

Request for Proposal for

“TAKEOVER, HOSTING AND MAINTENANCE OF CBFC’s  
APPLICATION AND WEBSITE, PROVISIONING AND  
MAINTENANCE OF CLOUD MANAGEMENT SYSTEM,  
REVAMPING OF WEBSITE,  
DESIGN, DEVELOPMENT AND MAINTENANCE OF MOBILE APP,  
PROVIDING DIFFERENT UTILITY TOOLS”

**Volume I : Functional & Technical Specifications**

5th Phase of Computerization of CBFC  
R.O.F.



Central Board of Film Certification



केन्द्रीय फ़िल्म प्रमाणन बोर्ड  
CENTRAL BOARD OF FILM CERTIFICATION

**Central Board of Film Certification**

(Ministry of Information and Broadcasting)

Films Division Complex,

Floor, Phase –I Building

Mumbao-400 026,

Tel No. 022 23510477, Email: ceo[dot]cbfc[at]nic[dot]in

**NOTICE INVITING TENDER**

Central Board of Film Certification (CBFC) invites proposals for **“Takeover, Hosting and Maintenance of E-CINEPRAMAAN Online Certification Application and Website, Provisioning and Maintenance of Cloud Management System, Revamping of Website, Design, Development and Maintenance of Mobile App, Providing Different Utility Tools”**

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 Chief Executive Officer, Central Board of Film Certification, Films Division Complex, Phase-I Building, 24, Dr. G. Deshmukh Marg, Mumbai-400 026 during working days (10.00 AM to 6.00 PM) against non-refundable RFP Documents fees of **Rs. 10,000/-** 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 **27<sup>th</sup> January 2021, 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

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

**REQUEST FOR PROPOSAL (RFP)  
FOR  
“TAKEOVER, HOSTING AND MAINTENANCE OF CBFC’s  
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**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**

Sealed bids are invited from eligible, reputed, qualified ‘IT/IT enabled e-Governance Service provider’ Firms with sound technical and financial capabilities for design, development, takeover and enhancements, maintenance and hosting of an end to end IT solution along with the establishment and operation of related outsourced process operating units as detailed out in this RFP Document. This invitation to bid is open to all Bidders who have qualified the eligibility criteria in the RFP.

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 a system implementation agency to take-over existing hardware and software, implement change requests as required to enhance the software, host the system and upgrade capacity, through provisioning of private dedicated cloud management system.

This RFP Document has three Volumes:

**RFP Volume I : Functional & Technical Specifications**

**RFP Volume II : General & Financial Specifications**

**RFP Volume III : Master Service Agreement**

SCHEDULE FOR SUBMISSION OF PROPOSAL / BID

S. No.	Key Activities	Date
1.	Issuance of Request For Proposal (RFP)	15 <sup>th</sup> December 2020, 10:00 Hrs
2.	Last date of receiving queries from bidders	5 <sup>th</sup> January, 2021, 17:00 Hrs
3.	Pre-Bid Conference (if required)	6 <sup>th</sup> January, 2021, 16:00 Hrs
4.	Last date and time for submission of proposals	27 <sup>th</sup> January 2021, 17:00 Hrs
5.	Opening of Pre-Qualification bids	28 <sup>th</sup> January 2021, 11:00 Hrs
6.	Opening of the Technical Proposal	To be communicated
7.	Opening of the Financial (Commercial) Proposal	To be Communicated
8.	Award of tender	To be Communicated

RFP document containing the details regarding the scope of work, prescribed proforma, 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,  
9<sup>th</sup> Floor, Films Division Complex,  
Phase 1 Building, Dr. G. Deshmukh Marg,  
Mumbai – 400 026

**REQUEST FOR PROPOSAL**

This document adopts the following customized definitions:

1	A&M	Approach & Methodology
2	ATS	Annual Technical Support
3	BCA	Bachelor of Computer Applications
4	CCN	Change Control Notes
5	CD	Compact Disc
	CMMI	Capability Maturity Model Integration
6	COTS	Commercially Off The Shelf
7	CS	Computer Science
8	CV	Curriculum Vitae
9	CVC	Central Vigilance Commission
10	DD	Demand Draft
11	DFID	Department for International Development
12	DIT	Department of Information Technology
13	DR	Disaster Recovery
14	EMD	Earnest Money Deposit
15	EMS	Enterprise Management System
16	EOI	Expression of Interest
17	ESH	Extended Service Hours
18	GFR	General Financial Rules
19	GIS	Geographical Information System
20	GoI	Government of India
21	ICT	Information and Communication Technology
22	INR	Indian National Rupee
	iOS	i-phone Operating System
23	IP	Implementation Partner
24	IT	Information Technology
25	LD	Liquidated Damages
26	LLP	Limited Liability Partnership

27	Bid	a generic term covering “Proposal” or “Tender” submitted in response to this RFP.
28	Bidder	a generic term meaning a respondent to this RFP.
29	Contract	the agreement to be entered into between CBFC and a successful Bidder or Bidders as a result of this Request for Offer
33	CBFC	Central Board of Film Certification
34	Department	Central Board of Film Certification

## 1. Introduction

### 1.1 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. Cinematograph (Certification) Rules were revised in 1983.

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.

For further details about the Organization and its functions including the Certification process, please visit our website: [www.cbfcindia.gov.in](http://www.cbfcindia.gov.in)

## **1.2 Vision of CBFC**

To ensure the good and healthy entertainment in accordance with the provisions of the Cinematograph Act, 1952 and the Cinematograph (Certification) Rules 1983.

## **1.3 Mission of the CBFC**

- To ensure healthy entertainment, recreation and education to the public.
- To make the certification process transparent and responsible.
- To create awareness among advisory panel members, media and film makers about the guidelines for certification and current trend in films through workshops and meetings.
- To adopt modern technology for certification process through computerization of certification process and upgradation of infrastructure.
- To maintain transparency about Board's activities through voluntary disclosures, implementation of e-governance, prompt replies to RTI queries and publication of annual report.
- To develop CBFC as a Centre of Excellence

## **1.4 Objectives of Film Certification in India**

The Cinematograph Act, 1952 lays down that a film shall not be certified if any part of it is against the interest of the sovereignty and integrity of India, the security of the State, friendly relations with foreign States, public order, decency or involves defamation or contempt of court or is likely to incite commission of any offence.

The Act requires that any film is to be judged in its entirety from the point of view of its overall impact. It is to be examined in the light of the period depicted in the film and the contemporary standards of the country and the people to whom the film relates, provided that the film does not deprave the morality of the audience. Guidelines are applied to the titles of the films also.

*In this context, the overall objectives that the certification process aims to achieve are:*

- The medium of film remains responsible and sensitive to the values and standards of society
- Artistic expression and creative freedom are not unduly curbed
- Certification is responsible to social changes
- The medium of film provides clean and healthy entertainment
- As far as possible, the film is of aesthetic value and cinematically of a good standard.

In pursuance of the above objectives, the CBFC strives to ensure that:

- Anti-social activities such as violence are not glorified or justified
- The modus operandi of criminals, other visuals or words likely to incite the commission of any offence are not depicted
- *Scenes –*
  - Showing involvement of children in violence as victims or perpetrators or as forced witnesses to violence, or showing children as being subjected to any form of child abuse.
  - Showing abuse or ridicule of physically and differently abled persons; and
  - Showing cruelty to, or abuse of animals, are not presented needlessly
  - Pointless or avoidable scenes of violence, cruelty and horror, scenes of violence primarily intended to provide entertainment and such scenes as may have the effect of de-sensitizing or de-humanizing people are not shown
  - Scenes which have the effect of justifying or glorifying drinking are not shown
  - Scenes tending to encourage, justify or glamorize drug addiction are not shown
  - Scenes tending to encourage, justify or glamorize consumption of tobacco or smoking are not shown
  - Human sensibilities are not offended by vulgarity, obscenity or depravity
  - Such dual meaning words as obviously cater to baser instincts are not allowed

- Scenes degrading or denigrating women in any manner are not presented
- Scenes involving sexual violence against women like attempt to rape, rape or any form of molestation or scenes of a similar nature are avoided, and if any such incidence is germane to the theme, they shall be reduced to the minimum and no details are shown
- Scenes showing sexual perversions shall be avoided and if such matters are germane to the theme they shall be reduced to the minimum and no details are shown
- Visuals or words contemptuous of racial, religious or other groups are not presented
- Visuals or words which promote communal, obscurantist, anti-scientific and anti-national attitude are not presented
- The sovereignty and integrity of India is not called in question through the medium
- The security of the State is not jeopardized or endangered through the medium
- Friendly relations with foreign States are not strained
- Public order is not endangered
- Visuals or words involving defamation of an individual or a body of individuals, or contempt of court are not presented
- National symbols and emblems are not shown except in accordance with the provisions of the Emblems and Names (Prevention of Improper Use) Act, 1950 (12 of 1950)

## **1.5 Functions of the CBFC**

*In pursuance to the objectives stated above, the board seeks to:*

- ❖ Judge any film in its entirety from the point of view of its overall impact
- ❖ Examine the film in the light of the period depicted in the films and the contemporary standards of the country and the people to which the film relates provided that the film does not deprave the morality of the audience
- ❖ Scrutinize the titles of the films carefully and ensure that they are not provocative, vulgar, offensive or in violation of any of the guidelines as laid down by the Act.
- ❖ *Certify the films examined and classify them as per the conditions below:*

- If the film is found suitable for family viewing, that is to say, the film is such that all the members of the family, including children, can view it together, it is classified for unrestricted public exhibition
- If the Board, having regard to the nature, content and theme of the film is of the opinion that it is necessary to caution the parents / guardian to consider as to whether any child below the age of twelve years may be allowed to see such a film, the film shall be certified for unrestricted public exhibition with an endorsement to that effect.
- If the film meets the above-mentioned criteria but is considered unsuitable for exhibition to non-adults, it is certified for exhibition to adult audiences only.
- If the Board having regard to the nature, content and theme of the film, is of the opinion that the exhibition of the film should be restricted to members of any profession or any class of persons, the film shall be certified for public exhibition restricted to the specialized audiences to be specified by the Board in this behalf.

## 1.6 Organizational Structure of the CBFC

The organizational structure of the CBFC is based on the provisions of the Cinematograph Act, 1952 and the Cinematograph (Certification) Rules 1983. It is depicted in Figure below:

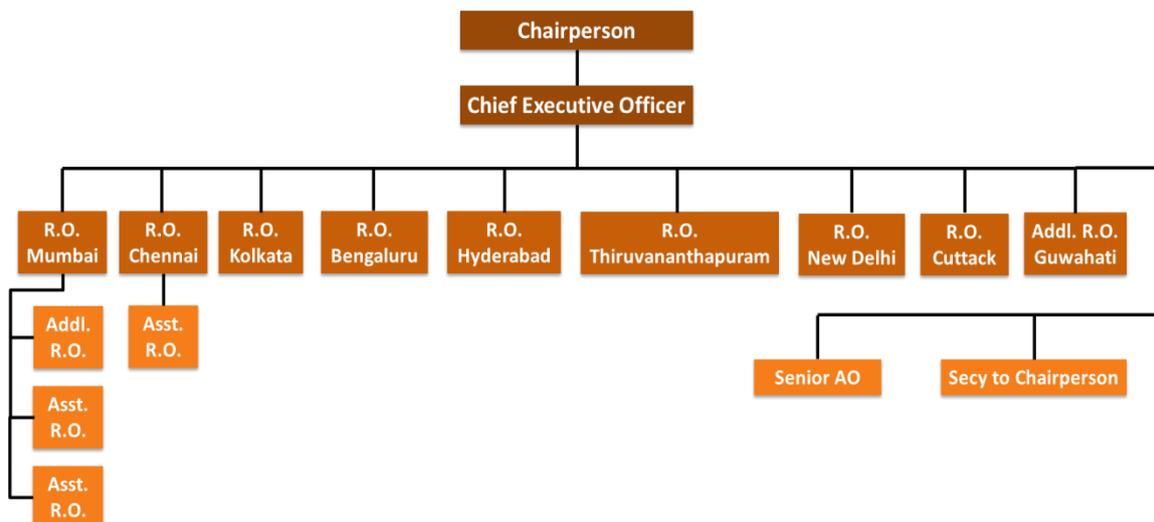


Figure 1: CBFC Structure

Central Board of Film Certification comprises of Chairperson and around 25 members. The Chairman and other members of the Board are appointed for a term of three years or till such time as the directives of the central government. They are appointed by the Government of India. All the appointed members are eminent personalities from different spheres of the society representing like education, art, film, social sciences, law, etc.

An Advisory Panel assists the Central Board of Film Certification in its various regional offices headed by Regional Officers. The members of these regional advisory panels also represent a cross-section of the social interests. These members are generally selected for two years or they hold office till such time as directed by the Central Government. However, the members can be reappointed.

## 1.7 Stakeholders

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

### 1.7.1 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 under it and certifying films for public exhibition in Indian. I&B is responsible to appoint its members.
Regulatory Body	CBFC board members	Their appointment is done by the Central Government.  They also participate in the Revision Committees.

	Chairperson	<p>Chairperson's appointment is done by the Central Government and functions with headquarters at Mumbai.</p> <p>He is responsible for review of examination reports and further needful actions.</p>
	Chief Executive Officer	<p>appointment is done by the Central Government.</p>
	Regional Officers	<p>Regional Officers appointment is done by the Central Government. Regional officers receive and evaluate new application for censorship certificate.</p> <p>They are responsible to form Examination committee.</p>
	Advisory Panels	<p>The Central Government may, after consultation with the Board, appoint any person whom it thinks fit to be a member of an advisory panel.</p> <p>They are the part of the examining or revising committee and based on their verdict, certificate is issued to the films.</p>
<b>Implementation Partner</b>	Film Producers	<p>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.</p>
<b>Beneficiary</b>	Viewers	<p>Audience of the film.</p>

## **1.7.2 Roles and Responsibilities of Officials of the CBFC**

### **1.7.2.1 Chairperson**

- I. To work as the Head of the Department
- II. Providing direction and guidance on behalf of CBFC to all Regional Officers in performing the statutory functions of film certifications.
- III. Satisfies himself/herself that the film has been examined in the prescribed manner which does not go against the interests of the security of the State, or against friendly relations with foreign states. He / She also ensures that such Films do not violate public order, decency or morality, or does not involve defamation or contempt of Court or is not likely to incite the commission of any offence and that the film has been examined in conformity with the rules/directions of the Central government.
- IV. Scrutinize the records of proceedings of the Examining Committee received from the Regional Officers.
- V. Sanction of the film in four categories i.e., “U”, “UA”, “A” and “S”.
- VI. Appoints and determines the time and place of the Revising Committee, presides over the Revising Committee for re-examination of the Certified Films.
- VII. Signs for and on behalf of the Board Certificate authorizing the public exhibition of films.
- VIII. Advises the Central Government about the composition of the CBFC and also of the Advisory panels by suggesting suitable names.
- IX. Acts as Public Grievance Officer for the redressal of grievance of the Citizen

### **1.7.2.2 Chief Executive Officer(CEO)**

- I. Advise the Chairperson, CBFC in all matters
- II. Implement various plan and non-plan schemes pertaining to CBFC, sanctioned by the Ministry
- III. Supervise the administrative work of CBFC headquarters and coordinate the work of all nine regional offices
- IV. Liaise with Ministry of Information and Broadcasting on financial and administrative issues.
- V. Examination of films in accordance with Cinematograph Act and the Rules made there under.
- VI. Appointing authority in respect of all the staff working in the CBFC headquarters and all

regional offices of the CBFC except the Regional Officers and Additional Regional Officers of CBFC.

- VII. Transfer of the staff working in the CBFC headquarters and all the regional offices of the CBFC except the Regional Officers and Additional Regional Officers of CBFC.
- VIII. Initiation of the Annual Performance Appraisal Report of all the Regional Officers and Administrative Officers, CBFC
- IX. Chief Vigilance Officer(CVO) for CBFC
- X. Appellate authority for hearing appeals under RTI Act against the CPIOs i.e. the nine regional Officers
- XI. To represent the CBFC in all court and CAT cases and authorized to file affidavits on behalf of CBFC
- XII. To appear before National Commissions viz National Commission for SCs/STs, NHRC, CIC etc. on behalf of CBFC.
- XIII. Appointing authority for Group “C” and Group “D” posts.

### 1.7.2.3 Regional Officers

- I. To supervise the work of scrutiny on behalf of the CBFC of applications from producers of Cinematograph films or their representatives in respect to all films.
- II. Appoints an Examining Committee in respect of each application.
- III. Associate himself as a member of the Committee for examining the film in accordance with the guiding principles laid down in the Cinematograph Act.
- IV. Participates if invited in any meeting of a Revising Committee constituted by Chairperson.
- V. Examination of cuts given to the film
- VI. Sign on behalf of the Chairperson the certificates authorizing the public exhibition
- VII. Maintain a record register indicating application received for certification.
- VIII. Participates in various Meetings/Workshops/Seminars
- IX. Exercise powers of Head of the Office
- X. Act as Public Information Officer

### 1.7.2.4 Senior Administrative Officer

- I. To act as Drawing and Disbursing Officer
- II. To advise the Chairperson on, Administrative, Accounts and Budgetary matters.
- III. To exercise control on Budget and expenditure for CBFC as a whole.
- IV. To process all cases relating to purchase and ensure that the purchases are

- made according to the Govt. orders.
- V. To process the cases relating to the appointment/transfer/promotion matters
  - VI. To settle personal claims including pension of all the officials working in CBFC.
  - VII. To act as an officer of the CBFC and discharge the statutory duties attached to officer of the CBFC as outlined in the Cinematograph (Certification) Rules.
  - VIII. To deal with the Court cases on administrative/ financial matters.
  - IX. To answer parliament questions.

#### 1.7.2.5 Secretary to Chairperson

- I. To assist the Chairperson
- II. Examination of film
- III. Replying for parliament questions
- IV. Correspondence regarding policy matters
- V. Preparation of Annual Report
- VI. Liaison with film producers in respect of their problems and work relating to film censorship

#### 1.7.2.6 Additional Regional Officer and the Assistant Regional Officer

- I. To assist Regional Officer in the work of films certification.
- II. Examination of films.
- III. To attend the court cases relating to films.
- IV. Liaison with film producers in respect of their problems and work relating to film censorship.

#### 1.7.2.7 Office Superintendent

- I. Supervision of work relating to certification of films
- II. Counter checking of applications received for certification
- III. Preparing the draft for counter affidavits relating to court cases
- IV. Checking of establishment pay bills, GPF register, refund bills etc.

### 1.7.2.8 Librarian

- I. Providing information regarding Certified/uncertified Films in various matters
- II. Maintaining Indian and Imported Scripts and transferring them to National Film Archives of India (NFAI), Pune.
- III. Procurement of Books, Magazines and Newspapers.
- IV. Maintenance & issuing of Records of Feature and Short Film Files and counterfoils of Censor Certificates.
- V. Weeding short Film files.
- VI. The Librarian also provides details sought by anyone seeking information

### 1.7.2.9 Film Editor/Equipment Operator

- I. Checking and acceptance of cuts portion submitted by the applicant
- II. Checking and acceptance of video cassettes of the films submitted by applicant
- III. Maintenance of cuts register
- IV. Operating the TV/Steinbeck editing machine for examination of films/and verification of cuts.
- V. Preparation and verification of cut length chart
- VI. Measurement of reel wise length of the film
- VII. Sending the cuts for preservation purpose to the National Film Archive of India (NFAI), Pune.

## 1.8 Overall Film Certification Process

The Cinematograph (Certification) rules, 1983 have laid down the procedure that a producer must go through to get his film certified, explicitly stating the process and also the fees he has to pay and the materials he should submit. The overall process is summarized as follows:

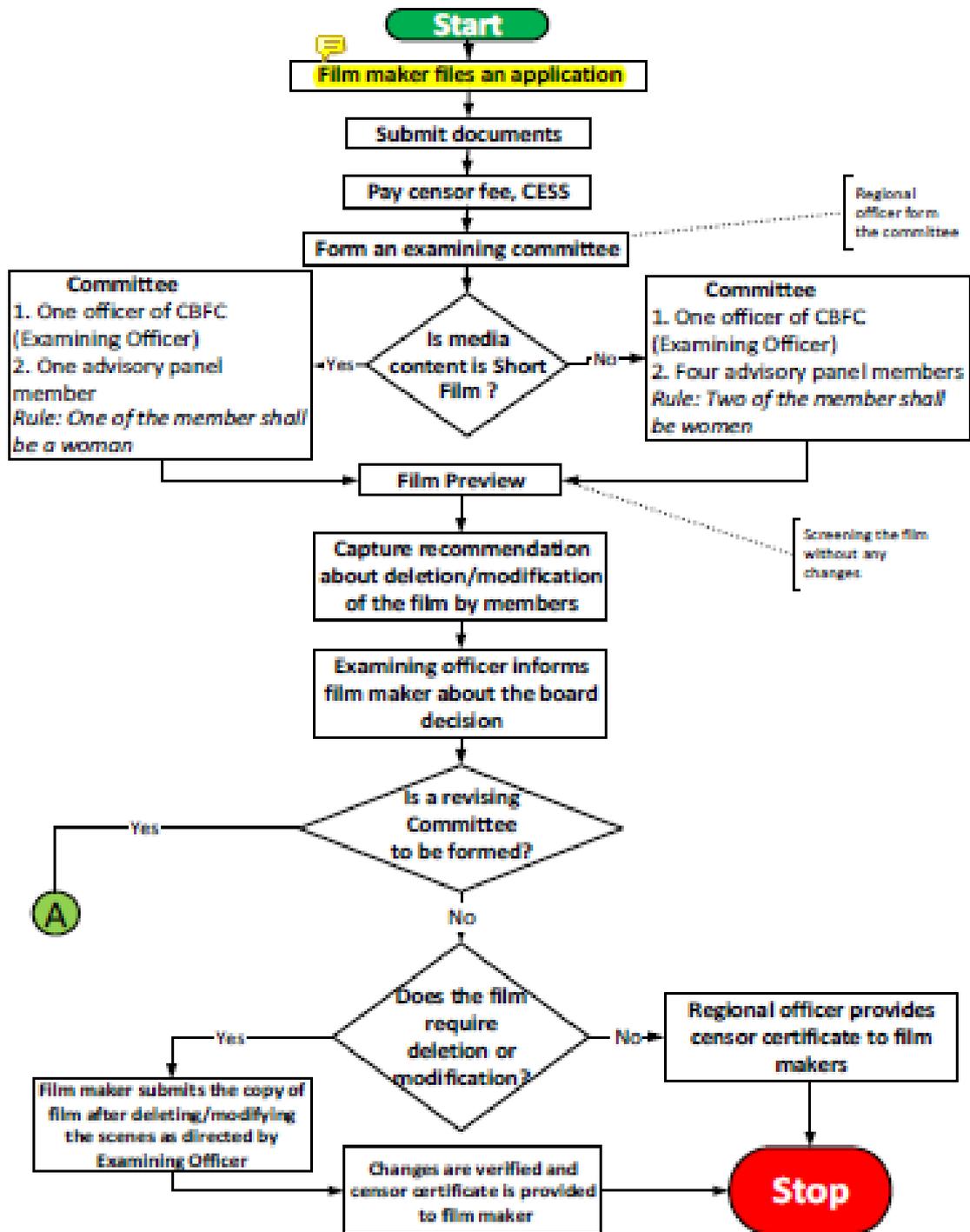
- I. The material is required to be submitted to the regional officer of the concerned regional center.
- II. On receipt of all the film materials, requisite fees and written matter required under the rules, the regional officer will form an Examining Committee to view the film. The composition of this committee will be as follows:

**RFP No. CBFC/12-2020/1 dated 15<sup>th</sup> December 2020: Volume-I**

- a. In the case of a short film, it will consist of an officer of the CBFC and one advisory panel member either of whom shall be a woman.
  - b. In the case of a long film/feature film, it will consist of an officer of the CBFC with four advisory panel members two of which shall be women.
- III. After the film has been previewed, the CBFC ensures that each member gives a report in writing about his recommendations about the deletions and / or modifications and the certificate of the film should be given.
  - IV. The report is then given to the Chairperson who will ask the regional officer to initiate further procedures.
  - V. If required, a revising committee may be formed to review the film again. It will consist of Chairperson, in his absence, a board member and not more than nine members, drawn from the advisory panel members, provided none of them was on the Examining Committee formed earlier.
  - VI. The Revising Committee will view the same film print shown to the Examining Committee without any changes.
  - VII. Each member will be required to record his verdict before leaving the theatre.
  - VIII. A re-revising committee may also be formed to review the film again.
  - IX. The quorum of the Revising Committee shall be five members of whom at least two persons shall be women, provided that the number of women members shall not be less than one-half of the total members of a committee.
  - X. After the applicant is appraised of the decision of the Board, he will delete any portions (if so directed) and submit them to the Regional Officer, along with one copy of the film as certified.
  - XI. Before any order prejudicially affecting the applicant of a film is passed by the Board, he is given an opportunity to represent his views in the matter before the EC/RC.
  - XII. If the matter goes in appeal under section 5C of the 1952 Act to the Film Certification Appellate Tribunal which is headed by a retired judge as Chairperson and not more than four other members, the FCAT may hear both the applicant and CBFC before coming to its judgment.

The overall process of the film certification is depicted in the figure below:

Figure 2: Film Certification Process



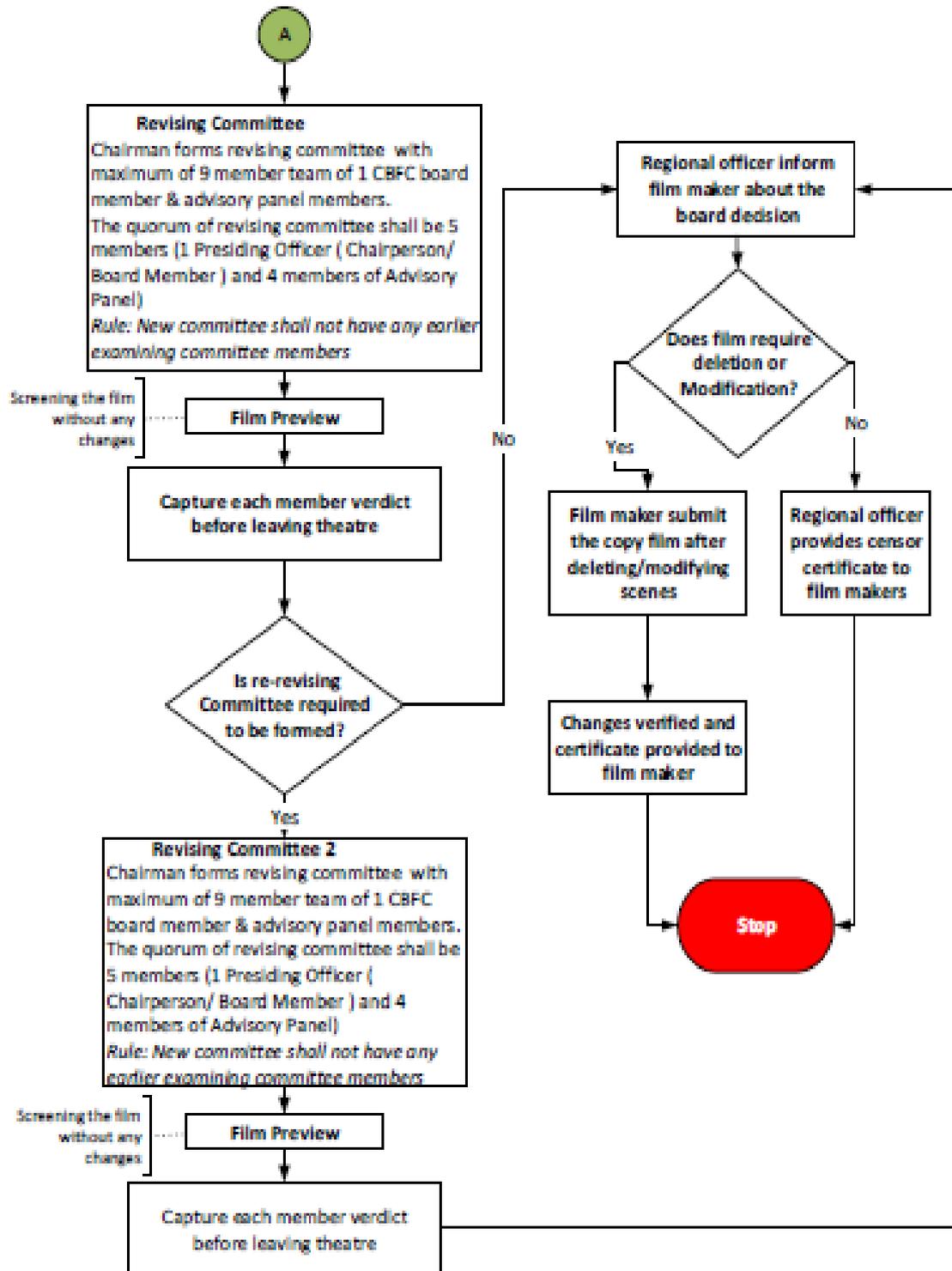
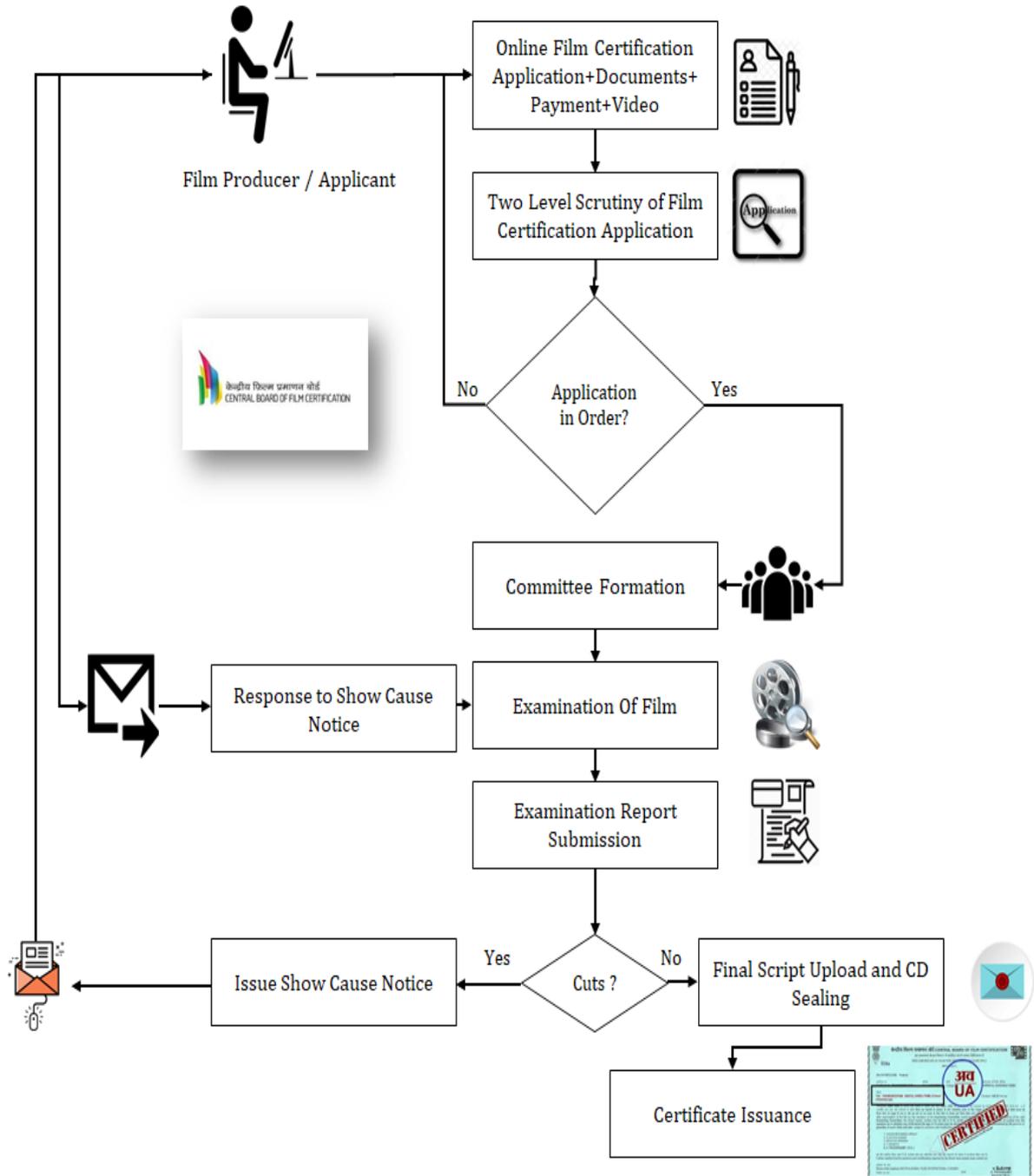


Figure 3: Certification process Summary



## **1.9 Present Status of Computerization in CBFC**

CBFC has undertaken the task of IT- enablement of services. It has computerized the film certification-related activities. In its present form, the website of Organization and online film certification application ‘e-Cinepramaan’ ( [www.ecinepramaan.gov.in](http://www.ecinepramaan.gov.in) ) have been designed, developed implemented and being managed by M/s. NSDL e-Governance Infrastructure Limited (hereinafter, NSDL e-Gov). It has designed and developed Internet-based applications using technology stack as described in following sections in order to allow for processing of online certification requests. The applications are presently hosted in the Data Centre of NSDL e-Gov.

Following have been completed/ accomplished as of now:

- I. Hardware installations, procurement of servers, internet connections with required bandwidth have been done.
- II. On-line submission of Applications and required documents including short videos with less than 10 minutes duration through Web interface and provision to watch the status of Application/details of Certification, receive and respond to notices by the registered Web users.
- III. Provision for CBFC officials to process the films application for certification and to access previous records of applications and certification.
- IV. Website of CBFC has been developed and deployed with necessary security features
- V. Historical Data has been digitized and migrated in the portal as well as in e-Cinepramaan
- VI. A Search Module on the Website has been provided to allow general public to search the details of Film Rating.

### **1.9.1 Existing Website:**

Provides bilingual information on the organization in English and Hindi, Vision / Mission, various aspects with regard to film certification, FAQ, Act, Rules & Guidelines, Enforcement, Publications etc.. It also contains Important Correspondence, Tender Notice, Message Board, Collection, News, Search Module etc. The search module provides Rating recommended to the film.

Following are the salient features of CBFC website

- I. Interactive, user friendly, aesthetically designed
- II. Fast loading of website, easy navigation, search engine friendly
- III. Bilingual (English as well as Hindi)
- IV. Includes a picture gallery
- V. Includes the News and Events on CBFC portal
- VI. Provides more useful information/content. Necessary content management tools implemented
- VII. Differently abled friendly as per GIGW guidelines
- VIII. Facility to view certification related information to general public
- IX. Continuous and real-time Updating the content of website

### **1.9.2 Existing ON-LINE Application (Web interface for registered user and CBFC officials)**

Link of e-Cinepramaan online certification system:

<https://www.e-Cinepramaan.gov.in/>

#### **1.9.2.1 Features of e-Cinepramaan**

##### **1.9.2.1.1 Applicant**

- I. Provision to draft, view and submit their film certifications applications online
- II. Provides facility to upload online the script book, certificates, documents required to accompany the Application in least memory consuming tamper proof format
- III. Provision for Applicant to make payment of film certification application online on Bharatkosh.
- IV. Provision to view status of application from dashboard
- V. Provision to upload video for the films having duration less than or equal to 10 minutes
- VI. Provision to submit details of cuts suggested by CBFC officials.
- VII. Provides facility of receipt of intimations and notices to Users and facility to respond to these intimations and notices

- VIII. Provision to request for representation
- IX. Email/SMS alerts on various events like after approval of film certification, scheduling of screening, Report submission, CD sealing, etc.
- X. Applicant can escalate the matter in case of delay.
- XI. Provision to assign authorized representative to complete film certification application on behalf of applicant.

#### 1.9.2.1.2 CBFC officials

- I. CBFC official can scrutinize the film certification application, schedule screening, issue notice, generate certificate for film certification applications etc.
- II. Facility to form committees based on quorum logic, availability of Theatres, availability of committee members etc.
- III. Provision to view status of application from dashboard and take needful actions
- IV. Provision to view count of film certification applications pending at various stages of film certification process
- V. Provision to decide priority of applications depending on pendency. Applications will be displayed priority wise on the dashboard.
- VI. Provision to view video of films having duration less than or equal to 10 mins online.
- VII. Provision to send intimation to the applicants via Email and SMS.
- VIII. Facility to generate, edit and issue template based show cause notices
- IX. Provision to send issued notice via Email.
- X. Provision to view manual and system generated escalations.
- XI. Detailed search option with various validations and access links for previous records
- XII. Email/SMS alerts on various events and pending actions for CBFC officers

#### 1.9.2.1.3 CBFC Admin

- I. User Management
- II. Master Management
- III. Configure templates of email, notice & SMS
- IV. Scheduling reminders for high-priority pending items

#### 1.9.2.1.4 Key Highlights of e-Cinepramaan

- I. Dashboard driven process flows
- II. Template based Notice generation with facility to edit
- III. Template based email/sms generation and issuance
- IV. Video upload with facility to view online
- V. User & Master Management
- VI. QR code based verification of film certificate
- VII. Facility for citizens to view Film Trailer, Cast & Credits, and, Synopsis, etc.
- VIII. Open Source Technology
- IX. Legacy data migrated
- X. **Integration with external interfaces**
  - E-Sign integration for digitally signing notices issued, applications submitted etc.
  - Integration with email and SMS gateway
  - Integration with Bharatkosh Payment Gateway

This comprehensive **on-line Software Application** module is protected using SSL Certificate, and has following features:

- I. Reports are made available depending upon rights assigned to the users.
- II. Facility with respect to the processing of their Application to all users
- III. Pendency at various stages of Application process regional office wise can be viewed and escalation matrix has also been configured
- IV. SMS/ Email alerts to the Advisory Panel members about committees
- V. Digitalized and Archived Historic data of certification made available for general public to search the film details
- VI. Customized Information access to different types of Users
- VII. For status monitoring and action, The User dashboard, Regional Officers', Examining and Scrutiny officers' dash boards, CEO, Chairperson Dash boards, and such other Dashboards, Admin Panel etc. have been developed and maintained.

### **1.9.3 Ongoing changes in the System that will be completed by 31st March 2021:**

Apart from the above features of e-Cinepramaan system, there are some more changes that are currently underway and will be completed by 31st March 2021. These changed features will also be taken over by selected bidder agency from NSDL e-Gov as part of this contract. These ongoing changes are:

- i. Enabling online provision for submission and examination of modifications (cuts/replacements) up to 20 minutes duration.
- ii. Provision for Examining Officer to form Modifications verification committee and to approve final script. At present this provision is only given to Regional Officer.
- iii. Access to final scripts of all Certified Films to different CBFC users (Regional, examining officers, scrutiny and certification officials).
- iv. Improvement in online payment mechanism by making alternate payment gateway available
- v. Elimination of Cut Register and the provision for Examining Officer himself to enter the alteration in duration with each modification carried out by the Applicant in the Film.
- vi. Modification in application forms by doing away with Forms I and II since celluloid films are no longer in production, and to merge Forms IA and II A in to a single unified Application Form for Film Certification, Elimination of redundant entries in Application Forms

For details of functioning of e-Cinepramaan and online certification process, please read the User Manual for Applicants/Producers and User Manual for CBFC officials.

Links:

[https://www.cbfcindia.gov.in/main/CBFC\\_English/Attachments/CBFC\\_User\\_Manual.pdf](https://www.cbfcindia.gov.in/main/CBFC_English/Attachments/CBFC_User_Manual.pdf)

[https://www.cbfcindia.gov.in/main/CBFC\\_English/Attachments/CBFC\\_User\\_Manual\\_CBF\\_C\\_Officials\\_1.1.pdf](https://www.cbfcindia.gov.in/main/CBFC_English/Attachments/CBFC_User_Manual_CBF_C_Officials_1.1.pdf)

### 1.9.4 Volumes Handled

The system implemented by NSDLe-Gov has fulfilled the requirements set by the Department and has handled significant volumes in last 3 years as given below:

Number of Registrations	Number of Applications submitted	Number of certificates Issued	Number of Video Uploaded	Number of Supporting documents Uploaded
14,151	67,610	63,781	55,675	5,56,261

Year wise transaction volumes handled by the system in last 3 years are as mentioned in the following table. Volumes have consistently crossed 18,000 certificates per annum as projected at the start of the project.

Year	Number of Registrations	Number of Applications submitted	Number of certificates Issued	Number of Video Uploaded	Total Size of Video Uploaded (InGB)	Number of Supporting document Uploaded	Total Size of Supporting Documents Uploaded (In GB)
FY 2017-18	6,029	18,793	17,775	15,116	340	1,64,684	170
FY 2018-19	3,843	23,427	22,387	20,341	535	1,96,281	159
FY2019-20	3,263	21,141	20,126	18,340	543	1,56,539	102
FY 2020-21 (Till 30 <sup>th</sup> Nov 2020)	1,016	4,249	3,493	2,878	117	38,757	32
<b>Total</b>	<b>14,151</b>	<b>67,610</b>	<b>63,781</b>	<b>55,675</b>	<b>1,535</b>	<b>5,56,261</b>	<b>463</b>

### **1.9.5 Present Technology Stack:**

The Technology that has been deployed by NSDL e-Gov at present for provisioning above services to CBFC is as follows:

**This Information has been hidden here owing to security concerns. However, the same can be obtained along with all three Volumes of this RFP Document from CBFC office in Mumbai upon payment of RFP Document Fee of Rs 10,000/- through Demand Draft.**

### 1.9.6 Hardware Infrastructure :

Current Hardware Infrastructure procured and installed for hosting CBFC Portal and e-Cinepramaan system consists of 4 Intel Servers of configuration mentioned in the tables below. These servers were procured in November, 2016.

Servers – Make & Model	Production	DRS	Development & Testing
DELL PowerEdge R730	2	1	1

KVM Host	Production		DRS	Dev & UAT
	Prod-1	Prod-2	DRS-1	
CPU (Cores)	16	16	16	16
Memory ( GB )	188	188	188	188
Local Disk ( TB )	5	5	5	5
	Server-I	Server-II	Server-III	Server-IV

## 2. Functional Requirements Specifications

CBFC has decided to further upgrade the technical infrastructure capacity that would fully enable it to meet the needs of increased amount of certification processing. The application needs also to be user- friendly, secure and have high performance. The existing website is also to be revamped and made more interactive, dynamic, state-of-the-art, user friendly, secure and have ultra-modern outlook and high performance. The **scope of work of proposed engagement** also includes the following

### 2.1 Scope of Work of proposed engagement

- i. Takeover of current working system including Application, Website and Infrastructure including source code and changes under development
- ii. Proposed upgradation of existing infrastructure, Provisioning, maintenance and management of private cloud
- iii. Hosting of website and application system including Mobile App

- iv. Necessary Certifications to be obtained { 1. Present STQC certificate valid till April 2021 , 2. Selected bidder to undertake ISO 27001 as well as GIGW: STQC certification }
- v. Ensuring DR Readiness with equal capacity as that of production environment
- vi. Continuation of HelpDesk Support (8 a.m. to 8 p.m.)
- vii. Revamping of the bilingual website
- viii. Design, development and implementation of the mobile app
- ix. Providing different utility tools like video tutorials, training materials, updated user manuals etc.
- x. Carrying out changes in the workflow and in applications and website, as requested by CBFC from time to time {costing would be worked out as per the details mentioned in the Master Service Agreement (MSA- Vol. III)}

## 2.2 PROJECT DESCRIPTION / OBJECTIVES:

### 2.2.1 :Takeover of current working system including Application, Website and Infrastructure including Source code and changes under development

- i. Takeover process of the entire infrastructure (software and hardware including servers), e-Cinepramaan application, CBFC website and helplines by the selected bidder from NSDL e-Gov **shall start immediately after contract signing and shall be completed by 31st March 2021.**
- ii. This would take effect without any interference or discontinuation of ongoing activities in the Organization (CBFC) related to application of system, website and help lines.
- iii. It shall be responsibility of selected Implementing Agency to train its resources and staff to effectively maintain the system, deal with problems if any in the smooth operation, hosting and maintenance of the application system and website.

### **2.2.2 System Architecture**

The following essential features of present system should be continued:

- i. IT system in the form of an integrated solution. All the modules/ components of IT system should be deployed in centralized manner/platform, just as the system should provide for multi-tiered Service Oriented Architecture (SOA).
- i. The system should provide application architectures that are granular and loosely coupled, wherever applicable.
- ii. The system should allow addition of more features/ sub-modules or more users in any module as and when required, which should seamlessly integrate into the core system.
- iii. The system should support customization to CBFC's requirements. In case a need arises to customize requirements of CBFC, the same should be done in the form of add-ons and routines that can be plugged/unplugged from the bases of are package as the situation arises.
- iv. The system should continue having real-time data update among modules.
- v. The system should be able to have data entered into the computer system once to ensure integrity of data and that there are no redundancies in the data.
- vi. The system should provide facility for 'single point data entry at source' and fully integrated, unified and interfaced so that there are no redundancies. It should have the ability to have an update occur in one module and be immediately available to all other modules of the system even between geographically dispersed sites.
- vii. The system should support clustering and high availability

### **2.2.3 Installation/ Upgrade/Enhancement**

- i. The system should have facility of seamless upgradation of patches/ new version without having adverse impact on its components.
- ii. Upgrades should have minimal impact to the system and its components
- iii. The IA should provide notification and patches of system enhancements and fixes to CBFC after implementation on a proactive basis.
- iv. The system should have facility to maintain version with changes/ modifications made in each release.

### **2.2.4 Import/ Export Facility**

The system should support the upload and download of the following type of documents into/from the system:

- i. Microsoft Excel files for export
- ii. Adobe acrobat files (pdf files) as supporting documents
- iii. Data files (including ASCII formats like \*.csv . \*.txt,etc.) for export
- iv. Image files (BMP,JPEG,JPG,etc.)
- v. Video files (all video file should be DCP format (DCI complaint) and format for upload should be MPEG4 etc.)
- vi. Audio File (MP3etc)
- vii. Any other file-formats required by CBFC during the implementation period.

### **2.2.5 Integration**

The system should be fully integrated across modules and functional areas and also across geographic allocation of sites.

- i. The system should support email integration with mail services adopted by CBFC.
- ii. The system should support integration with SMS gateway to send SMS alerts/reminders etc.
- iii. The system should support integration with payment gateway for online payment transactions
- iv. The system should support interoperability to the extent that, application and data can be shared and integrated across the associated offices and CBFC/MoI&B /NIC/ Govt. of India

### **2.2.6 Internet and Intranet enabled**

- i. The system should support access via LAN and WAN with secured connectivity.
- ii. The system should have feature of storing and maintaining web caches to reduce the amount of information that needs to be transferred across the network.
- iii. The system should be scalable and flexible enough to provide access and information to all the users from the different functions /departments/offices of CBFC.
- iv. The system should support all TCP/IP/SMTP/or any other related protocols.

### **2.2.7 Scalability`**

- i. The system should be scalable to handle an average of 100 concurrent users at any point of time without compromising response time or efficiency of operations.
- ii. The system data must be kept on storage media with high tolerance of failure.
- iii. Auto-switching failover to other available server should be supported in case of server failure. The system should support load balancing

### **2.2.8 Security**

- i. 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.
- ii. The system should restrict users from unauthorized access by allowing only the authorized users with valid profile/password to access only the allowed transaction, as well as be capable of restricting access to unauthorized users.
- iii. The system should have a capability to assign activities to roles, and map roles to users and provider role based access to users.
- iv. The system should provide logging by user and terminal, the date and time of critical transactions with details of creation, reading, updating, deletion or printing.
- v. The system should place control on scope of activity of each user (data file, program, module, screen, data table, record, field, etc.)
- vi. The system should log unauthorized access or attempted access.
- vii. The system should have a capability to track changes to fields or settings (for audit trail) for critical transactions.
- viii. The system should have a capability of encrypting/ decrypting. The system should have the feature of automatic log-off if there is no user activity for a specified time period. The system should support “Single Sign On”
- ix. The system should have the ability to assign validation on specific fields based on entries in the data validation reference file.

### **2.2.9 System Control and Audit**

The system should be able to record audit trails, audit logs and transaction logging requirements (what, when, who has changed).

### **2.2.10 Data Backup/ Data Archival/ Restore**

- i. The system should be able to archive data, based on user specified parameters (i.e. data range) and restore archival data for on-line use when required.
- ii. The system should provide data backup and recovery facility (online and offline mode).
- iii. The system should provide features to schedule backup/ restore operations. The IA should ensure that activity such as proper Data backup, Data Restoration, and Data synchronization with DR site etc. are tested and implemented.
- iv. The system should have the ability to run multiple backup tasks in parallel.
- v. The system should have the ability to manually override scheduled backup operations.
- vi. The system should produce a report for each backup/restore task.
- vii. The system should support direct backup of data from one machine to another / from server to back tapes / CDs / Storage Area Network etc.
- viii. The system should have provision to keep data on storage media with high tolerance of failure.
- ix. The system should allow recovery of data in case of hardware/ software failure and data corruption. It should be able to perform recovery to a point of time, to known backup database.

### **2.2.11 Localization for India**

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

### **2.2.12 User Interface**

- i. The system should have a graphical user interface (GUI)
- ii. The GUI should be browser based and user friendly. There should be sufficient edit and validation checks in the system. It should provide safeguards to prevent damage to data from operator errors, simultaneous updates, modular availability or system failures.
- iii. It should have facility to display confirmation / warning windows for deletes changes etc.
- iv. The system should provide consistent screen layouts and access methods across all modules so that they look and behave the same.
- v. It should provide on-line error reporting and use a menu-based system with facilities to bypass menus by experienced operators.
- vi. The system should provide drill down facility to next level of details and so on.

### **2.2.13 Training and Online Help**

The system should have comprehensive help facility wherein the users can obtain system specific technical / functional help online. The system should maintain a database of FAQ(s).

### **2.2.14 Operational**

- I. Sign-On Services provided by the solution should enable the user to authenticate once and should be permitted to transact with the back-end applications seamlessly eliminating the need for re-authentication. Authentication from Mobile App will be required separately.
- II. The system should provide database administration with reporting facility (DB server configuration, administration, trouble shooting and Performance tuning).
- III. The system should provide transaction monitoring facility.
- IV. The system should provide performance monitoring with reporting facility.

- V. The system should be able to generate user friendly graphical reports, Trends, Dashboards, etc. in customized and standard form.
- VI. The system should provide error logging facility. The system should have ability to redo/rollback a transaction after recovery from software/hardware failure to ensure data integrity.
- VII. The system should restrict users from deleting data directly unless authorized to do so.
- VIII. The system should allow multiple users to access the same module simultaneously.
- IX. The system should display data according to user specified sorting and selection criteria.
- X. Any document or report should be previewed before printing.
- XI. The system should notify users automatically after report is generated.
- XII. The system provide functionality to users in generating reports on their own without having knowledge about technical programming.
- XIII. The system should be platform independent.
- XIV. The system should support all major web browsers.

### **2.2.15 IMPROVING E-CINEPRAMAAN**

#### **ONLINE FILM CERTIFICATION APPLICATION:**

- i. To create useful Reports and Statistics
- ii. Convert several Report output to PDF or properly designed Reports through CSS
- iii. Providing Video Tutorials on ‘How to Apply for CBFC Film Certification’, and Updating User Manuals
- iv. Other user friendly initiatives including improved aesthetics and ease of using in the cell-phones.

**2.2.16 The types of reports (indicative) required are listed in the table below:**

S. No.	Reports Required
1.	<b>Certificates issued in each film category</b> – celluloid, video, digital, any other. Categorization should also be available for Indian and Foreign and All Films. These options should be available for short as well as long films. Customized reports for each Regional Office and for the time-range specified. Language and Theme-related categorization should also be available. There should be an option to separate list data for films with cuts and without cuts. Outputs should be in formats given by CBFC.
2.	<b>Certificates issued in each category, certification-wise</b> – U, U/A, A, S. Categorization should also be available for Indian and Foreign and All Films. These options should be available for short as well as long films. Language and Theme-related categorization should also be available. There should be an option to separate list data for films with cuts and without cuts.
3.	<b>Status of applications received</b> – certified, sent for revision, refused, any other status– in various film categories (celluloid/video/digital). Categorization should also be available for Indian and Foreign and All Films. Customized reports for each Regional Office and for the time-range specified. Language and Theme-related categorization should also be available.
4.	<b>Status of modifications/excision done in each category (celluloid, video, digital, any other), certification-wise</b> – U, U/A, A, S. Categorization should also be available for Indian and Foreign and All Films. These options should be available for short as well as long films. Language and Theme-related categorization should also be available.
5.	<b>Status of films dubbed in each film category</b> – celluloid, video, digital, any other.

6.	<b>Status of Examination Committees and Revision Committees formed in each category (celluloid, video, digital, and any other)</b> - Categorization should also be available for Indian and Foreign and All Films. These options should be available for short as well as long films. Language and Theme-related categorization should also be available.
7.	Status of certification fee received in various film categories.
8.	Status of applications “closed” by the applicant.
9.	<b>Status of fee received for other actions</b> – revisions, modifications, cancellations etc. – in various film categories.
10.	<b>Status of SLA-adherence/breach for various types of applications received</b> (examination, revision, re-revision, modification, duplicate, re-examination, cancellation etc.) in various film categories (celluloid/video/digital). Categorization should also be available for Indian and Foreign and All Films. Language and Theme-related categorization should also be available.
11.	<b>Examining committee register:</b> List of examining committee members mentioning on which dates they have attended the film examination and of which film(s).
12.	<b>Revising committee register:</b> List of revising committee members mentioning on which dates they have attended the re-examination of the film and of which film(s).
13.	<b>Application Details:</b> List of applicant with details of the types of films, categories of films and their status etc.
14.	<b>Panel member attendance:</b> Details of panel member’s attendance film wise and month wise.
15.	<b>Panel member pay order:</b> Based on the panel member attendance, the total amount payable to him/her for the calendar month should be calculated and printed in the correct voucher format. There shall be an option to print voucher for one or multiple panel members

16.	<b>FCAT/Court Order Register:</b> Details of films passed by FCAT/Court
17.	<b>Refusal Report:</b> Details of films that have been refused certificates
18.	<b>Violations Report:</b> Details of violations/interpolations reported, current status, etc.

The data may be provided on monthly and annual basis in excel sheets in the following format separately for each regional office and in the compiled form as well:

a) Certificate Register`

Sr. No.	File No	Title	Language	Certificate No.	Date	Name of Applicant	Name of Producer	Signature	Remarks

b) Applications Register

Sr. No	File No.	Title	Language	Duration	Country of Origin	Amount of Fees		Name of Applicant	Address of Applicant	Name of Producer	Address of Producer	EC/RC Recommendation	Duration			C C N o	Date
						Screening fees	Certification fees						Applied	Excisions	Certified		

c) Payments Register

Sr. No.	File No.	Title of Film	Language	Amount	Purpose		Transaction Details	Date	Details of Refund if any
					Screening	Certification			

*NOTE: The scope of cost of Infrastructure like Servers, PC, peripherals, Software Applications like database, Operating System, cloud will be borne by the Department. The vendor has to upgrade, test, deploy, maintain, trouble shoot the Software Application, get necessary certificates, Service providers in consultation with the department. Upload Master*

*data etc. No travelling costs will be paid to the Vendor for visits to the Sites after award of contract and while executing the Contract*

### **3. Proposed upgradation of existing infrastructure, Provisioning maintenance and management of private dedicated cloud:**

#### **3.1 Hardware, Network and Environment Requirements**

The Bidder will upgrade the current CBFC infrastructure on two aspects,

- a) Increasing the DRS setup capacity to bring it at par with that of production setup,
- b) Configuring additional capacity at production as well as DRS to handle future growth in volumes.

#### **3.2 Provision for Handling Future Volumes**

With volumes crossing the estimates, utilization of the system has consistently exceeded 60% processing capacity. In order to handle failures of individual components, the system has been configured with sufficient redundancy whereby two sets of each component are provisioned. In case of failure of one component, one set becomes dysfunctional while other set continues providing service. In such a situation, as per principle of redundancy, the utilization of the system needs to be maintained below 50% so that, in case of failure of individual system, rest of the system can handle full load without degradation in performance.

Since the current setup is consistently recording system utilization above 60 % and, Storage disk utilization is also nearing 90%, it will thus not suffice for future volumes, apart from losing out on warranty of the hardware. As a good practice, capacity of the system should be increased to maintain capacity utilization well below the threshold. Thus it is prudent that capacity of the system be increased.

As mentioned above, with current utilisation averaging above 50%, sufficient headroom is not available to handle fail over and increase in volumes. It is therefore decided to enhance the capacity with the private dedicated cloud so as to efficiently handle the increasing load and storage requirement. Proposal considers addition of capacity for the system using cloud infrastructure while protecting investment already made by CBFC in its existing hardware which is

already functional. The existing four servers of CBFC can be taken over by the selected bidder and can be utilized for their remaining residual life, simultaneously enhancing the capacity using a private, secure and dedicated cloud.

The following additional infrastructure is estimated to be configured, considering the requirement of next 3 years. This capacity will have to be provisioned by the Bidder on a private dedicated and fully secure cloud system.

**Total infrastructure that would be needed for production and DRS use will be as follows: (To be provisioned through private and dedicated cloud management system, to be made fully operational by 31<sup>st</sup> August 2021).**

KVM Host	Production		DRS		Development and UAT
	Prod-1	Prod-2	DRS-1	DRS-2	
CPU (Cores)	24	24	24	24	16
Memory ( GB)	284	284	284	284	64
Disk ( TB )	8 for Production and 5 for backup		8 for Production and 5 for backup		5

### 3.3 Other requirements:

Selected bidder shall

- I. provide cloud and network required for implementation of the system during contract period (existing hardware can be utilized by bidder as part of the enhanced capacity cloud, till its residual functional life).
- II. The specification of servers, desktops, storage, other equipment and network requirements for running the proposed system
- III. Prepare the Bill of Materials with detailed specifications for entire IT infrastructure proposed for the deployment of the proposed system.
- IV. Appropriate redundancies shall be built in IT infrastructure as per standard industry practices. The proposed Bill of Materials should

include the requirements of Disaster Recovery (DR) site as well. The disaster recovery site will be discussed with the selected bidder.

- V. Data centers used for hosting production and DR infrastructure should be at least Tier –III level certified

#### **4. WEB SITE**

To takeover and completely *overhaul the bilingual website* to make it

- I. Interactive, user friendly, aesthetically designed, with modern, dynamic and state-of-the-art outlook, and improved visual design with different colour codes, scroll bars, etc.
- II. Fast loading of website, easy navigation, search engine friendly
- III. Message board to be improved
- IV. Picture/Video Galleries: picture and Video galleries to be included with dynamic look
- V. News: News section needs to be re-designed and media updates / press releases and current events also to be included in the section.
- VI. Provide more useful information/content. Necessary content management tool to be improved
- VII. Maintain highest standards of website security from external attacks/hacking
- VIII. Add additional features based on the functional requirements to extend to most of the areas of CBFC activities
- IX. Progressive Web apps with accelerated mobile pages

##### **4.1.1 Redesign, Development and Maintenance of website**

Through this Tender Document, CBFC is looking forward for revamping of the existing CBFC website ([www.cbfcindia.gov.in](http://www.cbfcindia.gov.in)) including re-design, development, and maintenance of the complete bilingual website. The revamped website should have a user friendly corporate look and shall have options for multiple level of administrators having varied rights so that they are able to maintain the information pertaining to their respective offices as per their assigned rights. The selected bidder should conduct the preliminary study of the existing website and detailed requirements may be gathered through consultation with CBFC officials. A total of 3 alternate designs of revamped website shall be provided to CBFC by 30<sup>th</sup> May 2021 and upon selection, the new design would be developed and operationalized by 31<sup>st</sup> August 2021.

The revamped Website should meet the requirements of CBFC and should be fully compliant with the “Guidelines for Indian Government Websites” (GIGW). The proposed website should be GIGW certified from STQC and security audited from CERT-IN/CERT-IN empaneled vendors. The selected bidder will also ensure that there is no loss of existing data while migrating to revamped website. The website should have the provision to remove/deactivate/add the existing/new CBFC regional offices along with their respective content. The selected bidder will have the sole responsibility to deploy and maintain the website. The selected bidder should assess the capacity planning and assessment for the future requirements. It is expected that the revamped website and contents should meet International standard with best look and feel.

The selected bidder needs to study the present system, its process carefully and should consult with the concerned CBFC officials wherever necessary to obtain in more details on the requirements of the project. It shall be the duty of agency to refine functional requirements as needed during requirement gathering exercise. The selected bidder shall prepare detailed requirement gathering documents for which the agency shall have a comprehensive discussion with CBFC officials and other stake holders to ensure that each of the requirement mentioned in this RFP or identified during study is covered. After approval of requirement gathering documents by concerned officials, the selected bidder will start Website revamping.

The below mentioned scope of work is indicative, the more elaborated scope will be based on the system requirement specification (SRS) document to be prepared by the selected vendor after discussion with CBFC officials. The indicative specifications for the website are presented in the following sections.

## **4.2 Website Design and Layout**

- I. At least 3 home page design layouts should be submitted for approval. Homepage should be attractive and well-constructed so that it makes a good first impression to all website visitors. It should clearly communicate the site's purpose, and show all major options available on the Web site. Easy access to the homepage should be provided from every page in the site.
- II. Website should have option to have some pages which are restricted to internal users and will be used for internal communication only.
- III. A consistent page layout must be maintained throughout the site.
- IV. Most important elements should be visible on the first screen and should not go inside a scroll. The majority of the homepage should be visible 'above the fold.'

- V. While using National symbols like flag, national emblem etc. it must be ensured that the images are in a proper ratio and colour, and as per the code.
- VI. Graphic elements such as buttons and icons should be simple and their meaning and symbolism should be self-explanatory and relevant. Wherever a graphic is used meaningful 'alternate text' must be given.
- VII. There must be adequate colour contrast between text and background. An option should be provided to view the website in a high contrast colour theme, according to the international standards for different types of vision disabilities (e.g. colour blindness etc.)
- VIII. Use of frames must be minimized as many search engines do not index framed web pages properly. However, if frames are used, each frame must be titled to facilitate frame identification and navigation.

### **4.3 Design Theme**

- I. Approved design should have at least 3 colour themes and one high contrast colour theme.
- II. These colour themes should follow and should be according to the international standards for different types of vision disabilities (e.g. colour blindness etc.)

### **4.4 Compatibility**

- I. The design of the website should be responsive so that it should adjust according to the screen size.
- II. Design should be compatible to Laptop, desktop, Tablet PCs, Mobiles and hand held devices.
- III. Design should be compatible with all the major browsers.
- IV. Design should not be font dependent. The content of the site should be readable with default standard fonts.
- V. Font properties should be such that the text must be readable both in print and electronic format and the page must print correctly on A4 size paper.

### **4.5 Scalability**

- I. Design interface should be easy to configure, customize and extend
- II. Table-less HTML Design should be developed using 960 grid system.
- III. Optimized compressed CSS and JS should be used. All the decorative images should be used from CSS. Image sprit should be used to reduce the load time of page.
- IV. Any CSS or JS Query used in designing should be free from copyright content and should be with the name of department itself.

- V. All styling should be handled through external style sheet. All the HTML tags should be styles through CSS so that it should be uniformly consistent at each location wherever used.

#### **4.6 Role Based User Access**

- I. The website should have an authenticated area from where authorized users can update the content of the website.
- II. There can be more than one users to manage the content of the website.
- III. Each user can have their different roles. It should be possible to allocate the roles and responsibilities of users from Content Management System.
- IV. No user can permanently delete the content from website. Only administrator can have the rights to permanently delete the content from the website.

#### **4.7 Content Management System**

- I. **Page Title:** The related page title should be displayed on the page with related content.
- II. **Meta Descriptions:** Every page of CMS has to have brief summary within the page.
- III. **Meta Keywords:** Every page of CMS needs to have facility to update Meta keywords for search engines.
- IV. **Long Description:** Long description can be used for details description of a short description or as a main page.
- V. **Active/Inactive:** Menu can be set in active/ reactive mode as per the requirement of CBFC administrator.
- VI. **Sequence/ordering:** Sequencing or ordering of links, sub links should be manageable by the authorized user.
- VII. **Approval:** Based on CBFC Administration the approvals can be set on concerned user base.
- VIII. **Contents/Image/PDF upload on website:** Contents /Image/PDF can be uploading as required for any page of concern user.
- IX. **New Flag:** If any new menu/link/document title added in the website it should automatically show a new flag against the menu/link/document. Duration till the new flag should display will be configurable by the administrator.
- X. **Concept Place Holder:** The concept place holder based on pre defined content section includes editable content based on requirements of concern user.
- XI. **Mobile/ tablet Option:** The content Management system has to have facility to activate every option for the mobile/tablet and any other devices. Any other based on concerned CBFC officials requirement.

## 4.8 Menu Management

- I. **Header Menu:** It should be GIGW based with complete options top header menu, new creation with concern page, Modification of Menu and Sub-Menu, edition of Menu and Sub-Menu related work dynamically.
- II. **Footer Menu:** It should be GIGW based with complete options footer menu, new creation with concern page, Modification of Menu and Sub-Menu, edition of Menu and Sub-Menu related work dynamically.
- III. **Quick Menu:** It should be GIGW based and other link based menu should be automatically updated.
- IV. **Related Links Menu:** It should be GIGW based with important link navigation from main website to other websites/PDF. It should be possible to generate/edit and also modify the links.
- V. **Site Map:** The GIGW guideline based sitemap should be able to be generated automatically with crated links dynamically without manual intervention.

## 4.9 Localization

- I. Content management system should be bilingual (English & Hindi) and support localization
- II. Language for Website will be English and Hindi.
- III. Website should support Unicode to that no specific/additional font is required to browse the website for Hindi language.
- IV. The English and Hindi content for the website will be provided by the CBFC.
- V. Website should initially be bilingual having separated resource files for Hindi and English. However, it should have provision for supporting other the Indian Languages in future. It shall ensure that the content is universally accessible by using Unicode compliant font.

## 4.10 Version History

- I. Website should have version management system. Each time publishing of content should create a version of the content.
- II. Admin should have the facility to view all the versions and rollback the content.
- III. Version Number and keeping records up to maximum versions should be configurable.

#### 4.11 Archive System

- I. **Archive:** Website should have an archival system. Each content to be published on the website archive should have time stamp with publishing and archive. There should be facility to define content date as “Never Expire”.
- II. **Manual Archive:** Website should have an option for the administrator to manually archive any content.
- III. **Republishing:** In case admin wants to republish the content from archive section, then there should be option to do it.

#### 4.12 Search Features

- I. Website should have a keyword based full website content search for English and Hindi.
- II. **Bilingual Search :**User should be able to search content within website in Hindi & English language.
- III. To search specific record, each section/module should have parameterized search.
- IV. Website should also provide a search on the film certification related information.

#### 4.13 Photo, Video and Audio gallery

- I. **Photo gallery:** Website shall have facility to create photo gallery with options such as add new/ modify/ delete. Photo gallery should be album based. It should have the facility to set photo to as an album cover photo. System should be able to automatically create photos of 2-3 different sizes with required dimensions on uploading.
- II. **Video gallery:** CMS should have facility to create video gallery with options such as add new/modify/delete. Video gallery should have facility to add embedded video from YouTube etc. Video gallery should support all latest video formats.
- III. **Audio gallery:** CMS should have facility to create Audio gallery with options such as add new/modify/delete. The user should have the facility to listen audio online, download audio file etc. Audio Gallery should

support all latest Audio formats.

#### **4.14 Document Management System**

- I. **Documents:** It should be possible to upload documents/presentations with the archival options.
- II. **Circulars and Notices:** It should be possible to upload Circulars and Notices with the archival options.
- III. **Acts & Rules:** It should be possible to upload Acts & Rules with the archival options.
- IV. **Government Resolutions:** It should be possible to upload Government Resolutions with the archival options.
- V. **Each** document should have option to add/modify Title of the document, Publishing date, Expiry date and keywords etc. Along with each document, there should be facility to show size of the documents(MB) and Type of the document(doc, pdf etc.)

#### **4.15 Media Management System**

- I. **News:** It should be possible to publish the news items. There should be flag for latest news to be highlighted.
- II. **Events:** It should be possible to upload information related to events with option to specify date, time and venue of the event.
- III. **Press Release:** It should be possible to publish the press release. There should be flag for latest press release to be highlighted.

#### **4.16 Other Features**

- I. **Who is who:** It should be possible to upload information with photo, name, designation, contact number and other relevant information.
- II. **Images Banner:** The only Home page banner can be uploaded with archive editable and changeable by the administrator.
- III. **Contact us:** The head office and regional contact information with contact and postal details should be managed online with editable facility.

#### 4.17 Interactive Website

- I. **FAQ:** There should be a section on the Frequently Asked Questions. The section shall comprise of collapsible headings. Each heading shall focus on one target group of people seeking information and the relevant FAQs shall be arranged accordingly. The target groups may be public, producers, short film makers, advertisement makers, agents etc. The general FAQs may be clubbed under general section.
- II. **Reporting of violations:** The website should provide an option for public to report any violation/interpolation regarding the certification of films, that they notice. On reporting any violation, the concerned RO/CEO shall be notified via email to investigate and take appropriate action.

#### 4.18 Integration with IT System

- I. The website shall provide a list of all the film certifications updated daily with Name of film, date of certification, category (U, A, U/A) etc. This list shall be automatically updated from the data in the IT system.
- II. The pre-certification query page will be created and kept updated with the names of the films submitted and not yet examined.

#### 4.19 Search Engine Optimization and Compliances Features

- I. **Page Title:** Every page title should reflect on the title bar of browser. It should help to navigate as per Web Content Accessibility Guidelines (WCAG) compliance and Search engine optimization.
- II. **Page Heading:** Every page heading should reflect on the title bar of browser. It should help to navigate as per Web Content Accessibility Guidelines (WCAG) compliance and Search engine optimization.
- III. **Meta description:** Every page should have related Meta description and should also ensure compliance of mechanism to search engine optimization

with both languages (i.e. Hindi and English).

- IV. **Meta Keywords:** scheme and content available in page with both languages (i.e. Hindi and English) as a mechanism for search engine optimization.
- V. **Search Engine friendly URLs:** Each page should have unique and search engine friendly URL. Page name should best describe the Page content.

#### **4.20 Usage Statistics**

- I. The usage generator must allow comprehensive usage statistics to be generated.
- II. It should include Visitors' Count on the site, region wise statistics, most popular pages, daily usage Analytics reports and search engine usage. This information would allow the success of the site to be tackled, and any usability issues identified.
- III. These statistics will be shared with CBFC on regular basis

#### **4.21 Security Features**

The websites should have the following security features:

- I. The website should be compliant with Guidelines for Government of India for Websites.
- II. The website should be free from OWASP Top 10 Vulnerabilities.
- III. The website should have Captcha function to prevent bot attacks.
- IV. The website should be protected against DoS attack targeting application like locking of the application.
- V. The website should have secure mechanism of changing the password in lost/forgotten scenario. Password policies should be applied.
- VI. Audit trail should be enabled on the website. The administrator should be

able to see the successful and unsuccessful logon, with time, IP, number of attempts on the website etc.

- VII. Audit trail at administrator level should also be enabled. It should capture each activity done by each authorized users, IP address, Time stamp etc. to track that who, when and from where has done what changes in CMS.
- VIII. Administrator should be able to generate email alerts and also historical report in the security report to CBFC that would contain the Time, IP address of attackers, the page under attack, and the parameter under attack with the attack values.
- IX. There should be a provision of blocking any IP or Network by assigning IP Address range from accessing the pages of admin module of the website and also the main websites that identified attackers can be blocked.
- X. The admin module, uploader module should be in separate folder so that HTTPS can be configured on the functionality that requires login action to be done. Administrator Panel should be highly secure. Other than user name and password, there should be other secure means for login into admin panel.

#### 4.22 Non-Functional Requirement

- I. **Scalability:** The architecture should be capable to tackle high volume critical traffic. It should be possible to deploy the services of each layer (or a group of related layers) on multiple servers, or in a multi-thread environment (possibly without automated routing or load-balancing).
- II. **Portability:** The application components at each layer should be portable with minimal effort.
- III. **Expandability:** It should be easy to extend the services provided at each layer or component level with minimal changes to other components i.e. it should allow easier development of new applications based on the existing

components and layers.

- IV. **Availability:** The services at each layer should allow for high availability.
- V. **Reliability:** The data being transferred and the processing of the same should be reliable i.e. persistence must be provided at each layer and each interface between layers.
- VI. **Recoverability:** The system should be elegant enough to recover from failure.
- VII. **Interoperability:** It should be possible to work together with underlying disparate sub systems or external systems seamlessly.
- VIII. **Administrative & Management Capability:** The services provided at each layer should be easy to manage with a clear interface for administration. Also, the component must be able to interface with the standard monitoring tools available.
- IX. **Security capability:** The website should provide options to protect access to certain resources or information.
- X. **Network Load Balance and Cluster Support:** Various hardware and software at each layer should be configured in a clustered environment to balance the load.
- XI. **Differently abled friendly:** The content of the website should be made differently abled (visually and hearing impaired) friendly so that information is easily accessible to them. Website should be keyboard friendly.
- XII. **Skip to navigation :**It should be possible to navigate page directly to navigation by skipping header section.
- XIII. **Skip to content:** It should be possible to navigate page directly to navigation by skipping header section & menu.
- XIV. **Font resizer:** There should be options to view website in different sizes of font

### **4.23 Website Hosting Requirement**

- I. The existing CBFC website is hosted in the NSDL e-Gov data Centre. Server details will be taken by selected bidder in coordination with CBFC officials from the Data Centre.
- II. Source Code for the website shall be deployed by selected bidder on the Data centre after completion of the security audit,
- III. Installation of all software will be the responsibility of selected bidder,
- IV. Selected bidder will be responsible for transferring the source code/database to production server.

### **4.24 Content Compilation**

- I. Content received from each Regional Office will be restructured/compiled by selected bidder as per GIGW guidelines with consultation of regional offices.
- II. Selected bidder will provide the Metadata for each content page.
- III. Selected bidder will add/update the tabular content as per GIGW guidelines.

### **4.25 User Acceptance Testing**

- I. All defects found during review, acceptance testing will be fixed to the satisfaction of the designated officer.
- II. The website within the scope of work should be as per specifications given. In case the whole website or any part thereof is found to be of inferior quality or not performing satisfactorily, the same shall be developed or modified free of charge immediately.
- III. All the expenses shall be borne by selected bidder for UAT.

#### **4.26 Certifications**

- I. Selected bidder shall obtain fresh Safe to Host Certificate for the CBFC website from STQC/Cert-IN empaneled agency.
- II. Selected bidder shall obtain fresh GIGW Compliance Certificate for the CBFC website from STQC.

#### **4.27 Training & Handholding Support**

- I. Proper training has to be provided to Nominated CBFC officials at HQ and Regional office level who will operate the websites.
- II. Training will be conducted at the time and venue mutually suitable to CBFC office and the selected bidder.
- III. All the stationary and training material, user manuals (soft and hard copy), video tutorials, etc. should be provided by the selected bidder.
- IV. User, Design & Technical manuals and other documents/videos/presentations for the developed website should be developed in an easy to understand and user friendly language with proper diagrams, screenshots and charts wherever required.

#### **4.28 Maintenance Support**

- I. Selected vendor shall be required to provide maintenance support for the CBFC website for a duration of 3 years of contract period.
- II. Maintenance Support includes minor additional requirements/minor changes apart from regular website maintenance activities.
- III. During maintenance period, the selected bidder should submit monthly report about complaint lodged and resolution time to resolve the problem in the first week of the next month.

#### **4.29 Scope of Maintenance Support**

- I. **Selected Bidder will need to arrange own Modifications & Enhancements:**  
Selected Bidder will be responsible for the modification and enhancement during the maintenance period.
- II. **Ongoing GIGW Compliance:** In the support period Selected Bidder need to maintain all GIGW points and policies.
- III. Fixing Security Vulnerabilities whenever any issue is reported or in the case of cyber-attacks.
- IV. Addressing Server related issues to ensure website uptime by coordinating, visiting with the data centre.
- V. Addressing Browser Compatibility related Issues to ensure smooth functioning of website on updated versions of all popular web browsers.
- VI. Addressing Device Compatibility related Issues to ensure smooth functioning of website on all Personal Computers, Smart Phones, and Tablet PC's disabled-specific devices (device independent ).
- VII. Addressing Website Performance related issues to fix issues like no response, slow response, website crashing etc.
- VIII. Rectification of bugs like content formatting issues, image placement, link mismatch etc. immediately after user request.
- IX. Minor Changes like changing static images, text, updating your privacy policy, site terms of use, disclaimers etc.

#### **4.30 MISCELLANEOUS**

- I. The Software Applications shall be enhanced adhering to all quality standards, The Software Applications to be tested stand alone and after system integration with various test cases as per Standard practices and to carry out User Acceptability test before deployment. After deployment and use, bugs if any to be removed

- II. Security audit of the website and e-Cinepramaan application to be carried out by authorized agency. The Vendor has to get it done.
- III. To provide consultancy in augmenting the IT infrastructures by improving the Server capability, Network capability / or availing Service providers.
- IV. The Vendor has to train the CBFC officials and users (applicants/producers) in the usage of the developed and upgraded Software Application
- V. The Organization is open to adapting latest solutions. In this direction if feasible, cloud computing has been considered. The Cloud space has to be maintained by agency to whom Indian laws and regulations shall be applicable.
- VI. Vendor should takeover the existing software and should be able to maintain and enhance it during the course of this project
- VII. Vendor should undertake any change requests to the existing software.
- VIII. System should be hosted in at least tier-III data center in different seismic zones to host and manage the system during tenure of this project
- IX. Vendor should assure 99.9% uptime availability of the data center infrastructure including power and cooling
- X. Hardware problem resulting in system downtime should be resolved in stipulated time
- XI. Provide advice/consultancy on the infrastructure to be maintained
- XII. Provide advice/consultancy on the network to be maintained
- XIII. Provide advice/consultancy to make existing application secure and back up management.
- XIV. To attend to the bugs/slight modifications, content management etc.

## **5. e-Cinepramaan Mobile APP to be developed**

Mobile APP for Android as well as IOS based hand held devices to be developed by selected bidder to enable Producers as well as CBFC officials to carry out simpler tasks at ease.

### **5.1 Login to Mobile App**

- I. Password based authentication
- II. Same user ID and password for Mobile APP which is used to login to e-Cinepramaan System

### **5.2 Dashboard**

- I. Post login Dashboard will be displayed to the user as per the role assigned
- II. Count of applications pending for action will be displayed

- III. When User clicks on any bucket on the Dashboard list of film certification applications will be displayed
- IV. Provision for user to search for a particular film certification application using content search
- V. When User clicks on any line item from the list, more details will be displayed along with the button to take required action
- VI. On the top left corner of the screen, when user clicks on menu icon details like user name, last login date and time will be displayed along with following menus
  - a. Home
  - b. View Profile
  - c. Settings
  - d. Logout
- VII. Icons for help and logout will also be provided on top right corner of the screen
- VIII. Mobile App would be bilingual (English and Hindi) , User will be able to access Hindi Labels and Tabs on the App through selecting Hindi language in the Settings.

### **5.3 Functionalities to be provisioned for Producer / Applicant Users**

#### **5.3.1 View Application Status**

- I. This functionality will be available for Producers as well as CBFC officials
- II. All ongoing applications for which certificate has not been issued will be displayed under this bucket
- III. User will be able to view status of the film certification application

#### **5.3.2 View scheduled screenings**

- I. This functionality will be available for all the users
- II. Producers can view screenings schedules for only those film certification applications which are submitted by them where as CBFC officials can view screening schedule for all the film certification applications for their office
- III. Committee members will be able to view screening schedule for only those films for which they are nominated as committee members
- IV. List of film certification applications for which screening has been scheduled will be displayed
- V. User can use content search to view details of a particular film certification application
- VI. Initially only acknowledgement number and film name will be displayed
- VII. When user clicks on any line item following additional details will be displayed
  - a. Acknowledgement number
  - b. Name of the Film
  - c. Screening Date
  - d. Screening Time

e. Venue

### 5.3.3 View and respond to intimation

- I. Provision for Producers to view the intimation notice issued by CBFC officials
- II. Provision for Producers to respond to the intimations received
- III. Provision to upload supporting documents or film as applicable

### 5.3.4 View and respond to Show Cause Notice

- I. Provision for Producers to view the Show cause notice issued by CBFC officials
- II. Provision for Producers to respond to the show cause notices received
- III. Following options will be available while responding to show cause notice
  - a. Accept Change in certificate
  - b. Request for Representation
  - c. Request for review of the film by revising committee
  - d. Approach FCAT
  - e. Approach Court
  - f. Application for closure
- IV. As per the option selected further screens will be displayed to upload supporting documents, enter remarks, make payment for revising committee etc.
- V. Provision to view issued show cause notices will also be available to CBFC officials

## **5.4 Functionalities to be provisioned for Scrutiny Officer**

### **5.4.1 View Application Status**

- I. This functionality will be available for Producers as well as CBFC officials
- II. All ongoing applications for which certificate has not been issued will be displayed under this bucket
- III. User will be able to view status of the film certification application

### **5.4.2 View Show Cause Notice**

- I. Provision to view the Show cause notice issued by CBFC officials
- II. Provision to view Response submitted by Producer for the issued show cause notice

## **5.5 Functionalities to be provisioned for Regional Officer**

### **5.5.1 View Application Status**

- I. This functionality will be available for Producers as well as CBFC officials
- II. All ongoing applications for which certificate has not been issued will be displayed under this bucket
- III. User will be able to view status of the film certification application

### **5.5.2 View Show Cause Notice**

- I. Provision to view the Show cause notice issued by CBFC officials
- II. Provision to view Response submitted by Producer for the issued show cause notice

### **5.5.3 Approval of Examination Report**

- I. Provision for regional Officer to view details of examination report
- II. Provision for Regional officer to either approve the examination report or mark the same for correction along with remarks
- III. In case if examination report of entered by Assistant to committee in that case provision for Examination officer / Presiding officer to either approve the examination report or mark the same for correction with comments
- IV. Similar functionality for Chairman to approve the examination report which is approved by Regional officer

#### 5.5.4 Committee formation

- I. All type of committees can be formed by Regional Officer using this functionality
- II. Provision to select committee members, allocate Examination officer, Report generation officer, scheduling screening venue and date etc.
- III. Validations like 50% male / female ratio and Quorum logic will be implemented

### 5.6 Functionalities to be provisioned for Panel Members

#### 5.6.1 View Scheduled Screening

- I. Panel Members will be able to view screening schedule of those films for which they have been nominated as Panel Member
- II. Details line Venue, Date and time will be displayed

### 5.7 Functionalities to be provisioned for Report Generation Officer(RGO) / Examination Officer (EO)

#### 5.7.1 View Application Status

- I. This functionality will be available for Producers as well as CBFC officials
- II. All ongoing applications for which certificate has not been issued will be displayed under this bucket
- III. User will be able to view status of the film certification application

#### 5.7.2 View Show Cause Notice

- I. Provision to view the Show cause notice issued by CBFC officials
- II. Provision to view Response submitted by Producer for the issued show cause notice

#### 5.7.3 View Scheduled Screening

- I. RGO / EO will be able to view screening schedule of those films for which they have been nominated as RGO / EO
- II. Details line Film Name, Venue, Date and time will be displayed

#### 5.7.4 Issue intimation and view response to intimations

- I. Provision for Report Generation Officer or Examination Officer to issue intimations to the Applicant/Producer
- II. View responses submitted by Applicant/producers to intimations issued

### 5.8 Functionalities to be provisioned for Chairman

#### 5.8.1 View Application Status

- I. This functionality will be available for Producers as well as CBFC officials
- II. All ongoing applications for which certificate has not been issued will be displayed under this bucket
- III. User will be able to view status of the film certification application

#### 5.8.2 View Show Cause Notice

- I. Provision to view the Show cause notice issued by CBFC officials
- II. Provision to view Response submitted by Producer for the issued show cause notice

#### 5.8.3 Approval of Examination Report

- I. Provision for Chairman to view details of examination report approved by RO
- II. Provision for Chairman to either approve the examination report or mark the same for correction along with remarks

#### 5.8.4 Approval of request to change Regional office for application processing

- I. Provision for Chairman to view list of applications where Applicant has requested change in Regional Office for Film Certification Application processing
- II. Provision for Chairman to approve or reject, request made by Applicant/producer to change CBFC Regional office for application processing

#### 5.8.5 Approval of request to re-open close cases

- I. Provision for Chairman to re-open previously closed film certification applications

#### 5.8.6 To initiate re-examination of film certification Application

- I. Provision for Chairman to initiate re-examination of film certification application

## **6. Schedule of Services**

### **6.1 Takeover and maintenance of the existing IT System of CBFC**

*The selected bidder will be responsible for the following:*

- I. Meeting Functional Requirement Specifications (FRS) and Technical Requirement Specification provided in this RFP document.
- II. Conceptualizing, designing and developing the proposed IT system to meet all the functional requirements of CBFC.
- III. Configuring the specific system modules and third party applications.
- IV. Development of interfaces where necessary.
- V. Customizing certification application modules (without any limits).
- VI. Configuring and developing all standard reports and customized reports as per CBFC's requirements.
- VII. Conducting User Acceptance Tests and System Integration Tests.
- VIII. Conducting various tests including Stress Tests, Performance Tests etc. and making necessary changes to the proposed IT system based on such test results.
- IX. All tools required for load testing and performance testing should be standard Third Party tools which are to be procured or arranged by the selected bidder for this Project.
- X. Any other work required to complete the proposed IT system as per requirement of CBFC.

### **6.2 Business Continuity Planning**

The selected bidder shall prepare and implement the Business Continuity Plan for CBFC. The strategy should include details of infrastructure, location, operation, management and policies based on Business Impact Analysis carried out in consultation with the CBFC officials.

### **6.3 Supply of Software/ Application/ RDBMS/ Other related Software/Licenses**

Selected bidder shall:

- I. Supply all the software with adequate number of licenses, required for the proposed IT system.
- II. The software provided should have the vendor support for a period of not less than 3 years from the contract start date.

- III. Tools, software for implementation, Data Migration, Testing etc. shall be part of the offered solution.
- IV. All support services including updates, upgrades and patches for all software modules shall be provided by the selected bidder till the end of the warranty and AMC period.

#### **6.4 Business Process Analysis**

Assess the business processes to supplement their understanding gathered from the high level business processes included in this RFP document. The selected bidder's objective should be to develop comprehensive solution to support the detailed business processes and functional requirements of CBFC as stated in this RFP document.

#### **6.5 Design and Implementation of the System Architecture**

Design and implement the architecture of the system to be implemented to satisfy all features, functions and performance parameter as described in this RFP document.

#### **6.6 Arranging equipment, software and tools for development and testing**

Arrange equipment, software and tools (along with necessary licenses, wherever applicable) required for development, customization, modification, testing of the proposed IT system.

#### **6.7 Documentation**

Provide the necessary documentation including System Requirement Specifications (SRS), Data model and database design, Source Code, Workflows, Test cases, Test results, Integration design etc.

#### **6.8 Integration**

- I. Identify the data / services which is to be exchanged between the

proposed IT system and the other internal /external systems and CBFC website

- II. Identify integration touch points for ensuring seamless integration with these internal/external systems and CBFC website
- III. Develop, test and commission these identified interfaces.

## **6.9 Project Management**

### **6.9.1 Authorization, Security and Access**

- I. Co-ordinate all activities with the Program Management Unit (PMU)/ Steering committee set-up by CBFC
- II. Ensure timely delivery of all the deliverables related to proposed IT system
- III. Supervise and ensuring delivery, installation and commissioning of IT infrastructure as per detailed BOM and technical specifications of IT hardware and networking equipment
- IV. Co-ordinate among various stakeholders and other vendors
- V. Ensure that day to day issues related to the IT system are handled and solve immediately.
- VI. Monitor risk management related aspects and project delays;

### **6.9.2 Project Monitoring and Reporting**

- I. The Bidder shall describe the proposed project monitoring and reporting methodology in the bid.
- II. Bidder shall declare/publish the project management and monitoring team
- III. Schedule monthly progress review meetings with CBFC officials for taking project review

- IV. Report exceptions and issues that require immediate attention of CBFC on a regular basis.
- V. The selected bidder's Project Management team will be responsible for updating the Project Review Committee of CBFC in progress review meetings to be held at periodic intervals.

### **6.10 Testing and Commissioning**

- I. All the tests will be carried out by the selected bidder at its own expense and at no additional cost to CBFC.
- II. The selected bidder shall give a reasonable advance notice, including the place and time, to CBFC for carrying out the tests.
- III. The selected bidder shall carry out necessary tests of all the modules and carryout corrections based on test results and feedback.

The test results and action taken report shall be submitted to CBFC

- IV. CBFC may reject any module/ system or any part thereof that fail to pass any test or do not conform to the specifications/ CBFC requirements. The selected bidder shall rectify such rejected item/ module or parts thereof or make alterations necessary to meet the specifications at no cost to CBFC, and shall repeat the test, at no cost to CBFC.
- V. User Acceptance Test (UAT) shall be done jointly by CBFC, selected bidder and the consultants, if any.
- VI. The selected bidder will conduct User Acceptance Tests (UATs) to ascertain whether the IT system or any sub-system(s) is capable of meeting the functional and technical requirement as per the RFP and Performance requirements.
- VII. CBFC will provide full co-operation to the selected bidder in conduct of the tests. User acceptance tests shall be carried out both on the development server

and on production server to ascertain the full load capability of the production environment(full load test and stress test).

- VIII. The selected bidder will conduct Acceptance Tests immediately after takeover to ascertain whether the proposed IT system or any sub- system(s), is available specified in this document and the agreed final Project Plan.
- IX. The User Acceptance Tests shall be conducted jointly by the selected bidder and CBFC.
- X. Conducting Stabilization Tests wherever required (like for mobile application), shall be the primary responsibility of the selected bidder, but shall be conducted with cooperation from CBFC to ascertain whether the supplied system meets the desired Standards of Performance as mentioned in **Section 6.16**.
- XI. The Stabilization Tests will be conducted for the IT system during the project take-over period. The test shall be conducted for ascertaining Response Time Performance and Availability Performance criteria for minimum Fourteen (14) calendar days continuously.
- XII. The Stabilization Tests shall be conducted by powering up and continuous operation of all the systems on a 24x7 basis to ascertain that all components/modules of the solution are working in the desired fashion individually and together.
- XIII. During stabilization test, the selected bidder shall deploy performance measurement tools to establish adherence to desired Standards of Performance.
- XIV. If the system is found to be lacking in meeting prescribed availability performance and response time performance, the selected bidder shall at its cost and expense make such changes, modifications, and/or additions to the proposed IT system as may be necessary for fully conforming to the Standards of Performance.

- XV. The selected bidder shall notify CBFC upon completion of the necessary changes, modifications, and/or additions and shall request CBFC for repeat of the stabilization acceptance tests.
- XVI. If the proposed IT system (or sub-system(s)) fails after the second stabilization acceptance test, CBFC shall levy penalty equivalent to 2.5% (two and a half percent) of the total price for Software and Implementation Services
- XVII. For performance below the Standards of Performance, the Contract is liable to be terminated. In such case, CBFC may recover the entire cost paid to the selected bidder or alternatively CBFC may proceed for commercial settlement with the selected bidder at the negotiated price.
- XVIII. The proposed IT system will be taken as finally accepted after observing performance and response time of the solution at the end of Stabilization Test (continuous operations for minimum 14 days successfully / error free of all the systems on 24x7 basis of the stabilization tests).

### **6.11 Training**

- I. Training Plan: The selected bidder shall provide comprehensive and detailed training plan describing the proposed approach & methodology, calendar / timelines, course contents, course duration, training materials, training tools, training logistics, etc. The selected bidder shall submit this document for approval of CBFC before initiating this activity.
- II. The selected bidder shall arrange separate training sessions for different categories of participants in batches (Approx.Batchsize:15~20 participants).
- III. Overview Training: This training shall be provided to CBFC's Project Review Committee and Project Management Unit members (if proposed) at the beginning of implementation of each phase/ module.
- IV. Technical Training : This training shall be provided to CBFC's IT Team or

data center team at the beginning of the implementation. Technical training would include programming and system administration aspects of the proposed IT system. (System Administration and Monitoring, User Administration, Performance Tuning, Backup and Restore Activities, Disaster Recovery, Data Archiving, Monitoring, integration and other related trainings)

- V. End User Training: This training shall be provided to CBFC's end users before each Go-live/Changes. The selected bidder will conduct training sessions for the users of Head Office and all regional offices and/ or any other office/ users suggested by CBFC.
- VI. The selected bidder will suggest to CBFC issues anticipated in the trainings and proposed solution to overcome the same.
- VII. Planning and locations for such trainings, workshops in the roll-out phase shall be finalized by the selected bidder in consultation with CBFC during the contract finalization.
- VIII. The selected bidder may need to conduct extra workshops/ training sessions, if felt necessary by CBFC without any additional cost.
- IX. Training Materials: The selected bidder shall be responsible for preparation of the training materials, videos, handouts and update end user manuals covering "how to use" concepts for all functions/modules to be implemented. Training content and mode of delivery must be approved by CBFC. Training material should be provided in hard and soft copies both.
- X. Training Logistics: CBFC shall provide training halls and conference rooms (venue) at the respective locations.
- XI. The training shall be organized by the selected bidder wherein specialized logistics and supportive facilities (if any) should be arranged by the selected bidder only. Such specialized logistics may include, but not limited to IT systems, audio visual aids, training tools, projectors, etc. All associated expenses are to be borne by the selected bidder.
- XII. In addition, all other incidental expenses (travel, lodging & boarding,

local conveyance etc. for the selected bidder's team) pertaining to training programs and workshops shall be borne by the selected bidder.

- XIII. CBFC will be at its own expenses related to travel and lodging of its personnel
- XIV. Training user-ids: Two user-ids for HO and for each RO will be created which will be used by the CBFC personnel for self-training on the system. Any activity done via these user-ids shall not affect live system in any way.
- XV. Assessment of Training Effectiveness: Preparation of test papers and conducting test for all participants to evaluate effectiveness of training programs and workshops.
- XVI. The test papers should be prepared jointly by the selected bidder and CBFC.
- XVII. The selected bidder is responsible for re-training of the whole batch in case the average score is less than 70% and additional cost of such re-training shall be borne by the selected bidder himself.
- XVIII. The selected bidder shall also obtain formal feedback from each participant after completion of each training program/ workshop.

## **6.12 User Help Desk**

- I. The selected bidder shall takeover and maintain the dedicated helpdesk/helpline for support from 8 AM to 8 PM for all working days of the week during the Contract period.
- II. The necessary human resource shall be allocated to the Help Desk (in the form of telephonic help lines and email) for the assistance and guidance to all the users of the application.
- III. The objective of this helpdesk would be to assist the users with the working of the application.

- IV. The new users should be able to get their queries resolved telephonically as well as via email.
- V. This helpdesk will be separate from the technical support to be provided for the application as required in the contract period.

### **6.13 Disaster Recovery and Back-up Policy**

- I. The selected bidder shall formulate an effective Back up strategy and Disaster Recovery Plan and will be responsible for implementing the same during the contract period.
- II. The selected bidder shall revise/ update the backup policy keeping pace with the technological advancement.
- III. The selected bidder shall test the effectiveness of the Back-up Strategy.

### **6.14 Free Upgrades**

The selected bidder shall make available and implement all upgrades of system softwares and related tools during the contract period.

### **6.15 Maintenance Support:**

- I. The selected bidder will provide all kind of support pertaining to the software application ,any associated and bolt- on application provided to CBFC.
- II. If any OEM is involved in the process, the selected bidder will arrange the support from OEM.
- III. The support should include supply of new versions / releases (including next generation release) upgrades, bug fixes, functionality enhancements and patches to cater to changes (including tax, legal, statutory and policy requirements) along with related documentation within thirty (30) calendar days of their availability in India and as well as other technical support from Application Software OEM's helpdesk.
- IV. Technical Support: The selected bidder shall provide technical support, in a suitable on-site and off-site combination, from 8 AM to 8 PM for all working days

of the week during the contract period.

- V. For any off-site support, the cost of network connectivity between selected bidder's Support Centre and CBFC's office(s) has to be borne by the selected bidder
- VI. Technical support shall include, but not limited to, installation of new versions/software / releases (including next generation release) upgrades, bug fixes, functionality enhancements, patches to cater to changes (including tax, legal, statutory and policy requirements), any modification or enhancement to existing business, changes to configurations, customizations, database administration, data back-up and archiving, security and other technical assistance.
- VII. The selected bidder shall provide detailed monthly reports of all the helpline calls logged and email queries, the resolution provided and time taken.
- VIII. Support will be provided by the selected bidder pursuant to the Service Level Agreement (SLA) and/or Contract Agreement. Support will include but will not be limited to the following activities:
  - a. All the modules of taken-over and proposed IT system and functionalities as mentioned in this RFP
  - b. Version upgradation
  - c. Re-installation of software(s)
  - d. Creation/modification of reports to meet business requirements within timeline stipulated by CBFC
  - e. Modification in workflow and analytics
  - f. Resolution of reported errors as per SLA mentioned in the table hereunder
  - g. Data backup
  - h. Data recovery
  - i. System restoration
  - j. Reinstallation of the proposed It system and all associated and prerequisite software

- k. Performance tuning and optimization
- l. Changes and modification
- m. Enhancement of existing functionalities and configuration
- n. Documentation of all the changes and developments made in the system
- o. Training on any change or modification of the solution
- p. Any other support required to ensure smooth and trouble-free operations of proposed IT system.

### 6.16 Standards of Performance

User Activity	Maximum permissible time	
	LAN	WAN
Menu Navigation-To display the menu as per the defined user role and profile	< 1 sec	< 3 sec
Screen Opening-To display the selected data entry screen from the menu chosen	< 2 sec	< 5 sec
Field Navigation-To navigate between the data entry fields in the screen	< 1 sec	< 2 sec
Look-up Response Time-To display items from list of values	< 1 sec	< 2 sec
Look-up Response Time-To display items from table	< 5 sec	< 8 sec
Screen Navigation-Time taken to navigate from one screen (tab page) to another which does not involve processing in earlier screen	< 1 sec	< 2 sec
Transaction Commit-Response time taken to commit a simple transaction like Stores Issue Voucher, Stores Receipt Voucher etc.	< 2 sec	< 3 sec
Query Retrieval Response Time-Simple query	< 5 sec	< 10 sec

Query Retrieval Response Time-Medium complexity query	< 8 sec	< 12 sec
Query Retrieval Response Time-High complexity query	<15 sec	< 20 sec
Reports Generation Response Time-Simple report	< 5 sec	< 10 sec
Reports Generation Response Time-Medium complexity Report	< 30 sec	< 50 sec
Reports Generation Response Time-High complexity report	< 1 min	< 3 min

In addition to the standards of performance parameters shown above, CBFC may/ shall develop detailed performance parameters during the implementation period.

## 7. Service Level Agreement

This is only indicative of the Service Level Agreement and not conclusive account. The actual SLA shall be finalised 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.

### 7.1 Purpose of this Agreement

I. 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.

II. The SLA is designed to:

- a) 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;
- b) Define unambiguously the performance related expectations of performance required of the selected bidder;

- c) Assist CBFC to ensure and control levels and performance of services provided by selected bidder

## 7.2 Availability Management

- I. **Availability of IT system** - High Availability is a key requirement of the CBFC as the application will enable the CBFC officials to deliver the key activity related to the issuance of censor certificates. The expected availability of IT system should be 97% between 8 AM and 11 PM and 90% between 11 PM and 8 AM. The project must also be able to rebound or recover from any planned or unplanned system downtime, ensuring a minimal impact on the operations. The selected implementation vendor should provide a single point of contact on a 24X7 basis.
- II. **Availability** will be measured on quarterly basis. Planned downtime will not be classified as unavailability. Planned downtime where both main as well as redundant systems are not available for providing service will be limited to a maximum of 48 Hours in a quarter. The selected bidder should endeavor to take such downtimes only during weekends or holidays preferably after end of day (EoD). However, the duration of the maximum allowable planned downtime will be reviewed on a yearly basis.
- III. In case of any breach in the SLA, a penalty amounting to 5% of the Quarterly bill value shall be levied on the selected bidder.

### 7.3 Problem Notification & Resolution Times

*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  Assignment to respective individual for analysis  Respond to initiator
			High	4 Hour	
			Medium	8 Hour	
			Low	10 Hour	
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 and closing of the problem
			High	1 Working Day	
			Medium	7 Working Days	
			Low	10 Working Days	

### 7.3.1 Threshold Definitions

- **Critical:** Show-stopper application breakdown/crash. Has serious implications on running the production server and has impacted all business critical process. It has affected or may affect >50% of the user community.
- **High:** Serious degradation in the application performance. Has impacted majority of the business process but able to continue the operations with the system limitations. It may have serious implications on the data integrity. It has affected or may affect, around 10% to 50% of the user community.
- **Medium:** Moderate degradation in the application performance No implications on the data integrity. Has no impact on the normal operations/day-to-day working. It has affected or may affect, <10% of the user community.
- **Low:** Applications are stable and has no impact on the day-to-day working. It has affected or may affect a single user.

### 7.3.2 Penalties in case of failure to meet Service Levels

Following penalty shall be applicable to the selected bidder in case of failure to meet provisions of Service Level Agreement (SLA) as provided in table above:

- I. **In case of problem categorized as “Critical”:** CBFC shall deduct from the respective quarter’s bill of selected bidder, a sum equivalent to 0.1% of the bill value for every thirty (30) minutes of delay over and above the given threshold limit for each of such incidents
- II. **In case of problem categorized as “High”:** CBFC shall deduct from the respective quarter’s bill of selected bidder, a sum equivalent to 0.1% of the bill value for every sixty (60) minutes of delay over and above the given threshold limit for each of such incidents; and

- III. **In case of problem categorized as “Medium”:** CBFC shall deduct from the respective quarter’s bill of selected bidder, a sum equivalent to 0.1% of the bill value for every one hundred and twenty (120) minutes of delay over and above the given threshold limit for each of such incidents.

#### **7.4 SLA Supervision**

- I. **Reporting Procedures:** The selected bidder’s representative will prepare and distribute SLA performance reports in an agreed upon format by the 10<sup>th</sup> working day of subsequent month of the reporting period. The reports will include “actual versus target” SLA performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports will be distributed to the Directorate, IT of CBFC.
- II. **Monitoring and Auditing:** Directorate of IT will review the performance of selected bidder against the SLA parameters each month, or at any periodicity defined in the contract document. The review / audit report will form basis of any action relating to imposing penalty or breach of contract. Any such review / audit can be scheduled or unscheduled. The results will be shared with the selected bidder as soon as possible. CBFC reserves the right to appoint a third-party auditor to validate the SLA.

#### **7.5 SLA Change Control**

- I. It is acknowledged that SLA may change as CBFC’s business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:
- d) A process for negotiating changes to the SLA.
  - e) An issue management process for documenting and resolving particularly difficult issues.
  - f) CBFC and selected bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner.

- II. Any changes to the levels of service provided during the term of this agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to SLA and consequently the contract.

## **7.6 SLA Change Process**

Both the parties may amend this SLA by mutual agreement in accordance.

- I. Changes can be proposed by either party.
- II. Normally the forum for negotiating SLA changes will be CBFC's monthly review meetings.

## **7.7 Version Control**

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

## **7.8 Issue Management**

This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between CBFC and selected bidder. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at lower management levels.

## **7.9 Issue Management Process**

- I. Either CBFC or selected bidder may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.

- II. CBFC will determine which committee or executive level should logically be involved in resolution.
- III. A meeting or conference call may be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- IV. Management of CBFC and selected bidder will develop a temporary, if needed, and the permanent solution for the problem at hand. The selected bidder will then communicate the resolution to all interested parties.
- V. In the event a significant business issue is still unresolved, the arbitration procedures described in the Contract will be used.

### **7.10 Escalation Process**

- I. The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing the procedures ensures that CBFC and selected bidder management are communicating at the appropriate levels. Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable timeframe.

All issues would be raised to the project management team, which is completely responsible for the day to day aspects of the implementation. The project management team shall classify the issues based on their severity level and resolve them within appropriate timelines.

- II. If project management team is unable to resolve an issue, the issue would be escalated to the top management with options/ risks detailed for decision. Top management will make decisions based on the options/ risks presented by the IT team.

- III. In case one or both the parties are unsatisfied with the decision of the top management of CBFC, the dispute will be resolved as specified in GCC.

### **7.11 Risk and Cost Factor**

In the event of termination of contract on the basis of non-performance by the selected bidder as per SLA, selected bidder will be solely responsible for risk and cost factor there on.

### **7.12 Breach of SLA**

In case the selected bidder does not meet the service levels mentioned in this RFP for three (3) continuous time-periods as specified in the relevant clause, CBFC will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case:-

- a. CBFC issues a show cause notice to the selected bidder.
- b. Selected bidder should reply to the notice within three working days.
- c. If CBFC authorities are not satisfied with the reply, CBFC will initiate termination process as per the contract.

### **7.13 Exclusions**

The selected bidder will be exempted from any delays or slippages on SLA parameters arising out of following reasons:-

- a) Delay in execution due to delay (in approval, review etc.) from CBFC's side.  
Any such delays will be notified in written to the IT Team
- b) Force Majeure
- c) The network links will be provided by a third party and the selected bidder will monitor and report any problems on behalf of third party. If selected bidder notifies and CBFC approves that the delay or fault was due to the third party link services then such loss will not be considered for tracking selected bidder's SLA parameters (Also reduced from total service time).

## 8. Project Schedule

The project schedules for the Upgradation of IT Application, Development of Mobile App and Revamping of the website are as follows:

### THE SCHEDULE FOR COMPLETION OF PROJECT

<b>Sr. No</b>	<b>Activities</b>	<b>PERIOD</b>
1	Complete Takeover of the existing System Implementation, without affecting the existing operations	31 <sup>st</sup> March 2021
2	The design and development of mobile app, revamping of bilingual website, upgradation of online Applications system (hardware and software), provisioning of dedicated private cloud and migration thereon, additional features with required utilities	31 <sup>st</sup> August 2021
3	Completion of GIGW/STQC and ISO 27001 Certifications	31 <sup>st</sup> December 2021
4	Implementation, hosting and maintenance of existing online application system with upgradations, CBFC website, mobile app and the hardware (existing as well as enhanced/upgraded parts), DR management and maintenance including network connectivity, continuation of helpdesk support	Till 31 <sup>st</sup> March 2024 or for three years from the date of signing of contract, whichever is later

Chief Executive Officer  
Central Board of Film Certification

Request for Proposal for

**“TAKEOVER, HOSTING AND MAINTENANCE OF CBFC’s  
APPLICATION AND WEBSITE, PROVISIONING AND  
MAINTENANCE OF CLOUD MANAGEMENT SYSTEM,  
REVAMPING OF WEBSITE, DESIGN, DEVELOPMENT AND  
MAINTENANCE OF MOBILE APP, PROVIDING DIFFERENT  
UTILITY TOOLS”**

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

5th Phase of Computerization of CBFC  
FOR

Films Division Complex  
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Deshmukh Marg  
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Central Board of Film Certification

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## 1. The RFP Process

### 1.1 Content of the RFP Document

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**

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

The schedule of key activities for the purpose of this RFP is outlined below:

S. No.	Key Activities	Date
1.	Issuance of Request For Proposal (RFP)	15 <sup>th</sup> December 2020, 10:00 Hrs
2.	Last date of receiving queries from bidders	5 <sup>th</sup> January, 2021, 17:00 Hrs
3.	Pre-Bid Conference (if required)	6 <sup>th</sup> January, 2021, 16:00 Hrs
4.	Last date and time for submission of proposals	27 <sup>th</sup> January 2021, 17:00 Hrs
5.	Opening of Pre-Qualification bids	28 <sup>th</sup> January 2021, 11:00 Hrs
6.	Opening of the Technical Proposal	To be communicated
7.	Opening of the Financial Proposal	To be Communicated
8.	Award of tender	To be Communicated

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

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

1.3.1 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 **5<sup>th</sup> January, 2021, 17:00 Hrs.**

1.3.2 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., **6<sup>th</sup> January, 2021, 16:00 Hrs..**

## 1.4 Pre-Bid Meeting

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 Section 1.2 of Volume-II of this RFP

**Venue:**

Central Board of Film  
Certification 9<sup>th</sup> Floor,  
Films Division Complex  
24,  
Dr. G Deshmkh Marg  
Mumbai-400 026  
Email Address : ceo.cbfc@nic.in

- 1.4.1 The purpose of the meeting would be to clarify queries on any matter related to the RFP and the project.
- 1.4.2 The bidders are requested to submit their queries in writing to CBFC on or before the date indicated in Section 1.2 of Volume II of this RFP. Any queries received after the indicated date and time will not be entertained.
- 1.4.3 Bidders may submit the queries at above mentioned email ID within the stipulated timelines as indicated in Section 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

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.

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 contract or to continue negotiations. The CBFC may terminate negotiations at any time without assigning any reason.

## 1.7 Venue and Deadline for Submission of Proposal

*Proposals should reach CBFC at the following address:*

Central Board of Film  
Certification 9<sup>th</sup> floor,  
Films Division Complex,  
Phase I Building 24-Dr. G.  
Deshmukh Marg

Mumbai-400 026

In case the proposal is submitted by hand, bidder's representative(s) shall sign a register evidencing their attendance and mention his contact details.

**Last Date & Time of Submission of Proposal:** 27<sup>th</sup> January 2021, 17:00 Hrs

## 1.8 Late Bids

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

## 1.9 Bid Opening

Total transparency will be observed while opening of proposals. Sealed envelopes of the bids would be opened at **11:00 Hrs at 28<sup>th</sup> January 2021**, (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. Similarly, 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 Section 2.25 of Volume-II of this RFP

## 2. Instructions to Bidders

### 2.1 RFP Document Fee

- 2.1.1 A RFP Document fee of Rs. 10, 000/- (INR Ten Thousand only) in the form of a Demand Draft drawn in favour 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).
- 2.1.2 Proposals not accompanied by RFP Document Fee shall be rejected as non- responsive.

## **2.2 Cost of bidding**

2.2.1 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**

2.3.1 A bidder may be a legal private entity or a legal government-owned entity with the intent to enter to deliver the engagement.

2.3.2 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.

2.3.3 Bidder should not have any conflict of interest with any parties included in the bidding process.

2.3.4 No consortium or Joint Venture is allowed to participate in the bidding Process.

2.3.5 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.

2.3.6 The bidder must produce documentary evidence of any claim made in the RFP document regarding their eligibility and ability for fulfilling the requirements specified within this RFP. The evaluation committee may decide the type and format of such documentary evidence.

2.3.7 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**

2.4.1 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 would not be eligible to submit bid either themselves or through their associates.

## **2.5 Clarification on RFP Document**

2.5.1 A Pre-bid meeting will be organised if required, as per the date mentioned in section 2.0 (Important Dates), to provide clarifications sought by the bidders. The venue of conducting such meeting shall be in Mumbai.

2.5.2 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.

2.5.3 Queries received later than as noted above shall not be entertained.

2.5.4 The bidders may submit their queries in the specified format as mentioned in this RFP (Annexure III – Format for Request for Clarifications)

2.5.5 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.

- 2.5.6 Authorised representatives (maximum two persons) will be allowed to participate in the pre-bid meeting.
- 2.5.7 Not attending the pre-bid meeting will not be a cause for disqualification.
- 2.5.8 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.
- 2.5.9 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**

- 2.6.1 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.
- 2.6.2 The bid should be submitted in English language only.
- 2.6.3 The bidder shall provide an English translation of any document(s), attached along with the bid, which is not in English.
- 2.6.4 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.

2.6.5 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**

2.7.1 The bidder shall furnish, as part of its bid, an **Earnest Money Deposit (EMD)/ bid Security of INR. 5, 00, 000/- (INR Five Lakhs only) by means of a demand draft, from a scheduled bank, drawn in favour of “Pay and Account Officer, Films Division, Ministry of Information and Broadcasting, Mumbai” payable at Mumbai.** No bidder is exempted from furnishing the said EMD. The currency of the EMD shall be Indian Rupees (INR) only.

2.7.2 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.

2.7.3 No interest shall be payable by CBFC for the sum deposited as EMD.

2.7.4 The EMD shall be forfeited in the following cases:

2.7.4.1 Any information submitted by the bidder is found to be incorrect.

2.7.4.2 If bid is withdrawn during the validity period or any extension agreed by CBFC and bidder thereof.

- 2.7.4.3 If the bid is modified in a manner not acceptable to CBFC after opening of the bid.
- 2.7.4.4 If the bidder tries to influence the evaluation process.
- 2.7.4.5 If the successful bidder fails to sign the contract in accordance with Clause 4.2 “Notification of award”
- 2.7.4.6 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.
- 2.7.4.7 The bid security of the successful bidder will be returned after the bidder has signed the Contract Agreement pursuant to clause 4.2 (Notification of award of Contract) and has furnished the required Performance Bank Guarantee pursuant to clause 4.5.
- 2.7.4.8 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**

- 2.8.1 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 non-responsive.
- 2.8.2 In exceptional circumstances, CBFC may solicit the bidders’

consent to an extension of the bid validity period. The request and the responses thereto 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.

2.8.3 During the bid validity period, the bidder is expected to keep available the personnel proposed for the assignment.

2.8.4 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**

2.9.1 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.

2.9.2 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.

2.9.3 Prospective bidders shall promptly acknowledge the receipt of addendum/ corrigendum thereof, in writing, by email, fax 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.

2.9.4 The bidders are requested to refrain from requesting extension of time on any grounds since the same will not be entertained by CBFC.

2.9.5 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**

2.10.1 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**

2.11.1 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.

2.11.2 While preparing the Technical Proposal, the bidder must give particular attention to the following:

- Understanding of scope of work
- Features of the proposed IT system
- Architecture envisaged for the solution including Information security measures
- Approach and Methodology for implementation and roll-out
- Project plan
- Training plan
- Number and suitability of personnel planned to be deployed for this project. It is desirable that these personnel be permanent employees of the firm or has an extended and stable working relation with it.
- Maintenance and Support.

2.11.3 The Technical Proposal shall not include any financial information.

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

- a) A forwarding letter on company letterhead of the bidder indicating the submission of the bid signed by an authorised 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 VIII (Pre-Qualification Criteria for bidders) along with supporting documents
- f) Details of past projects implemented (as per Annexure-VII -Details of Past Projects Implemented by bidder)

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

- a) Response to the Technical Criteria given in the Annexure IX (Technical Evaluation Criteria for bidders) along with supporting documents
- b) Project Approach & Methodology
- c) High level description of the proposed IT 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 of servers, storage, switches, firewalls, internet connectivity bandwidth etc. for all the tiers of deployment.
- f) Detailed Training Plan including Training Schedule – including resources required for conducting the training
- g) Support plan
- h) CVs of the personnel planned to be deployed for this project. (as per Annexure- VI: Format for Submitting Profiles of key resources)
- i) All relevant forms and documents as per the RFP requirement
- j) Any other relevant document

## **2.12 Financial Proposal**

2.12.1 The bidder must submit Financial Proposal as per format provided in Annexure XI: (Financial Proposal Formats)

- 2.12.2 Bidders shall give a break-up of the prices in the manner and detail as asked for in Annexure X: (Financial Bid Formats), failing which CBFC may reject the bid.
- 2.12.3 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.
- 2.12.4 In case of any discrepancy between words and figures, the amount indicated in words will prevail.
- 2.12.5 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.
- 2.12.6 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.
- 2.12.7 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;
- 2.12.8 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.

2.12.9 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**

2.13.1 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.

2.13.2 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”.

**2.13.3 The bidder must submit softcopies of its bid as well (Pre-Qualification Bid, Technical Proposal, Financial Proposal and other components) in Pen-drives/CDROMs, in the respective Envelopes.**

2.13.4 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 Authorised Signatory. An authorised representative of the bidder shall sign his / her initial on all pages of Pre-Qualification Bid, Technical and Financial Proposals. The authorisation shall be in the form of a written power of attorney stating that the representative has been duly authorised to sign the bid and a copy of same shall be attached

to the bid. The name and position held by person signing the authorisation must be typed or printed below the signature.

2.13.5 The Pre-Evaluation Bid, Technical and Financial Proposals shall contain no interlineations or overwriting.

2.13.6 **The EMD and RFP document fee should be submitted in two separate envelopes marked as “Earnest Money Deposit (EMD)” and “RFP Document Fee” respectively.**

2.13.7 **The envelopes containing the Pre-Qualification Bid, Technical Proposal, Financial Proposal, EMD and RFP Document Fees shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address and the RFP reference number.**

2.13.8 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

2.13.9 If the Pre-Qualification Bid, Technical Proposal, Financial Proposal, EMD and RFP Document Fee are not submitted in a separate sealed envelopes duly marked as indicated above, this will lead to the rejection of bid.

2.13.10 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.

2.13.11 Telegraphic / Tele fax / Telex / E-mail submissions of the bids will not be accepted.

2.13.12 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.

2.13.13 Bids with vague and ambiguous responses shall be deemed to be incomplete and shall be rejected.

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

2.14.1 The bids must be sent to the address indicated in the bid fact sheet 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.

2.14.2 Any bid received by CBFC after the deadline for submission shall be returned unopened.

2.14.3 CBFC shall not be responsible for any postal or courier delays.

2.14.4 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.

2.14.5 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**

2.15.1 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.

2.15.2 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

2.15.3 Modification of bid after last date and time of bid submission will lead to forfeiture of EMD.

2.15.4 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 authorised representative.

2.15.5 Any withdrawal of bid without the consent of CBFC in writing will lead to forfeiture of EMD.

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

2.16.1 Any terms and conditions of the bidder will not be acceptable at any stage of bidding process.

2.16.2 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**

2.17.1 No deviations in the terms and conditions as laid out in the RFP will be accepted.

2.17.2 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.

2.17.3 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.

2.17.4 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.

2.17.5 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.

2.17.6 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 a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall

be corrected, unless in the opinion of CBFC there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; or

- b) If there is a discrepancy between the product of unit price and quantity and the total price, the product of unit price and quantity will prevail and the total price will be corrected. If there is discrepancy between summation of subtotals and total price, the summation of subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figure, the amount in words will prevail.
- c) 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
- d) 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.

2.17.7 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**

2.18.1 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**

- 2.19.1 CBFC may at its sole discretion contact the bidder for clarification of the response.
- 2.19.2 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.
- 2.19.3 CBFC/ Evaluation Committee may use other sources of information in proposal evaluation as required.

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

- 2.20.1 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.
- 2.20.2 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.
- 2.20.3 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. The bid shall thereafter be for the quantity so accepted which will form the Contract.

- 2.20.4 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**

- 2.21.1 Each bidder should conduct its own study and analysis in order to respond to this RFP document.
- 2.21.2 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**

- 2.22.1 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.
- 2.22.2 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 lodgement of proposals.

## **2.23 Fraud and Corrupt Practices**

2.23.1 The bidders and their respective 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.

2.23.2 CBFC may also initiate appropriate legal action under relevant Indian laws against the bidder found indulging in fraud and corrupt practices.

2.23.3 Without prejudice to the rights of CBFC hereinabove, 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.

- 2.23.4 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.
- 2.23.5 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.
- 2.23.6 For the purposes of this section, the following terms shall have the meaning hereinafter 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 or action 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**

2.24.1 CBFC requires the bidders to provide professional, objective, and impartial advice and at all times hold CBFC's interests paramount

2.24.2 The bidders should strictly avoid conflicts with other assignment or their own corporate interests and act without any consideration for future work.

2.24.3 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.

2.24.4 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**

2.25.1 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.

2.25.2 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.

2.25.3 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

e) any other details as CBFC may consider appropriate;

2.25.4 No bid shall be rejected at the opening of Pre-qualification bid except for late bids and bids without RFP document fee /EMD.

2.25.5 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.

2.25.6 CBFC shall conduct the opening of Financial Proposals of all bidders who submitted substantially responsive Technical Proposals, in the presence of bidders` 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.

2.25.7 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**

- 2.26.1 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.
- 2.26.2 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.
- 2.26.3 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.
- 2.26.4 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.
- 2.26.5 Bid containing uncalled remarks or any additional conditions are liable to be rejected.

## **2.27 Taxes & Duties**

- 2.27.1 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.

2.27.2 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.

**2.27.3 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.**

2.27.4 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**

2.28.1 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**

2.29.1 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**

2.30.1 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**

2.31.1 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.

2.31.2 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.

2.31.3 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.

2.31.4 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.

2.31.5 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**

2.32.1 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**

3.1.1 CBFC would open the proposal as specified in section 1.9 and subsequently examine and evaluate the bids in accordance with the provisions set out in section 2.26.

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

3.2.1 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

- 3.2.1.1 The proposal is not a reasonable effort to respond to the requirements of the RFP; or
- 3.2.1.2 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.
- 3.2.1.3 The bidder shall provide all supporting documents for all the information submitted as a part of this RFPs response. Any claim without the required supporting document would not be considered for the purpose of scoring. The supporting documents submitted must be valid as on the date of submission of the bids.

### **3.3 Correction of Errors**

- 3.3.1 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.
- 3.3.2 In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall be considered final.

### 3.4 Bid Evaluation Procedure

- 3 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:**

- 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 sections.*

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

**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 “TAKEOVER, HOSTING AND MAINTENANCE OF APPLICATION AND WEBSITE, PROVISIONING AND MAINTENANCE OF CLOUD MANAGEMENT SYSTEM, REVAMPING OF WEBSITE, DESIGN, DEVELOPMENT AND MAINTENANCE OF MOBILE APP, PROVIDING DIFFERENT UTILITY TOOLS”** and containing the

prequalification 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 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-VIII.

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

Stage-2 of Bids Evaluation

Now, Internal Envelope-2 which is sealed marked as “**Envelope-2: Technical Proposal for Selection of Implementing Agency for “TAKEOVER, HOSTING AND MAINTENANCE OF APPLICATION AND WEBSITE, PROVISIONING AND MAINTENANCE OF CLOUD MANAGEMENT SYSTEM, REVAMPING OF WEBSITE, DESIGN, DEVELOPMENT AND MAINTENANCE OF MOBILE APP, PROVIDING DIFFERENT UTILITY TOOLS”**” 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:*

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 framework** given in Annexure-IX.

- b) **Proposal Presentations:** The Committee if required, 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 **70 or more** will qualify for the evaluation of the financial bid.
- f) The details of technical evaluation parameters are at Annexure-IX.

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 “TAKEOVER, HOSTING AND MAINTENANCE OF APPLICATION AND WEBSITE, PROVISIONING AND MAINTENANCE OF CLOUD MANAGEMENT SYSTEM, REVAMPING OF WEBSITE, DESIGN, DEVELOPMENT AND MAINTENANCE OF MOBILE APP, PROVIDING DIFFERENT UTILITY TOOLS”** 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.

□ *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-X and XI respectively.
- *\*Financial Bids that are less 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).\**

Stage 4: Final selection through evaluation based on QCBS method:

Bidder will be finally be selected by **Quality- and Cost-Based Selection (QCBS)** method .

The total score is calculated by weighing the technical and financial scores and adding them as per the formula mentioned below.

The Bidder achieving the highest combined technical and financial score will be invited for negotiations.

**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:**

$St = 100 \times \text{BTM} / \text{BTMh}$ , 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.**

**The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:**

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

**The weightage given to the Technical (T) and Financial (P) Proposals are:**

**T = 80 and**

**P = 20**

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.

Sample calculation is given in the sheet below for understanding purpose:

Company Name	Bidder's Technical Marks (BTM) (0 to 100)	Technical Score (St)	Project Cost (INR)	Financial Score (Sf)	Bid Score (S)
Abc	85.5	100.00	1000	95.00	99.00
Lmn	65	Not qualified	800	Disqualified in Stage 1	-----
Xyz	84	98.25	950	100.00	98.60

Bidder ‘Abc’ would be selected in above case.

### **3.5 Site Visit by CBFC**

3.5.1 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**

3.6.1 Only those bidders who qualify the Stage-I evaluation shall be considered for Stage-II evaluation. Similarly, only those bidders who qualify the Stage-II evaluation shall be considered for Stage-III evaluation. Financial Proposals will be opened for the bidders who cleared Stage-II evaluation. Minimum score required for any bidder to be qualified for opening of financial bid is “Technical Score: 70% of the total marks”.

**3.6.2 Financial bid evaluation will be done on total prices all-inclusive of taxes, duties and levies.**

3.6.3 Proposals will be ranked in descending order according 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**

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.

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. 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

- 4.4.1 **The contract period shall be for 3 (Three) Years from 1<sup>st</sup> April, 2021.** 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

- 4.5.1 The successful bidder shall at its own expense deposit with CBFC, within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a scheduled bank

acceptable to CBFC, payable on demand, for the due performance and fulfillment of the contract by the bidder.

*The Performance Bank Guarantee will be as follows:*

Schedule to Provide PBG	Performance Bank Guarantee
At the award of contract as described in clause 4.2.1 of this RFP Vol II	10% of the total project cost

4.5.2 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.

4.5.3 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.

4.5.4 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.

4.5.5 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**

4.7.1 The tenure of appointment shall be valid for a term of Three (3) years from 1<sup>st</sup> April, 2021.

4.7.2 The tenure of appointment of the selected bidder will end if :-

4.7.2.1 Bidder contravenes the conditions/clauses as specified in the contract with CBFC; or

4.7.2.2 At the end of the tenure as specified in the Letter of Appointment.

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

4.8.1 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.

4.8.2 The grounds for suspension / termination of the selected bidder may include inter alia

4.8.2.1 Contravention of the conditions/clauses as would be

specified in the Contract/Letter of Appointment.

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

#### **4.9 Transfer of assets in case of Exit/suspension/termination of Selected**

4.9.1 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.

4.9.2 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, and/or appoint an administrator to take over the project assets and the management of Selected Bidder functions and/or appoint any agency to take over the project assets and the management of the Selected Bidder functions, and/or appoint a successor Selected Bidder and:

4.9.2.1 Transfer all or part of the project assets and the management of the Selected Bidder functions to the new Selected Bidder, and/or

4.9.2.2 Determine the residual value of the project assets

based on guidelines or fair value as determined by  
CBFC, or

- 4.9.2.3 Ensure smooth transfer of project assets both  
tangible and intangible to the new Selected Bidder.

## **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**

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:

<b>S. No.</b>	<b>Delay in days</b>	<b>Penalty in terms of total project cost</b>
---------------	----------------------	---

1.	30 Days	1%
2.	45 Days	2%
3.	60 days	5%
4.	Beyond 61 days	10%

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.

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.

Note: Penalty would be deducted from the amount payable to the vendor at Project Go- live.

## **5.4 Delivery and Documents**

5.4.1 The applicant shall submit all the deliverables on due date as per the delivery schedule. 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.

5.4.2 The bidder shall also provide other necessary documentation like user manuals, license certificates, brochures (as applicable) as part of the deliverables. After the installation of various equipment at the site, bidder shall submit the installation report which shall clearly mention the Names,

Serial Numbers, Make, Model of each equipment along with the date of installation to CBFC.

- 5.4.3 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 Suspension**

- 5.6.1 CBFC may, by written notice to bidder, suspend all payments to the bidder hereunder if the bidder fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension-

5.6.1.1 Shall specify the nature of failure.

5.6.1.2 Shall request the bidder to remedy such failure within a period not exceeding thirty (30) days after receipt by the bidder of such notice of failure.

## **5.7 Termination**

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.

5.7.1 Termination for convenience in whole or in part thereof, at any time. CBFC reserves the right:

5.7.1.1 To have any portion completed at the work order and /or the Work Order terms and prices; and /or

5.7.1.2 To cancel the remainder and pay to the agency an agreed amount for partially completed Services.

5.7.2 Termination for Insolvency if the bidder becomes bankrupt or otherwise insolvent.

## **5.8 Force Majeure**

5.8.1 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.
- d) 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.

5.8.2 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, Quarantine restriction, non-performance due to labour strikes, lock-outs and Acts of God (here in after 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.

- 5.8.3 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.

5.8.4 In the event of a delay lasting for more than one month, on account of Force majeure, CBFC reserves the right to cancel the order without any obligation to compensate the selected bidder in any manner whatsoever.

5.8.5 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.

5.8.6 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.

## **5.9 Governing Laws / Jurisdiction Arbitration**

5.9.1 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.

5.9.2 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.

## **5.10 Arbitration and Legal Jurisdiction**

5.10.1 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.

- 5.10.2 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 mutually agreed arbitrator appointed by the CBFC. The Arbitration and Conciliation Act, 1996 (Central Act 26 of 1996) shall apply to such arbitration proceedings.
- 5.10.3 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 direct the same to be taxed as between Solicitor and Client, 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.
- 5.10.4 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.

## 5.11 Notice

5.11.1 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.

## 5.12 Progress of the Project

5.12.1 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.

## 5.13 Forfeiture of Performance Bank Guarantee

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

5.13.1.1 If the bidder violates any such important conditions of this RFP.

5.13.1.2 If the bidder indulges any such activities as would jeopardize the interest of CBFC in timely finalization of this RFP document.

5.13.2 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 black listing of the bidder.

## 5.14 Probity & Publicity

### 5.14.1 CBFC shall require all the bidders to:

- 5.14.1.1 Declare any actual or potential conflict of interest.
- 5.14.1.2 Not collude with any other bidder or any other contractor who is a potential bidder.
- 5.14.1.3 Comply with all laws in force in India applicable to the bidding procedure.
- 5.14.1.4 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.
- 5.14.1.5 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.

### 5.14.2 If the bidders act contrary to these requirements, CBFC reserves the right to:

- 5.14.2.1 Terminate negotiations
- 5.14.2.2 Terminate consideration of the bid and
- 5.14.2.3 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.

## **5.15 Reservation of Rights**

CBFC reserves the right to:

- 5.15.1 Extend the Closing Date for submission of the bids.
- 5.15.2 Amend the bid requirements at any time prior to the closing date, provided that the amendment is notified to prospective bidders.
- 5.15.3 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.
- 5.15.4 Discontinue negotiations at any time with any bidder.
- 5.15.5 Terminate or abandon this procedure or the entire project before or after the receipt of bids.
- 5.15.6 Seek the advice of external consultants to assist CBFC in the evaluation or review of bids.
- 5.15.7 Make enquiries of any person, company or organization to ascertain information regarding the bidder and their bid.
- 5.15.8 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.

## **5.16 Extension of Contract**

- 5.16.1 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.

### **5.17 Breach of Statutes**

5.17.1 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.

### **5.18 Waiver**

5.18.1 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.

### **5.19 Indicative Project Timelines**

5.19.1 Please refer Section 7.0 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.

### **5.20 Miscellaneous**

5.20.1 The end product of the work assignment carried out by the bidder, in any form, will be the sole property of CBFC.

5.20.2 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 the compliance by the new company / new division in the negotiation for their transfer.

## 6. Payment Schedule

The payment schedules during the implementation of this project are as follows:

**(A) 40% of the total investment will be earmarked for the design, development and operationalization of mobile app, upgrading of application systems operationalization revamping of bilingual website, provisioning of dedicated private cloud management system and migration thereon, renewal of STQC certification and completing STQC (GIGW) and ISO 27001 certifications. Target for each of these activities ( except for certifications ) is set out as 31<sup>st</sup> August 2021. Target of obtaining STQC(GIGW) and ISO 27001 certification is 31<sup>st</sup> December 2021..**

*This will be paid in the following manner:*

*10% of total project cost agreed upon will be paid on successful operationalization of mobile app (both android and iOS versions).*

*10% would paid on successful operationalization of revamped bilingual website, and upgraded features of Applications, and provisioning of other utilities like video tutorials, updated manuals, etc.*

*15% would be paid upon successful migration and hosting upon the cloud system.*

*While 5 % would be paid on obtaining of both STQC and ISO 27001 certifications.*

**(B) Balance payment of 60% will be paid out in equal parts on quarterly basis**

**over the 3 (three) years period subjected to any deduction in penalty, as applicable.**

If the Implementation Agency misses deadlines for tasks mentioned in (A) above, CBFC shall have right to withhold the further payments in (B) till these tasks in (A) are completed by the Agency.

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

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

[To be submitted on Bidder Company's Letterhead]

Date:

To:

**The CEO,  
Central Board of Film  
Certification  
9<sup>th</sup> Floor, Films Division Complex  
24, Dr. G. Deshmukah Marg  
Mumbai-400 026**

**Sub: Proposal for Selection of Bidder for "TAKEOVER, HOSTING AND MAINTENANCE OF CBFC's APPLICATION AND WEBSITE, PROVISIONING AND MAINTENANCE OF CLOUD MANAGEMENT SYSTEM, REVAMPING OF WEBSITE, DESIGN, DEVELOPMENT AND MAINTENANCE OF MOBILE APP, PROVIDING DIFFERENT UTILITY TOOLS"**

Dear Sir,

With reference to your RFP document dated 15<sup>th</sup> December 2020, we, having examined the Bidding Documents and understood their contents, hereby submit our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.

- 1 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.
- 2 This statement is made for the express purpose of qualifying as a Selected Bidder for **“TAKEOVER, HOSTING AND MAINTENANCE OF CBFC’s APPLICATION AND WEBSITE, PROVISIONING AND MAINTENANCE OF CLOUD MANAGEMENT SYSTEM, REVAMPING OF WEBSITE, DESIGN, DEVELOPMENT AND MAINTENANCE OF MOBILE APP, PROVIDING DIFFERENT UTILITY TOOLS”**
- 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 above mentioned Project and the terms and implementation thereof.
  
- 9 We agree to keep this offer valid for **120 days (one hundred and twenty)** days from the Proposal Due Date specified in the RFP.
  
- 10 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.

(Company Secretary)

Date & Place:

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

1. Registered Name of the Firm
2. Type of Firm  
(Proprietary/ Partnerships/Private/Public)  
Please enclose self-certified copy of certificate of incorporation
3. Complete Address of Registered Office
4. Date & Country of Incorporation
5. Number of years of operations in India
6. Number and locations of offices in India
7. Contact person details:
  - a. Name, Designation, Mobile Number, Email
8. Telephone Number (with ISD & STD Code)
9. Fax Number (with ISD & STD Code)
10. Brief description of the Firm including details of its main lines of business along with the brief profile of the organization
11. Total Annual turnover (for Indian operations) for FY 17-18, FY 18-19 and FY 19-20 (Enclose Certificates duly signed by Chartered Accountant)
12. Annual turnover from Information Technology business (for Indian operations) for FY 17-18, FY 18-19 and FY 19-20 (Enclose Certificates duly signed by Chartered Accountant)
13. Total Number of employees:
14. Number of employees having regular regular working experience in e-Governance projects
15. Please attach copy of PAN Card/ Service Tax Registration
15. CMMi assessment level and date of assessment:
16. Validity period of the CMMi assessment
17. Any other relevant information

Signature of Authorised Signatory

Name of Designation of Authorised Signatory

Telephone &amp; Mobile Number (with ISD &amp; STD Code)

Fax Number (with ISD &amp; STD Code)

E-Mail Address

Official seal of the Company

**Annexure- III: Format for Request for Clarifications**

<b>Bidder's Request For Clarification</b>			
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 / Section / Page No.)	Content as in RFP requiring clarification	Query / points of clarification required
1			
2			
3			
4			

**Annexure- IV: Format for Submitting BOM**

#	Item	Quantity	Specifications	Specific to CBFC (Y/N and clarifications)
Hardware components				
1.				
2.				
3.				
Software components (including COTS, Bespoke, Third party software etc.)				
1.				
2.				
3.				
Network components				
1.				
2.				
3.				

**Note**

1. Bidder is required to mention all the components that it proposes to be used for this assignment. However, the successful bidder would be required to provide the actual BOM to CBFC after UAT (User Acceptance Test).
2. Bidder needs to specifically mention all components proposed to be used/procured specific to CBFC's application and also clarify the extent of the component's use for the same.

**Annexure- V: 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)			

**Annexure- VI: Format for submitting Profiles of Key resources**

#	Items	Guidelines
1.	Name of the personnel:	<Name of the personnel>
2.	Designation	<Designation in bidding firm>
3.	Proposed position for the project:	<Responsibility Area in the project >
4.	Qualification:	<ul style="list-style-type: none"> <li>• &lt;Degree-1&gt; <ul style="list-style-type: none"> <li>o Academic institution graduated from</li> <li>o Year of graduation</li> <li>o Specialization (if any)</li> </ul> </li> <li>• &lt;Degree-2&gt; <ul style="list-style-type: none"> <li>o Academic institution graduated from</li> <li>o Year of graduation</li> <li>o Specialization (if any)</li> </ul> </li> </ul>
5.	Professional Certifications:	<No. of years>
6.	Total years of experience	<No. of years>

7.	Years of experience in present Company	<No. of years>
8.	Experience of working on Government Projects	<Yes/No> <No. of years> <Project Reference – Names Only>
9.	Experience of working on Turnkey Projects	<Yes/No> <No. of years> <Project Reference – Names Only>
10.	Project wise professional experience details: (Only relevant projects)	<Name of the project & client> <ul style="list-style-type: none"> <li>• Key project features in brief</li> <li>• Relevance to CBFC project in brief</li> </ul>

### Annexure- VII: 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>.

## Annexure- VIII: Pre-Qualification Criteria (Eligibility Criteria)

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

S. No.	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	IT Operations	The Bidder should be having IT operations in India for the last 5 years from the date of bid submission.	Declaration in this regard by the authorized signatory of the bidder should be attached
4	Sales Turnover in System Integration	The bidder should have positive net worth. The bidder should have avg. <b>annual turnover from IT Business of more than INR 25 crores for the last three Financial Years</b> (FY 19-20, FY 18-19, FY 17-18). This turnover should be on account of ICT Systems Development and Implementation (i.e. revenue should be on account of System Integration/Turnkey solutions or products and their associated maintenance or implementation services, packaged software etc.) only.	<input type="checkbox"/> Chartered Accountant certificate for Net-worth, Turnover and PAT should be attached.  * Copy of the audited profit and loss account / balance sheet/ annual report of last three financial years mentioning required figures
5	Experience in System Integration	The bidder should be an established Information Technology company / IT System Integrator	1. Copy of Work Order or Agreement copy

		<p>having experience of design, build and operate model of functioning for successful implementation of <b>at least 3 National e-Governance Projects (each having order value of not less than 5 Crores)</b> in India during the last three years, upto 31st March 2020.</p> <p>The projects provided by the Bidder should cover at least application development / customization, infrastructure deployment, maintenance and support</p>	<p>And</p> <p>2. A. Client Certificate of Completion/ Phase completion certificate from the client OR B. Self-certificate of Completion (Certified by the statutory auditor/authorized signatory/ company secretary).</p>
6	Certifications	The bidder should be <b>minimum a CMMi level 3 company</b>	Valid certificates needs to be attached for the same.
7	Manpower	<p>The Bidder shall have <b>at least 100 IT professions on its payroll</b>, who are having regular working experience in e-Governance Projects.</p> <p>List of qualifications that would be considered for IT professionals: B.E/B.Tech/M.Tech/MCA/BCS/BCA/B CS/B.Sc. (Computer science/IT)</p> <p><b>Project Manager nominated for this project by the Bidder should be PMP certified</b></p>	<p>Declaration from HR as per Annexure XIII.</p> <p>PMP Certification copy for nominated Project Manager</p>
8	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.
9	LOCATIONS	The Bidder should have existing and functional Technical support office at Mumbai	Self Certificate

Note1: Bidders are to submit documentary proof to establish the qualification of the above mentioned criteria.

Note2: **Bidders fulfilling all pre-qualification criteria will only be considered for further technical evaluation. Otherwise the bids will be rejected.**

### Annexure- IX: 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 from IT Business of Rs 25 Crores in the last three financial years</p> <p><b>Scoring Methodology</b></p> <p>Rs. 25 to 35 Crore = 10 Marks</p> <p>Rs. 36 to 45 Crore = 12 Marks</p> <p>Rs. 50 Crore and above = 15 Marks</p>	15
2	<p>Relevant experience of design, build and operate model of functioning for successful implementation of at least 3 National e-Governance Projects (each having order value of not less than 5 Crores) in India during the last three years, upto 31<sup>st</sup> March 2020</p> <p><b>Scoring Methodology</b></p> <p>For 3 projects = 15 Marks</p> <p>For 3 to 5 projects = 20 Marks</p> <p>For 6 or more projects = 25 Marks</p>	25
3	<p>The bidder should have themselves developed and maintained website and applications system for government /PSU/ Autonomous Bodies of minimum contract value of Rs. 50 lakh each, as on 31st March 2020</p> <p><b>Scoring Methodology</b></p> <p>For 2 websites and applications system= 8 Marks</p> <p>For 3 websites and applications system = 10 Marks</p> <p>For 4 or more websites and applications system = 15 Marks</p>	15

4	<p>IT Manpower: Bidder should have Dedicated IT resource on its payroll, who are having regular working experience in e-Governance Projects.</p> <p>Scoring Methodology</p> <p>100 to 150 IT employees = 11</p> <p>Above 150 and below 200 IT employees = 13</p> <p>200 and above IT employees = 15</p>	15
5	<p>Bidders must demonstrate their understanding of the Department's requirements by providing:</p> <ul style="list-style-type: none"> <li>✓ Understanding of the project including the Functional requirements met by the Solution and Existing Technical Architecture</li> <li>✓ Project Management Methodology</li> <li>✓ Quality Assurance Methodology</li> <li>✓ Risks and &amp; their Mitigation plan</li> </ul>	10
6	<p>Bidders should have experience of handling concurrent users of online web-based Applications.</p> <p>300 concurrent users: 3 marks</p> <p>301-500: 4 marks</p> <p>501 and above: 5 marks</p>	5
7	Detailed Project Plan	2.5
8	Detailed Training Plan	2.5
9	<p>Bidder should be CMMi certified and ISO 27001 certified</p> <p>Scoring Methodology</p> <p>For CMMi 3 = 2 Marks</p> <p>For CMMi 4 = 5 Marks</p> <p>For CMMi 5 = 8 Marks</p> <p>ISO 27001 certified= 2 marks</p>	10
	Total	100

**Annexure- X: Financial Bid Formats**

<b>Sl. No</b>	<b>Description</b>	<b>Total Base Price (INR)</b>	<b>Goods and Service Tax (INR)</b>	<b>Other applicable taxes (mention details, If any) (INR)</b>	<b>Total Price (INR)</b>
1.	Total Price for takeover, hosting and operation including Maintenance of Software Application, website and existing infrastructure				
2.	Total Price for revamping Website				
3	Total Price for design, development, maintenance including operation of Mobile App				
4	Total ICT cost including hardware as per detailed Bill of Material submitted				
5	Total cost of necessary certifications				
6	Any other Cost				
	<b>Grand Total Price</b>				
<i>Total Price# (in figures): Indian Rupee _____</i>					
<i>Total Price# (in words): Indian Rupee _____</i>					

## Annexure- XI: Financial Proposal Format

[To be submitted on Bidder Company's Letterhead]

To:

**The CEO**

**Central Board of Film  
Certification 9<sup>th</sup> Floor, Films  
Division Complex 24,  
Dr. G Deshmukh Marg  
Mumbai-400 026**

**Sub: Financial Proposal for Selection of the Bidder for "TAKEOVER, HOSTING AND MAINTENANCE OF CBFC's APPLICATION AND WEBSITE, PROVISIONING AND MAINTENANCE OF CLOUD MANAGEMENT SYSTEM, REVAMPING OF WEBSITE, DESIGN, DEVELOPMENT AND MAINTENANCE OF MOBILE APP, PROVIDING DIFFERENT UTILITY TOOLS"**

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 towards "TAKEOVER, HOSTING AND MAINTENANCE OF CBFC's APPLICATION AND WEBSITE, PROVISIONING AND MAINTENANCE OF CLOUD MANAGEMENT SYSTEM, REVAMPING OF WEBSITE, DESIGN, DEVELOPMENT AND MAINTENANCE OF MOBILE APP, PROVIDING DIFFERENT UTILITY TOOLS" (including Out of Pocket Expenses and all applicable taxes) and levies)		

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.

(Company Secretary)

Date & Place:

### **Annexure- XII: 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 expression 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 TAKEOVER, HOSTING AND MAINTENANCE OF CBFC’s APPLICATION AND WEBSITE, PROVISIONING AND MAINTENANCE OF

CLOUD MANAGEMENT SYSTEM, REVAMPING OF WEBSITE, DESIGN, DEVELOPMENT AND MAINTENANCE OF MOBILE APP, PROVIDING DIFFERENT UTILITY TOOLS” (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 WITNESSETH 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 therefor 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 hereunder 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 entitled 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 \_\_\_\_\_(180 days 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 herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_ .

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by \_\_\_\_\_Bank, by the hand of Mr./Ms.  
\_\_\_\_\_ its \_\_\_\_\_ and authorized official.

**Annexure- XIII: Format for Self- Declarations**

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

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

Date:

To:

**The CEO  
Central Board of Film  
Certification 9<sup>th</sup> Floor, Films  
Division Complex  
24, Dr. G. Deshmukah 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)



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

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

Date:

To:

**The CEO**

**Central Board of Film**

**Certification 9<sup>th</sup> Floor, Films**

**Division Complex**

**24, Dr. G. Deshmukah 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 ineligibility for corrupt or fraudulent practices as on date \_\_\_\_\_.

We hope that this undertaking provided hereinabove 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)

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

Format for statement of deviation from scheduled requirements:

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

Request for Proposal for

“TAKEOVER, HOSTING AND MAINTENANCE OF CBFC’s  
APPLICATION AND WEBSITE, PROVISIONING AND  
MAINTENANCE OF CLOUD MANAGEMENT SYSTEM,  
REVAMPING OF WEBSITE,  
DESIGN, DEVELOPMENT AND MAINTENANCE OF MOBILE APP,  
PROVIDING DIFFERENT UTILITY TOOLS”

**Volume III : Master Service Agreement**

3rd Phase of Computerization of CBFC  
FOR

Films Division Complex  
Phase-I, Building,  
9<sup>th</sup> Floor, 24- Dr. G.  
Deshmukh Marg  
Mumbai-400 026  
Tel No. 022 23510477  
Email: [ceo.cbfc@nic.in](mailto:ceo.cbfc@nic.in)



Central Board of Film Certification

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## Master Services Agreement

**THIS MASTER SERVICE AGREEMENT (“Agreement”)** is made on this the <\*\*\*> day of <\*\*\*> 2021 at Mumbai, India.

BETWEEN

**Central Board of Film Certification** having its office at **9<sup>th</sup> Floor, 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:

1. CBFC is desirous to implement the project of **“TAKEOVER, HOSTING AND MAINTENANCE OF CBFC’s APPLICATION AND WEBSITE, PROVISIONING AND MAINTENANCE OF CLOUD MANAGEMENT SYSTEM, REVAMPING OF WEBSITE, DESIGN, DEVELOPMENT AND MAINTENANCE OF MOBILE APP, PROVIDING DIFFERENT UTILITY TOOLS”**.
2. 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 15.12.2020**.

3. 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 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:

## 1 DEFINITIONS AND INTERPRETATION

### 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 developed as a part of scope of work set out in 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, batch processing time, routine maintenance time) would not be considered;
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. Again for Web Server and other components which enable successful usage of web portals of CBFC the working time should be considered as 24 hours for all the days of the week. It is desired that IT maintenance, other batch processes (like backup) etc. should be planned so that such backend activities have minimum effect on the performance;
8. **Confidential Information:** means all information including CBFC Data (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;
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 department or its nominated agencies 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. Final Acceptance Test shall be conducted on completion of the following:
  - (i) CBFC Data Center operational,
  - (ii) Deployment & operational cloud and networking at requisite locations,
  - (iii) UAT of the overall integrated solution and portal.
14. **Gol means the Government of India;**
15. **Intellectual Property Rights** means all rights in written designs and copyrights, moral rights, rights in databases and Bespoke Software / Pre- existing work including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration);
16. **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;
17. **Network Uptime** refers to network availability between CBFC's Head Quarters to Data center. "%Uptime" means ratio of 'up time' (in minutes) in a month to Total time in the month (in minutes) multiplied by 100;

18. **Parties** means CBFC and Implementation Agency for the purposes of this Agreement and “Party” shall be interpreted accordingly;
19. **Performance Guarantee** Means the guarantee provided by a Nationalized Bank in favour of the Implementation Agency. The amount of Performance Security shall be 10% of the overall cost of the project. This performance security shall be valid till six months after the completion of the project.
20. **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;
21. **Planned network downtime** means the unavailability of the network services due to infrastructure outage maintenance activities such as configuration changes, upgradation or changes to any supporting infrastructure. Prior intimation of such planned outage shall be given and approval sought from the CBFC as applicable and shall be notified at least two working days;
22. **Project** means Pilot, Project Implementation (roll out) and Maintenance in terms of the Agreement;
23. **Project Implementation Phase** shall be from the Effective Date of the Agreement to the date of final acceptance testing & certification
24. **Project Timelines** shall have the same meaning ascribed to in Schedule- IV;
25. **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;
26. **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;

27. **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;
28. **Service Level** means the level of service and other performance criteria which will apply to the Services delivered by the Implementation Agency;
29. **SLA** means the Performance and Maintenance SLA executed as part of this Agreement;
30. **Software** means the software designed, developed / customized, tested and deployed by the Implementation Agency for the purposes of the Project and includes the source code (in case of Bespoke development) along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the third party software products (including the COTS products used for the product), proprietary software components and tools deployed by the Implementation Agency;
31. **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;
32. **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;
33. **Unplanned network outage** 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;

## Interpretation

In this Agreement, unless otherwise specified:

1. references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;
2. use of any gender includes the other genders;
3. references to a '**company**' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
4. 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);
5. 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;
6. any reference to a '**day**' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
7. 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;
8. references to times are to Indian Standard Time;
9. 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.
10. System integrator (SI) or Implementation Agency (IA) has been used for the same entity i.e. bidder selected for the project.

## 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.

#### Ambiguities within Agreement

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

1. 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;
2. 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
3. as between any value written in numerals and that in words, the value in words shall prevail.

#### Priority of documents

This Agreement, including its Schedules and Annexures, 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, Annexures / Schedules or the contents of the RFP, the terms of this Agreement shall prevail over the Annexures / Schedules and Annexures / Schedules shall prevail over the contents and specifications of the RFP.

## 2 SCOPE OF THE PROJECT

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

- (A) Take over of current working system including Application, Website and Infrastructure including changes under development
- (B) Upgradation of existing infrastructure as required, Provisioning and maintenance of the dedicated cloud system for CBFC (Please refer to Section 3 of RFP Vol.I for details)
- (C) Provide Hosting and maintenance facilities for CBFC website and e-Cinepramaan applications system including Mobile app
- (D) Get the Necessary Certifications {current GIGW:STQC valid till April 2021, to renew it and undertake ISO 27001}
- (E) Ensure DR Readiness with equal capacity as that of production environment
- (F) Continue providing of HelpDesk Support (8 a.m. to 8 p.m.)
- (G) Revamping of the bilingual website
- (H) Design, develop and implement the E-Cinepramaan mobile app
- (I) Provide different utility tools like video tutorials, training materials, updated user manuals
- (J) Carry out changes in the workflow and in applications and website, as requested by CBFC from time to time {costing would be worked out as per the details mentioned in the Master Service Agreement (MSA- Vol.II)}

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.

### Scope of work

CBFC has decided to switch-over to cloud for hosting of its web-based application and website. The application must maintain standards of user-friendliness, security and high performance. The existing website is also to be revamped and made more interactive, user friendly, modernized, dynamic, secure and have high performance and should be compatible with mobile phones.

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

1. Takeover of current working system including Application, Website and Infrastructure including changes under development
2. Provisioning and migration onto the private dedicated cloud system
3. Hosting and maintenance services
4. Revamping of website and design, development and maintenance including operation of Mobile app
5. Other activities: Getting ISO 27001 and STQC certifications, helpdesk, providing utility features, etc.

Detailed scope of work for the selected bidder is outlined in volume-I of the RFP document titled “REQUEST FOR PROPOSAL (RFP) FOR “TAKEOVER, HOSTING AND MAINTENANCE OF APPLICATION AND WEBSITE, PROVISIONING AND MAINTENANCE OF CLOUD MANAGEMENT SYSTEM, REVAMPING OF WEBSITE, DESIGN, DEVELOPMENT AND MAINTENANCE OF MOBILE APP, PROVIDING DIFFERENT UTILITY TOOLS” dated 15<sup>th</sup> December, 2020.

### 3 TERM AND DURATION OF THE AGREEMENT

**This Agreement shall come into effect on 1.4.2021 (hereinafter the ‘Effective Date’) and unless terminated earlier, this agreement shall be in force and effect for a period of three (3) 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.

### 4 CONDITIONS PRECEDENT & EFFECTIVE DATE

#### Provisions to take effect upon fulfilment 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

Conditions Precedent of the Implementing Partner

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

as follows:

- (i) to provide a Performance Security/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.

#### 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.

For the avoidance of doubt, it is expressly clarified that the obligations of the Parties except the financial obligations of CBFC or its nominated agencies under this Agreement shall commence from the fulfillment of the Conditions Precedent as set forth above.

#### Extension of time for fulfilment of Conditions Precedent

The Parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the Term of this Agreement.

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.

#### Non-fulfilment of the Implementation Agency's Conditions Precedent

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;

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.

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.

## 5 CHANGE OF CONTROL

- a. 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.
- b. 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).
- c. 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.
- d. Pursuant to termination, the effects of termination as set out in Clause 13.2 of this Agreement shall follow.
- e. 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.

## 6 REPRESENTATIONS AND WARRANTIES

### Representations and warranties of the Implementation Agency

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

- a. 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;
- b. it is a competent provider of a variety of information technology and business process management services;
- c. 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;
- d. from the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- e. in providing the Services, it shall use reasonable endeavours not to cause any unnecessary disruption to CBFC's normal business operations
- f. 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;
- g. 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;
- h. 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;

- i. 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;
- j. 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;
- k. 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;
- l. 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
- m. 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.

#### 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 thereunder 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;

- ix. it has complied with Applicable Laws in all material respects;
- x. 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
- xi. 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.

## 7 OBLIGATIONS OF CBFC OR ITS NOMINATED AGENCIES

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:

- i) To provide any support through personnel to test the system during the Term;
- ii) To provide any support through personnel and/or test data during development, rollout, steady state operation, as well as, for any changes/enhancements in the system whenever required due to scope change that may arise due to business, delivery or statutory/regulatory reasons;
- iii) CBFC shall provide the data (including in electronic form wherever available) to be migrated.
- iv) To authorize the Implementation Agency to interact for implementation of the Project with external entities such as the Data Center, authorized banks, IPR database, National archives etc.

## 8 OBLIGATIONS OF THE IMPLEMENTATION AGENCY

It shall provide to the CBFC or its nominated agencies, the Deliverables as set out in RFP document.

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 to this Agreement.

## 9 APPROVALS AND REQUIRED CONSENTS

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.

The CBFC or its nominated agencies shall use reasonable endeavours 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.

## 10 USE OF ASSETS BY THE IMPLEMENTATION AGENCY

During the Term the Implementation Agency shall:

- A. 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
- B. 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.

- C. 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;
- D. 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;
- E. ensure that the Assets that are under the control of the Implementation Agency, are kept suitably housed and in conformity with Applicable Law;
- F. 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;
- G. 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.

## 11 ACCESS TO CBFC OR ITS NOMINATED AGENCIES LOCATIONS

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:

reasonable access to the location, in the same manner granted to the CBFC or its nominated agencies employees.

reasonable work space, access to office equipment as mutually agreed and other related support services in such location and at such other the CBFC as the case may be location, if any, as may be reasonably necessary for the Implementation Agency to perform its obligations hereunder and under the SLA.

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 use the location, services and equipment referred to in RFP for the following purposes:

for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or  
in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality).

## 12 FINANCIAL MATTERS

### Terms of Payment and Service Credits and Debits

In consideration of the Services and subject to the provisions of this Agreement and of the SLA, the CBFC shall pay the Implementation Agency for the Services rendered in pursuance of this agreement, in accordance with the Terms of Payment Schedule set out as Schedule V of this Agreement.

All payments shall be made to the implementation agency post adjustment of penalties (if any) arising as a result of the failure of the Implementation Agency to meet the Service Level as defined in SLA.

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) other than those covered in Schedule V of this Agreement. 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.

## Invoicing and Settlement

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

The CBFC 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 after receiving due approval from the competent authority. Such invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in Schedule V of this Agreement. The Implementation Agency shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the change relating to such Service is (i) authorized or (ii) incurred, whichever is later.

Payment shall be made within 30 working days of the receipt of invoice along with supporting documents by the CBFC subject to penalties. The penalties may be imposed on the vendor as per the SLA criteria specified in the Schedule II.

The CBFC shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Implementation Agency under Schedule V of this Agreement where the CBFC disputes/withholds such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed / withheld amount shall be settled post resolution of the dispute. Any exercise by the CBFC under this Clause shall not entitle the Implementation Agency to delay or withhold provision of the Services.

## Tax

The CBFC or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the Implementation Agency wherever applicable. The Implementation Agency shall pay for all other taxes in connection with this Agreement, SLA, scope of work and any other engagement required to be undertaken

as a part of this Agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties.

The CBFC or its nominated agencies shall provide Implementation Agency with the original tax receipt of any withholding taxes paid by CBFC or its nominated agencies on payments under this Agreement. The Implementation Agency agrees to reimburse and hold the CBFC or its nominated agencies harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among the CBFC or its nominated agencies and the Implementation Agency.

If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which increase or decreases the cost incurred by the IA in performing the Services, then all such taxes, duties and other charges while executing the task should be borne by the IA.

The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the Parties shall provide each other with the following:

- a) any resale certificates;
- b) any relevant information regarding out-of-state or use of materials, equipment or services; and
- c) any direct pay permits, exemption certificates or information reasonably requested by the other Party.

## 13 TERMINATION

### 13.1 Material Breach

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:

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. Further, the CBFC may after affording a reasonable opportunity to the Implementation Agency to explain the circumstances leading to such a breach.

If there is a Material Breach by the CBFC or its nominated agencies which results in not providing support for effecting data migration or not providing the certification of User Acceptance, and / or failing to make payment of undisputed amount within 30 from date of submission of invoice, 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

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.

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.

### 13.2 Effects of termination

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.

Upon termination of this Agreement, the Parties will comply with the Exit Management clause as specified in this Agreement.

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.

CBFC agrees to pay Implementation Agency for

- i) all charges for the services Implementation Agency provides and any Deliverables and/or system (or part thereof) Implementation Agency delivers through termination, and
- ii) reimbursable expenses that the Implementation Agency incurs through termination. If CBFC terminates without cause, then CBFC also agrees to pay any applicable adjustment expenses Implementation Agency incurs as a result of such termination (which Implementation Agency will take reasonable steps to mitigate).

### 13.3 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 reporting an apprehension of bankruptcy to the CBFC or its nominated agencies.

The contract period shall be for 3 (three) years from 1<sup>st</sup> April 2021. 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:

- (i) A detailed program of the transfer 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 process or until the cessation of the Services and of the management structure during the transfer;
- (ii) 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;
- (iii) Plans for provision of contingent support to the Project and Replacement Vendor for a reasonable period after the transfer

## 15 INDEMNIFICATION & LIMITATION OF LIABILITY

15.1 Subject to Clause 15.2 below, Implementation Agency (the "Indemnifying Party") undertakes to indemnify CBFC (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third 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. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by

- a) Indemnified Party's misuse or modification of the Service;
- b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
- c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;
- d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or
- e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it.

If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either

- (i) procure the right for Indemnified Party to continue using it,
- (ii) replace it with a non-infringing equivalent,
- (iii) modify it to make it non-infringing.

15.2 The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

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

- i. 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;
- ii. 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;
- iii. 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;
- iv. 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;
- v. all settlements of claims subject to indemnification under this Clause will:
- vi. 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
- vii. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- viii. 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;

- ix. 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;
- x. 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
- xi. 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).

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. 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.

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.

## 16 FORCE MAJEURE

### Definition 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').

## Force Majeure events

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:

### *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;
- 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.

### *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 Implementing Partner;
- G. unlawful or unauthorised 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.

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 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 therefrom (wherever applicable).

#### 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.

#### Allocation of costs arising out of Force Majeure

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.

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:

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.

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 Implementing Partner and to the extent Force Majeure costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by CBFC to the Implementing Partner (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 Implementing Partner.

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.

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.

#### 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.

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. All Proprietary Information, documentation and correspondence exchanged between CBFC and Implementation Agency in relation to the Project and the 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.
- f. 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.

- g. Information that is in the public domain shall not be considered as confidential information under this Agreement.

## 18 INTELLECTUAL PROPERTY RIGHTS

### Content

Under all circumstances, the Intellectual Property Rights of contents on the e-cinepramaan application, website and mobile app shall lie with CBFC.

### 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.

### Bespoke development

Subject to the provisions of Clause 18.3 and 18.4 below, upon payment, the IPR rights for any bespoke development done during the implementation of the project will lie with CBFC. Implementation Agency shall be entitled to a broad license back in the bespoke development for its internal usage and other e-governance projects.

### Pre-existing work

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

license to use, reproduce and modify 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, perpetual, fully paid-up 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.

#### 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.

## 19 WARRANTY

**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.

#### 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 Implementing 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 Implementing 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 Implementing Agency;
- (iii) the deliverables having been tampered with, altered or modified by CBFC without the written permission of the Implementing Agency, or (iv) use of the deliverables otherwise than in terms of the relevant documentation.

## 20 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, 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. No.	Delay in days	Penalty in terms of total project cost
1.	30 days	1%
2.	45 days	2%
3.	60 days	5%
4.	Beyond 61 days	10%

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.

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.

## 21 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.

## 22 ARBITRATION AND LEGAL JURISDICTION

- a. 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.
- b. 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 mutually agreed arbitrator appointed by the CBFC. The Arbitration and Conciliation Act, 1996 (Central Act 26 of 1996) shall apply to such arbitration proceedings.
- c. 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 direct the same to be taxed as between

Solicitor and Client, 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.

- d. 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.

## 23 MISCELLANEOUS

### 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 that the CBFC and Implementation Agency identify any personnel

of Implementation Agency as “Key Personnel”, then the Implementation Agency shall not remove such personnel from the Project without the prior written consent of 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.

#### Assignment

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.

Subject to Clause 5, the Implementation Agency shall not be permitted to assign its rights and obligations under this Agreement to any third party.

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.

#### 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.

#### Notices

- a. 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.
- b. 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.
- c. 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) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).
- d. Either Party to this Agreement may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

#### Variations and Further Assurance

No amendment, variation or other change to this Agreement shall be valid unless authorised 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 authorised 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.

#### Severability and Waiver

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.

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.

#### 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 as an information technology service provider) 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.

#### 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.

#### 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.

#### 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.

#### 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 <Date> 2021

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  
of

Central Board of Film Certification (CBFC),  
Government of India (GOI).

SIGNED for and on behalf

Implementation Agency  
(IA)

By Shri

By Shri

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Name:

Name:

Place:

Place:

Date:

Date

## SCHEDULES

### SCHEDULE – I – RFP Document

RFP for “**TAKEOVER, HOSTING AND MAINTENANCE OF APPLICATION AND WEBSITE, PROVISIONING AND MAINTENANCE OF CLOUD MANAGEMENT SYSTEM, REVAMPING OF WEBSITE, DESIGN, DEVELOPMENT AND MAINTENANCE OF MOBILE APP, PROVIDING DIFFERENT UTILITY TOOLS**”

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

## SCHEDULE II: TECHNICAL SLAs

### Technical Service Level agreement for Film Certification Application

S. No	SLA Parameter	Remarks	Penalty
1			
	<b>Availability of Application &amp; Platform</b>	<p>1 Availability will be measured on quarterly basis.</p> <p>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”.</p> <p>3 Planned downtime will not be classified as unavailability.</p> <p>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</p>	5% of the Quarterly bill value

		<p>during weekends or holidays preferably after EoD. However duration of the maximum allowable planned downtime time will be reviewed on yearly basis.</p>	
	5	<p>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.</p>	
	6	<p>Implementing 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	<p>Implementing 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 8 am to 11 pm excluding planned down time will not exceed 81 hours in a quarter.</p>	
	8	<p>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>	

	<b>Reliability of Application and Platform</b>	<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 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.</p>	<p><b>“Critical”</b>: Sum equivalent to 0.1% of the bill value for that respective quarter’s bill for every thirty (30) minutes of delay over and above the given threshold limit for each of such incidents</p> <p><b>“High”</b>: Sum equivalent to 0.1% of the bill value for that respective quarter’s bill for every sixty (60) minutes of</p>
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		<p>5 While MTTR measurements shall come in force from the commencement of operations the penalty provisions relating to Reliability shall come into force only after 3 months of operations, i.e. after the first quarter of operation, Implementation Agency will be bound to demonstrate adequate performance for lower volumes also, failing which penalty can be applied by CBFC.</p>	<p>delay over and above the given threshold limit for each of such incidents; and</p> <p><b>“Medium”</b>: Sum equivalent to 0.1% of the bill value for that respective quarter’s bill</p>
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		6 Following service levels will be applicable to the selected bidder for handholding and maintenance support:				for every one hundred and twenty (120) minutes of delay over and above the given threshold limit for each of such incidents.	
		Type of Service	Metric	Measure	Threshold		Expected Action / Remarks
		As per Problem Report (PR)	Delivery	Initial Response	Critical		1 Hour
High	4 Hour						
Medium	8 Hour						
Low	10 Hour						
As per Problem	Delivery	Complete Analysis / Resolution	Critical	4 Hour	Detail analysis of Problem Report and provide, root cause, potential risk / impact, effort		

		Report (PR)			High	1 Working Day	estimate for resolution and closing of the problem	
					Medium	7 Working Days		
					Low	10 Working Days		

## Technical Service Level Agreement for CBFC Website

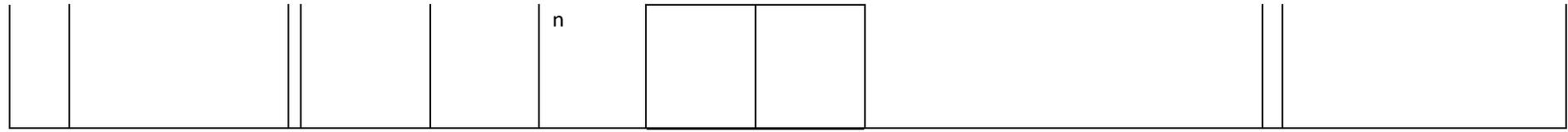
S. No	SLA Parameter	Remarks	Penalty
1			
	<b>Availability of Application &amp; Platform</b>	<p>1 Availability will be measured on quarterly basis.</p> <p>2 Wherever redundancy is provided, the system will be considered as unavailable if failover is unsuccessful or system including redundancy fails. However, if the service is restored through an alternate means/workaround the service will be treated as “available”.</p> <p>3 Planned downtime will not be classified as unavailability.</p> <p>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.</p>	5% of the Quarterly bill value

		<p>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.</p> <p>6 Implementing Agency will ensure CBFC website availability of 97% between 8 am to 11 pm for all the functionalities. That is unavailability of the CBFC Website between 8 am to 11 pm excluding planned down time will not exceed 40 hours in a quarter.</p> <p>7 Implementing Agency will ensure all CBFC website availability of 90% between 11 pm to 8 am for all the functionalities. That is unavailability of any of the website functionality individually between 8 am to 11 pm excluding planned down time will not exceed 81 hours in a quarter.</p> <p>8 Application platform will ensure 90% availability on rest of the functionality (i.e. other than listed in 6 above between 8.00 am to 11.00 pm.</p> <p>9 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>	
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	<b>Reliability of Application and Platform</b>	<p>1 Wherever redundancy is provided, CBFC website 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 CBFC website 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 would 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 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.</p> <p>5 While MTTR measurements shall come in force from the commencement of operations the penalty provisions relating to Reliability shall come into force only after 3 months of operations, i.e. after the first quarter of operation, Implementation Agency will be bound to demonstrate adequate performance for lower volumes also, failing which penalty can be applied by CBFC.</p>	<p><b>“Critical”</b>: Sum equivalent to 0.1% of the bill value for that respective quarter’s bill for every thirty (30) minutes of delay over and above the given threshold limit for each of such incidents</p> <p><b>“High”</b>: Sum equivalent to 0.1% of the bill value for that respective quarter’s bill for every sixty (60) minutes of delay over and above the given threshold limit for each of such incidents; and</p> <p><b>“Medium”</b>: Sum equivalent to 0.1% of</p>
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		<p>6 Following service levels will be applicable to the selected bidder for handholding and maintenance support:</p>	<p>for every one hundred and twenty (120) minutes of delay over and above the given threshold limit for each of such incidents.</p>		
Type of Service	Metric	Measure	Threshold		Expected Action / Remarks
As per Problem Report (PR)	Delivery	Initial Response	Critical	1 Hour	<ul style="list-style-type: none"> <li>Initial review for Category, Priority and whether the PR has sufficient information to understand the problem</li> <li>Assignment to respective individual for analysis</li> <li>Respond to initiator informing of assignment for further analysis</li> </ul>
			High	4 Hour	
			Medium	8 Hour	
			Low	10 Hour	
As per Problem Report (PR)	Delivery	Complete Analysis / Resolutio	Critical	4 Hour	<p>Detail analysis of Problem Report and provide, root cause, potential risk / impact, effort estimate for resolution and closing of the problem</p>
			High	1 Working Day	



					Medium	7 Working Days		
					Low	10 Working Days		

## SCHEDULE – III – CHANGE CONTROL SCHEDULE

### CHANGE CONTROL PROCEDURE

Implementing 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 Implementing Agency to ensure that all changes are discussed and managed in a constructive manner.

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 Implementing Agency, addition of new SLAs and changes to the terms of payment as stated in the Terms of Payment.

### Change Control Note (“CCN”)

- a. 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
- b. 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 services required and as detailed in RFP documents.
- c. Change requests and CCNs will be reported monthly to CBFC who will prioritize and review progress. Implementing Agency shall be obliged to implement any proposed changes once approval in accordance of Part B: CCN (Evaluation and Finalization) provided in this schedule with effect from the date agreed for implementation.
- d. The charges for such a change will be decided on the basis of efforts calculated (in person months) by Implementing Agency, and agreed upon by CBFC and these will be a part of the Change Control Notice (Evaluation and Finalization). The charges per person month and per person days (excluding Taxes) shall be fixed as mutually agreed upon by CBFC and Selected Bidder before the signing of Contract. The payment for such changes will be as per the Terms of Payment to be decided by CBFC and Implementing 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 Finalisation)**

<p><b>Reference CCN Number:</b></p> <p><b>Date on which change request initiated: Party</b></p> <p><b>Proposed :</b></p> <p><b>Title:</b></p> <p><b>Date:</b></p>	
<p><b>Brief Description of Solution/Procedure for implementation of change)</b></p>	
<p><b>Impact:</b></p> <p><b>a) Operational Impact</b></p> <p><b>b) Systems Impact</b></p>	
<p><b>Deliverables:</b></p> <p>( to be provided by the party implementing the change)</p>	
<p><b>Charges for the proposed change</b>                  @ Rs ...../- Per person month                  @ Rs ...../- Per person day</p> <p><b>a) One-Time Cost</b></p> <p><b>b) Recurring Cost</b></p>	

**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 Implementing Agency** ( as an acceptance of the change initiator/Implementer)

**Signature of CBFC** ( as an acceptance of the change initiator/Implementer)

**SCHEDULE – IV – IMPLEMENTATION TIMELINES****THE SCHEDULE FOR COMPLETION OF PROJECT**

<b>Sr. No</b>	<b>Activities</b>	<b>Timeline</b>
1	Complete Takeover of the existing System Implementation, without affecting the existing operations	31 <sup>st</sup> March 2021
2	The design and development of mobile app, revamping of bilingual website, upgradation of online Applications system (hardware and software), provisioning of dedicated private cloud and migration thereon, additional features with required utilities	31 <sup>st</sup> August 2021
3	Completion of GIGW/STQC and ISO 27001 Certifications	31 <sup>st</sup> December 2021
4	Implementation, hosting and maintenance of existing online application system with upgradations, CBFC website, mobile app and the hardware (existing as well as enhanced/upgraded parts), DR management and maintenance including network connectivity, continuation of helpdesk support	Till 31 <sup>st</sup> March 2024 or for three years from the date of signing of contract, whichever is later

The project schedules for the development and implementation of mobile application and revamping of the website are as follows:

#### Implementation timelines for the development of mobile application

S. No.	Activities	Time for Completion <sup>1</sup>
1)	Signing of Contract with successful bidder	Date of Start (T)
2)	System Requirements Specification (SRS) Report, including: <ul style="list-style-type: none"> <li>▪ Use Cases</li> <li>▪ System Analysis and Design</li> </ul>	T + 8 Weeks
3)	Solution Architecture and Design, including: <ul style="list-style-type: none"> <li>▪ Logical &amp; Functional Architecture including the application modules</li> </ul>	T + 10 weeks
4)	Deployment of hardware/software at data center and acceptance testing.	T + 12 Weeks
5)	Development of IT Application and Data integration	T + 15 Weeks
6)	User Acceptance Testing & Training to key staff	T + 17Weeks
7)	Completion of Security Audit of Mobile App	T + 18 Weeks
10)	Mobile app ready for “Go-Live”	T + 20 Weeks

<sup>1</sup> Timeline changes amongst activities can be discussed with the successful bidder within the project completion period of 20 weeks

## Implementation timelines for the development of revamped CBFC website

S. No.	Activities	Time for Completion <sup>2</sup>
1)	Signing of Contract with successful bidder	Date of Start (T)
2)	Detailed Requirement gathering and analysis (including Study and analysis of existing and Similar websites and include best practices in draft designs, Carry out a System Study to prepare the SRS, including Detailed High level and Low level application designs, Information Integration and Consolidation and submission of SRS document	T + 4 Weeks
3)	Client Sign-off for Requirement Analysis, Preparation of Content Structure/ Information Architecture for the website, development of appropriate screen layouts and templates for the user feedback, Approval of prototype (design interface) developed, Coordination and collection of required content from CBFC (Design should comply on	T + 8 weeks

S. No.	Activities	Time for Completion <sup>2</sup>
	all parameters with guidelines issued by Government of India for websites)	
4)	Approval on the content gathered from CBFC	T + 12 Weeks
5)	Design & Development of the website including GIGW Audit	T + 20 Weeks
6)	User Acceptance Testing	T + 21 Weeks
7)	Completion of Security Audit	T + 22 Weeks
8)	Training to Admin/ Users	T + 23 Weeks
9)	Revamped Website Hosting at DC and Go-Live	T + 24 Weeks

<sup>2</sup> Timeline changes amongst activities can be discussed with the successful bidder within the project completion period of 24 weeks.

If there are any changes to the signed off SRS, the implementation schedule may have to be revised. Also data migration strategy as well as procedure will have to be signed off by CBFC before starting the data migration.

The aforesaid schedule can be accomplished, subject to the following also being completed as per the defined schedule

1. Requirement Specification Sign off by CBFC
2. Availability of required resources for Data migration study
3. UAT testing and System Acceptance by CBFC
4. Availability of relevant key staff from CBFC, Producers/Agents for training

## SCHEDULE V - PAYMENTS SCHEDULE

The payment schedules during the implementation of this project are as follows:

**(A) 40% of the total investment will be earmarked for the design, development and operationalization of mobile app, upgrading of application systems operationalization revamping of bilingual website, provisioning of dedicated private cloud management system and migration thereon, renewal of STQC certification and undertaking ISO 27001 certification. Target for each of these activities ( except for STQC and ISO 27001 certification ) is set out as 31<sup>st</sup> August 2021. Target of obtaining STQC and ISO 27001 certification is 31<sup>st</sup> March 2022. This will be paid in the following manner:**

*10% of total project cost agreed upon will be paid on successful operationalization of mobile app (both android and iOS versions).*

*10% would paid on successful operationalization of revamped bilingual website, and upgraded features of Applications, and provisioning of other utilities like video tutorials, updated manuals, etc.*

*15% would be paid upon successful migration and hosting upon the cloud system.*

*While 5 % would be paid on obtaining of both STQC and ISO 27001 certifications.*

**(B) Balance payment of 60% will be paid out in equal parts on quarterly basis over the 3 (three) years period subject to any deduction in penalty, as applicable. This effectively means 5 % of project cost would be paid after completion of every quarter, over these three years.**

If the Implementation Agency misses deadlines for tasks mentioned in (A) above, CBFC shall have right to withhold the further payments in (B) till these tasks in (A) are completed by the Agency.

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

**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 2016, 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 Implementing Agency towards the Design, Development and Maintenance for 2nd Phase of Computerization of CBFC 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 bid or 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 forbearing 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 forbearing 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 pass on 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 dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### 4. *Previous Transgression*

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.

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.

- 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 sub systems 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)*

The BUYER shall appoint Independent External Monitors (IEMs) for this Pact in consultation with the Central Vigilance Commission, if required.

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.

The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.

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.

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.

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.

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.

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  
of

Central Board of Film Certification (CBFC),  
Government of India (GOI).

SIGNED for and on behalf

Implementation Agency  
(IA)

By Shri

By Shri

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Witness 1 \_\_\_\_\_

Witness 1 \_\_\_\_\_

Name:

Name:

Witness 2 \_\_\_\_\_

Witness 2 \_\_\_\_\_

Name:

Name:

Place:

Place:

Date: