving a one month's written notice, terminate this Agreement if a change of control of the Implementation Agency has taken place. For the purposes of this Clause, in the case of Implementation Agency, change of control shall mean the events stated in Clause 5, and such notice shall become effective at the end of the notice period as set out in Clause 5.
- vi) In the event that Implementation Agency undergoes such a change of control, CBFC may, as an alternative to termination, require a full Performance Guarantee for the obligations of Implementation Agency by a guarantor acceptable to CBFC or its nominated agencies. If such a guarantee is not furnished within 30 days of CBFC's demand, the CBFC may exercise its right to terminate this Agreement in accordance with this Clause by giving 15 days further written notice to the Implementation Agency.

14.2 Effects of termination

- i) In the event that CBFC terminates this Agreement pursuant to failure on the part of the Implementation Agency to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee furnished by Implementation Agency may be forfeited.
- ii) Upon termination of this Agreement, the Parties will comply with the Exit Management clause as specified in this Agreement.
- iii) In the event that CBFC or the Implementation Agency terminates this Agreement, the compensation will be decided in accordance with the Terms of Payment Schedule set out as Schedule V of this Agreement.
- iv) CBFC agrees to pay Implementation Agency for
 - a) All charges for the services Implementation Agency provides and any Deliverables and/or system (or part thereof) Implementation Agency delivers through termination, and
 - b) Reimbursable expenses that the Implementation Agency incurs through termination.

14.3 Termination of this Agreement due to bankruptcy of Implementation Agency

The CBFC may serve written notice on Implementation Agency at any time to terminate this Agreement with immediate effect in the event that the Implementation Agency is adjudicated bankrupt.

15. EXIT MANAGEMENT

The contract period shall be for 5 (five) years from _____. During the contract period the performance of the bidder will be reviewed by competent authority on yearly basis. After the end of the contractual 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. Implementation Agency shall prepare and provide to CBFC an Exit Management Plan covering the aspects specified in clause 13.2 herein. Such Exit Management Plan for the first time shall be submitted to CBFC after completion of one year of live operation. The same will be

updated from time to time. The cost of preparation of such Exit Management Plan shall be borne by Implementation Agency.

The Exit Management Plan shall contain the details thereof including the following:

- a) A detailed program of the transfer/transition process that could be used in conjunction with a Replacement Vendor, including details of the means to be used to ensure continuing provision of the Services throughout the transfer/transition process or until the cessation of the Services and of the management structure during the transfer/transition;
- b) Modalities for communication with Implementation Agency's staff, suppliers and any related third party as are necessary to avoid any detrimental impact on the Project's operations as a result of the transfer/transition;
- c) Plans for provision of contingent support to the Project and Replacement Vendor for a reasonable period after the transfer/transition.

16. INDEMNIFICATION & LIMITATION OF LIABILITY

- i) Subject to Clause 15.2 below, the Party in breach of provisions of this Agreement (the "Indemnifying Party") undertakes to indemnify the other Party (the "Indemnified Party") from and against all Losses on account of the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement. However, the Indemnified Party shall promptly notify Indemnifying Party in writing of a third party claim pertaining to negligence or willful default of the Indemnifying Party. Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party.

Implementation Agency will not indemnify CBFC, however, in case of claim of infringement of intellectual property rights, if the claim of infringement is caused by

- a) CBFC's misuse or modification of the Service;
- b) CBFC's failure to use corrections or enhancements made available by the Indemnifying Party;
- c) CBFC's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;
- d) CBFC's distribution, marketing or use for the benefit of third parties of the Service;

Or Information, direction, specification or materials provided by CBFC or any third party contracted to it.

- ii) The foregoing remedies constitute CBFC's sole and exclusive remedies and Implementation Agency's entire liability with respect to infringement.

15.2 The indemnities set out in Clause 15.1 shall be subject to the following conditions:

1. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
2. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
3. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
4. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
5. all settlements of claims subject to indemnification under this Clause will:
6. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
7. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
8. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
9. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be

subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and

10. If a Party makes a claim under the indemnity in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

iii) The liability of Implementation Agency (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages and shall in no event such liability extends to indirect, consequential damages. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 15.1 and breach of Clause 17.

iv) The allocations of liability in this Section 15 represent the agreed and bargained- for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

17. FORCE MAJEURE

17.1 Exemption in case of Force Majeure

The Implementation Agency or the CBFC as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of force majeure ('Force Majeure').

17.2 Force Majeure events

i) A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which is beyond the reasonable control of the affected Party; such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care; does not result from the negligence of such

Party or the failure of such Party to perform its obligations under this Agreement; is of an incapacitating nature and prevents or causes a delay or impediment in performance; and may be classified as all or any of the following events: Such events include:

ii) *Non-Political Events*

- a)** act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions, epidemic or pandemic;
- b)** radioactive contamination or ionizing radiation or biological contamination except as may be attributable to the Implementation Agency's use of radiation or radio- activity or biologically contaminating material;
- c)** strikes, lockouts, boycotts, labour disruptions or any other industrial disturbances as the case may be not arising on account of the acts or omissions of the Implementation Agency and which affect the timely implementation and continued operation of the Project; or
- d)** any event or circumstances of a nature analogous to any of the foregoing.

iii) *Political Events*

- e)** Change in Law, other than any Change in Law for which relief is provided under this Agreement;
- f)** expropriation or compulsory acquisition by the CBFC or any of their nominated agencies of any material assets or rights of the Implementation Agency;
- g)** unlawful or unauthorized revocation of, or refusal by CBFC or any of their nominated agencies, GOI or any of its agencies to renew or grant any clearance or Required Consents required by the Implementation Agency to perform its obligations without valid cause, provided that such delay, modification, denial, refusal or revocation did not result from the Implementation Agency's inability or failure to comply with any condition relating to grant, maintenance or renewal of such Required Consents applied on a non-discriminatory basis;
- h)** any judgment or order of any court of competent jurisdiction or statutory authority in

India made against the Implementation Agency in any proceedings for reasons other than failure of the Implementation Agency to comply with Applicable Laws or Required Consents or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement;

- i) expropriation or compulsory acquisition by the CBFC or any of their nominated agencies of any material assets or rights of the Implementation Agency;
- j) unlawful or unauthorized revocation of, or refusal by any authority other than the CBFC or any of their nominated agencies to renew or grant any Required Consents required by the Implementation Agency to perform its obligations without valid cause, provided that such delay, modification, denial, refusal or revocation did not result from the Implementation Agency's inability or failure to comply with any condition relating to grant, maintenance or renewal of such Required Consents applied on a non-discriminatory basis;
- k) any requisition of the Project by any other authority; or
- l) any requisition of the Project by the CBFC or any of their nominated agencies.
- m) For the avoidance of doubt, suspension of the Project in accordance with the provisions of this Agreement shall not be considered a requisition for the purposes of Force Majeure event.

Other Events

- n) an act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days.

- iv) For the avoidance of doubt, it is expressly clarified that the failure on the part of the Implementation Agency under this Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as

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applicable to the performance of Services, Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability there from (wherever applicable).

17.3 Notification procedure for Force Majeure

The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with Clause Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement.

17.4 Allocation of costs arising out of Force Majeure

- i) Upon the occurrence of any Force Majeure Event prior to the Effective Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.
- ii) Upon occurrence of a Force Majeure Event after the Effective Date, the costs incurred and attributable to such event and directly relating to the Project (**'Force Majeure Costs'**) shall be allocated and paid as follows:
- iii) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.
- iv) Upon occurrence of an Other Event of Force Majeure, all Force Majeure Costs attributable to such Other Event, and not exceeding the Insurance Cover for such Other Event, shall be borne by the Implementation Agency and to the extent Force Majeure costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by CBFC to the Implementation Agency (optional clause – to be used, if relevant. upon occurrence of a

Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by CBFC to the Implementation Agency.

- v) For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, operation and maintenance expenses, any increase in the cost of the Services on account of inflation and all other costs directly attributable to the Force Majeure Event.
- vi) Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

17.5 Consultation and duty to mitigate

Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

18. CONFIDENTIALITY

- i) In the course of performing its functions and obligations under this Agreement, Implementation Agency shall maintain strict secrecy, confidentiality and privacy in respect of the confidential records and information that has come to its possession or knowledge.
- ii) Implementation Agency shall keep confidentiality of the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems.
- iii) It is agreed between CBFC and Implementation Agency that CBFC has a right to prevent or prohibit Implementation Agency at any time from disclosing any information and records to any person and Implementation Agency shall abide by such decision except as required by any Statutory bodies or by due process of law.

- iv) Implementation Agency agrees that it shall ensure that all its employees, agents, service providers and any another related stakeholder are bound by nondisclosure agreements, and shall provide copies of such agreements to CBFC whenever required.
- v) All Proprietary Information, documentation and correspondence exchanged between CBFC and Implementation Agency in relation to the Project and t h e performance of tasks by Implementation Agency shall be treated as confidential and privileged by the parties and disclosed only to their respective officers, agents, representatives, professional advisors and members of Official Committees (if any, formed for the purpose) on a need to know basis.
- vi) Implementation Agency shall treat information and records provided to it or obtained otherwise by it in connection with the Project or its implementation as confidential and not use the same wholly or partially for any purpose other than for discharging the obligations under this Agreement, without the prior written approval of CBFC except as required by any Statutory bodies or by due process of law. Information that is in the public domain shall not be considered as confidential information under this Agreement.
- vii) All technical information, commercial terms and other non-public information disclosed by Implementation Agency pursuant to the Services to be provided to this Agreement shall be Implementation Agency's Confidential Information. Provisions of this clause shall apply *mutatis mutandis* to such Confidential Information with CBFC under an obligation to protect Implementation Agency's Confidential Information.
- viii) Disclosures by Implementation Agency, pertaining to matters covered in this Agreement, to stock exchanges and statutory bodies pursuant to statutory compliances shall not be considered as a violation of this clause and shall not amount to breach of confidentiality.

19. INTELLECTUAL PROPERTY RIGHTS

19.1 Content

Under all circumstances, the Intellectual Property Rights of contents on the LTO shall lie with CBFC.

19.2 Products and fixes

All products and related solutions and fixes provided pursuant to this work order shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Implementation Agency would be responsible for arranging any licenses associated with products. “Product” means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to CBFC for license which is published by product owner or its affiliates, or a third party. “Fixes” means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

19.3 Pre-existing work

If applicable, all IPR including the source code and materials developed or otherwise obtained independently of the efforts of a party under this Agreement (“pre-existing work”) including any enhancement or modification thereto shall remain the sole property of that party. During the performance of the services for this agreement, each party grants to the other party (and their sub- contractors as necessary) a non-exclusive, limited license to use, any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the Implementation Agency should grant CBFC a non- exclusive, limited, non-transferable (without right to sub-license) license to use the pre- existing work in the form delivered to CBFC as part of the service or deliverables only for its internal business operations.

Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. CBFC’s license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with CBFC at the conclusion of performance of the services.

19.4 Residuals

In no event shall Implementation Agency be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables set-out in this Agreement or Annexure. In addition, subject to the

confidentiality obligations, Implementation Agency shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

20. WARRANTY

20.1 Standard

The Implementation Agency warrants that the Project, including all the system(s) and other Services provided, shall be free from any defect or deficiency in the material, design, engineering, and performance/workmanship that prevent the Project and/or any of its systems(s) from fulfilling the technical requirements or that limit in a material fashion the performance, reliability, or extensibility of the Project and/or any of its system(s) as per the performance guarantee / warranty period defined in the Schedule IV. If during the warranty period any defect or deficiency is found in the material, design and performance/workmanship of the Project and other Services provided by the Implementation Agency, the Implementation Agency shall promptly, in consultation and agreement with CBFC, and at the Implementation Agency's sole cost repair, replace, or otherwise make good (as the Implementation Agency shall, at its discretion, determine) such default, defect or deficiency as well as any damage to the Project caused by such default, defect or deficiency. Any defective system that has been replaced by the Implementation Agency shall remain the property of the Implementation Agency. If the Project or any of its System cannot be used by reason of such default, defect or deficiency and/or making good of such default, defect or deficiency, the warranty period for the Project shall be extended by a period equal to the period during which the Project or any of its system could not be used by the CBFC because of such defect and/or making good of such default, defect or deficiency.

20.2 Implied Warranty

The warranties provided herein are in lieu of all other warranties, both express and implied, and all other warranties, including without limitation that of merchantability or fitness for intended purpose is specifically disclaimed.

The Implementation Agency shall have no liability in the case of breach of this warranty due to
(i) use of the deliverables on any environment (hardware or software) other than the environment recommended or approved by the Implementation Agency,

(ii) the combination, operation, or use of some or all of the deliverables with information, software, specifications, instructions, data, or materials not approved by the Implementation Agency;

(iii) the deliverables having been tampered with, altered or modified or unauthorized accessed or used improperly by CBFC without the written permission of the Implementation Agency, or (iv) use of the deliverables otherwise than in terms of the relevant documentation. (v) failure of CBFC to provide the appropriate infrastructure for storage of LTO tapes having archived content.

21. LIQUIDATED DAMAGES

Time is the essence of the Agreement and the delivery dates are binding on the Implementation Agency. In the event of delay or any gross negligence, for causes attributable to the Implementation Agency, and not attributable to CBFC or Force Majeure, in meeting the deliverables, the CBFC shall be entitled at its option to recover from the Implementation Agency as agreed, liquidated damages as per the table given below:

S. N o.	Delay in days	Penalty in terms of total project cost
1.	30 Days	Rs. 25,000
2.	45 Days	Rs. 50,000
3.	60 days	Rs. 75,000
4.	Beyond 61 days	Rs. 1,00,000

In case, if the delay goes beyond a period of 120 days, for causes attributable to the Implementation Agency and not attributable to CBFC or Force Majeure, 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 for such delayed instance, if made by CBFC will also be recovered from the Vendor.

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 final and binding on the selected bidder.

22. 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.

23. 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. However, disputes which remain unresolved further shall be subject to the jurisdiction of the courts in Mumbai only.

ii) 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 CBFC as per the Arbitration and Conciliation Act, 1996 (Central Act 26 of 1996) and the Rules thereunder. 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.

iii) 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 by whom and to whom and in what manner the same shall be borne and paid.

iv) 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.

24. MISCELLANEOUS

24.1 Personnel

- i. The personnel assigned by Implementation Agency to perform the Services shall be employees of Implementation Agency, and under no circumstances shall such personnel be considered employees of CBFC or its nominated agencies. The Implementation Agency shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law.
- ii. The Implementation Agency shall use its best efforts to ensure that sufficient Implementation Agency personnel are assigned to perform the Services and that such personnel have appropriate qualifications to perform the Services. After discussion with Implementation Agency, CBFC or its nominated agencies shall have the right to require the removal or replacement of any Implementation Agency personnel performing work under this Agreement based on bonafide reasons. In the event that CBFC or its nominated agencies requests that any Implementation Agency personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule.
- iii. In the event the CBFC or its nominated agencies unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.
- iv. Each Party shall be responsible for the performance of all its obligations under this Agreement or the SLA as the case may be and shall be liable for the acts and omissions of its employees and agents in connection therewith.
- v. Neither Party will solicit for employment or knowingly hire an employee of the other Party with whom such Party has contact pursuant to project engagements under this Agreement. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public.

24.2 Assignment

- i) All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of the CBFC and their respective successors and permitted assigns.
- ii) Subject to Clause 5, the Implementation Agency shall not be permitted to assign its rights and
- iii) obligations under this Agreement to any third party without the prior written consent of CBFC which shall not be withheld unreasonably.
- iv) The CBFC may assign or novate all or any part of this Agreement and Schedules/Annexures, and the Implementation Agency shall be a party to such novation, to any third party contracted to provide outsourced services to CBFC or any of its nominees.

24.3 Trademarks, Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that Implementation Agency may, upon completion, use the Project as a reference for credential purpose. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that Implementation Agency may include CBFC or its client lists for reference to third parties subject to the prior written consent of CBFC not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

24.4 Notices

- i) Any notice or other document which may be given by either Party under this Agreement shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.
- ii) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address with a copy to implementation agency. In relation to a notice given under the agreement, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.

- iii) Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person or through email) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).
- iv) Either Party to this Agreement may change its address, telephone number, email address and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

24.5 Variations and Further Assurance

No amendment, variation or other change to this Agreement shall be valid unless authorized in accordance with the change control procedure as set out in the Change Control Schedule set out in Schedule III of this Agreement. Such amendment shall be made in writing and signed by the duly authorized representatives of the Parties to this Agreement.

Each Party to this Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement.

24.6 Severability and Waiver

- i) If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.
- ii) No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall

any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

24.7 Compliance with Applicable Law

Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the Implementation Agency) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulation which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Schedule III of this Agreement.

24.8 Professional Fees

All expenses incurred by or on behalf of each Party to this Agreement and the SLA, including all fees of agents, legal advisors, accountants and actuaries employed by either of the Parties connection with the negotiation, preparation in and execution of this Agreement or the SLA shall be borne solely by the Party which incurred them.

24.9 Ethics

The Implementation Agency represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of CBFC or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of CBFC standard policies and may result in cancellation of this Agreement.

24.10 Entire Agreement

This Agreement with all schedules appended thereto and the contents and specifications of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and

as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

24.11 Amendment

Any amendment to this Agreement shall be made in accordance with the Change Control Schedule set out in Schedule III of this Agreement by mutual written consent of all the Parties.

This Agreement shall be with effect from _____.

In WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year herein above written.

SIGNED for and on behalf of SIGNED for and on behalf of Central Board of Film Certification (CBFC),
Implementation Agency Government of India (GOI).

(IA)

By Shri

By Shri

Signature _____

Signature _____

Witness _____

Witness _____

Name:

Name:

Place:

Place:

Date:

Date

25 SCHEDULES

25.1 SCHEDULE – I – RFP Document

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

<< The Published RFP copy will be placed here for reference>>

25.2 SCHEDULE – II – TECHNICAL SLAs

Technical Service Level Agreement for Application of the Implementation Agency used in connection to the archival of Digital Cinema Content

S. No.	SLA Parameter	Remarks	Penalty
1	Availability of Application & Platform	1. Availability will be measured on quarterly basis.	
		2. Wherever redundancy is provided, the system will be considered as unavailable if failover is unsuccessful or system including redundancy fails. However, if the service is restored through an alternate means/workaround the service will be treated as “available”.	
		3. Planned downtime will not be classified as unavailability.	
		4. Planned downtime where both main as well redundant systems are not available for providing service will be limited to maximum of 48 Hours in a quarter. Implementation Agency will endeavor to take such downtimes only during weekends or holidays preferably after EoD. However duration of the maximum allowable planned downtime time will be reviewed on yearly basis.	
		5. On an exceptional basis planned downtime involving both main and redundant systems exceeding the duration as mentioned would be permitted subject to submission of a reasonable advance notice with technical reasons explaining the need for the same.	
		6. Implementation Agency will ensure application availability of 97% between 8 am to 11 pm for all critical functions. That is unavailability of any of the critical functionality individually between 8 am to 11 pm excluding planned down time will not exceed 40 hours in a quarter.	

		<p>7. Implementation Agency will ensure application availability of 90% between 11 pm to 8 am for all critical functions. That is unavailability of any of the critical functionality individually between 8am to 11 pm excluding planned down time will not exceed 81 hours in a quarter.</p>	
		<p>8. While availability measurements shall be in force on quarterly basis from the commencement of operations the penalty provisions relating to availability shall come into force only after 3 months of operations. After the first quarter of operation, Implementation Agency will be bound to demonstrate adequate performance, failing which penalty can be applied by CBFC.</p>	
2	Reliability of Application and Platform	<p>1. Wherever redundancy is provided, application platform failure shall mean either both the systems including redundancy having become in-operational or failover to redundant system is unsuccessful.</p> <p>2. Wherever redundancy is provided the application platform would be considered to have been repaired if one of the systems is made operational to restore the service.</p> <p>3. Period during which systems is under planned downtime, the herein stated provisions for failure and subsequent repair shall not apply.</p> <p>4. Alternatives should be provided where a service is getting impacted. Time from failure to the time when an alternative is found for aforementioned critical functions will be considered as down time. MTTR clause would be applicable for such time duration. In such case actual problem needs to be</p>	

		fixed depending upon the criticality of the problem and as per the service level defined below. In case if more time is required Implementation Agency will fix the problem in as per mutually agreed time period with CBFC.	

6. Following service levels will be applicable to the selected bidder for handholding and maintenance support:

Type of Service	Metric	Measure	Threshold		Expected Action / Remarks
As per Problem Report (PR)	Delivery	Initial Response	Critical	1 Hour	Initial review for Category, Priority and whether the PR has sufficient information to understand the problem
			High	4 Hour	
			Medium	8 Hour	Assignment to respective individual for analysis
			Low	10 Hours	Respond to initiator informing of assignment for further analysis

		<table><tr><th>Type of Service</th><th>Metric</th><th>Measure</th><th colspan="2">Threshold</th><th>Expected Action / Remarks</th></tr><tr><td rowspan="4">As per Problem Report (PR)</td><td rowspan="4">Delivery</td><td rowspan="4">Complete Analysis / Resolution</td><td>Critical</td><td>4 Hour</td><td rowspan="4">Detail analysis of Problem Report and provide, root cause, potential risk / impact, effort estimate for resolution a closing of the problem</td></tr><tr><td>High</td><td>1 working day</td></tr><tr><td>Medium</td><td>7 working days</td></tr><tr><td>Low</td><td>10 working days</td></tr></table>	Type of Service	Metric	Measure	Threshold		Expected Action / Remarks	As per Problem Report (PR)	Delivery	Complete Analysis / Resolution	Critical	4 Hour	Detail analysis of Problem Report and provide, root cause, potential risk / impact, effort estimate for resolution a closing of the problem	High	1 working day	Medium	7 working days	Low	10 working days	
Type of Service	Metric	Measure	Threshold		Expected Action / Remarks																
As per Problem Report (PR)	Delivery	Complete Analysis / Resolution	Critical	4 Hour	Detail analysis of Problem Report and provide, root cause, potential risk / impact, effort estimate for resolution a closing of the problem																
			High	1 working day																	
			Medium	7 working days																	
			Low	10 working days																	

25.3 SCHEDULE – III – CHANGE CONTROL SCHEDULE CHANGE CONTROL PROCEDURE

- i) Implementation Agency recognizes that frequent change is an inevitable part of delivering services. CBFC recognizes that this change may require modification in the systems and re-organizing processes and therefore may have a financial impact. CBFC will work with Implementation Agency to ensure that all changes are discussed and managed in a constructive manner.
- ii) This section describes the procedure to be followed in the event of any proposed changes to the Agreement, scope of work and SLAs. Such change shall include, but not be limited to, changes in the scope of services provided by Implementation Agency, addition of new SLAs and changes to the terms of payment as stated in the Terms of Payment.
- iii) Change Control Note (“CCN”)
- iv) Change requests in respect of the Agreement, the Project Implementation, or the SLA will emanate from the Parties' respective Project Management Unit (PMU), who will be responsible for obtaining approval for the change and will complete part A of CCN provided in this schedule
- v) Parties, while evaluating and finalizing CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant service required and as detailed in RFP documents.
- vi) Change requests and CCNs will be reported monthly to CBFC who will prioritize and review progress Implementation Agency shall be obliged to implement any proposed changes once approval in accordance of Part B: CC (Evaluation and Finalization) provided in this schedule with effect from the date agreed for implementation.
- vii) On evaluation of the financial impact, the charges for such a change will be decided between the CBFC an Implementation Agency and will be a part of the Change Control Notice (Evaluation and Finalization).The payment of such changes will be as per the Terms of Payment to be decided by CBFC and Implementation Agency.

Part A: Change Control NOTICE (Initiation)

Change Control Note	CCN Number: Request Date:
Title of the request for change	
Party Requesting change	
Party Expected to Implement the change	
Details of Proposed Change	
To include reason for change and appropriate details/specifications)	
Signature of the Party Proposing the change	

Part B: Change Control Notice (Evaluation and Finalization)

Reference CCN Number:	
Date on which change request initiated:	
Party Proposed :	
Title:	
Date:	
Brief Description of Solution/Procedure for implementation of change)	
Impact	
Operational impact	
Systems impact	
Deliverables: (to be provided by the party implementing the change)	
Charges for the proposed change	
One-Time Cost	
Recurring Cost	

Implementation Schedule along with roles and responsibilities: (to be agreed mutually by parties initiating and implementing the change)
Other Relevant Information: (including acceptance criteria, if any during/after implementation)
Signature of Implementation Agency (as an acceptance of the change initiator/Implementer)
Signature of CBFC (as an acceptance of the change initiator/Implementer)

25.4 SCHEDULE – IV IMPLEMENTATION TIMELINES

The project schedules for the implementation of Archival System is as follows:

Implementation timelines for the archival system

S. No.	Activities	Time for Completion ¹
1)	Signing of Contract with successful bidder	Date of Start (T)
2)	Installation of hardware and provisioning of internet facility for archival of Digital Cinema Content on LTO.	T+45 days
3)	User Acceptance Testing & Training to key staff	T + 50 days
4)	System ready for “Go-Live”	T+51 days

Timeline changes amongst activities can be discussed with the successful bidder within the project completion period of 24 weeks.

25.5 SCHEDULE V - PAYMENTS SCHEDULE

The payment of consideration for the services rendered by the Implementation Agency shall be paid directly by the stakeholders in accordance with section 12 of the agreement. The fees ("Archival Fees") charged by the Implementation Agency shall be:

Sl. No	Description	Total Base Price (INR)	Goods and Service Tax (INR)	Other applicable taxes (mention details, if any) (INR)	Total Price (INR)
1.	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.				

However, the above framework is indicative and would be finalized mutually between CBFC and the successful bidder.

25.6 SCHEDULE–VI–INTEGRITY PACT

Integrity Pact

(To Be Signed Before the Financial Bid Opening)

This pre-bid pre contract Agreement (hereinafter called the Integrity Pact) is made on _____ Day of the _____ month of 2024 between on one hand, the President of India acting through _____ (CEO, CBFC) (Hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part _____ and M/s.

_____ (Name of the Company) represented by Sh. _____ Chief Executive Officer/ Authorized Signatory (Name & Designation of the officer) (hereinafter called the “BIDDER/ Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS THE BUYER invites bid for the “Selection of Implementation Agency towards the Design and Maintenance for content archival system on LTO and the BIDDER/Seller is willing to submit bid for the same and

WHEREAS the BIDDER is a Private Company/ Public Company/ Government Undertaking/Partnership Firm/ Ownership Firm/ Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said Services at a competitive price in conformity with the defined terms of reference by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

1. Commitments of the BUYER

- a. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- b. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- c. All the officials of the BUYER will report to the CEO, CBFC any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. *Commitments of BIDDERS*

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bidder during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- a. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- b. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or for bearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with CBFC for showing or for bearing to show favour or disfavour to any person in relation to the contract or any other contract with Government.
- c. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- d. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- e. The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- f. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- g. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- h. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i. The BIDDER shall not use improperly, for purposes of competition or personal gain, or passion to others any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- j. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- l. If the Bidder or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- m. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealing or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- a. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- b. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond(after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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- v) To encash the advance Bank Guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vii) To debar the BIDDER from participating in future bidding processes of CBFC for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.

The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor (s) appointed for the purposes of this Pact.

6. *Fall Clause*

The BIDDER undertakes that it has not supplied similar products/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar products/systems or subsystems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowances for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded,

7. *Independent External Monitor(IEMs)*

- a. The BUYER shall appoint Independent External Monitors (IEMs) for this Pact in consultation with the Central Vigilance Commission, if required.
- b. The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- c. The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- d. Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- e. As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- f. The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

- g. The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- h. The IEM will submit a written report to the CEO, CBFC within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
- i. The word 'IEM' would include both singular and plural.

8. Facilitation of investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER (i.e. Mumbai).

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity
Pact at _____ on _____.

SIGNED for and on behalf of
Central Board of Film Certification (CBFC),
Government of India (GOI).

SIGNED for and on behalf of
Implementation Agency
(IA)

By Shri

By Shri

Signature _____

Signature _____

Witness1 _____

Witness 1 _____

Name:

Name:

Witness2 _____

Witness 2 _____

Name:

Name:

Place:

Place:

Date: