



Broadcast Engineering Consultants India Limited

(A Government of India Enterprises–Under ministry of Information and Broadcasting)

Expression of Interest cum Request for Proposal

(EOI cum RFP)

(Invited through e-Tendering mode only)

For

Selection of an Agency

For

Providing strategic and implementation management consulting services of Transaction Advisor(s) and/or Legal Advisor to assist the Ministry of Information and Broadcasting in the process of Merger of Film Media Units with NFDC.

Tender No. BECIL/MoIB/FMU/Merger/2021/01

Date: 21.08.2021

DISCLAIMER

The information contained in this Expression of Interest (EoI) cum Request for Proposal (RFP) document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the BECIL/ Ministry of Information and Broadcasting (MoIB) or any of its employees or advisors, is provided to Applicants on the terms and conditions set out in this EoI cum RFP and such other terms and conditions subject to which such information is provided.

No contractual obligation whatsoever shall arise from the tender process unless and until a formal Work Order is issued by BECIL to the bidder concerned.

This tender is being issued with no financial commitment and BECIL/ MoIB reserves the right to withdraw the EoI cum RFP and change or vary any part thereof or foreclose the same at any stage, without assigning any reasons.

This tender is not an agreement or an offer by BECIL/ MoIB to the prospective applicants or any other person. The purpose of this tender is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this EoI cum RFP. This EoI cum RFP includes statements, which reflect various assumptions and assessments arrived at by the Ministry of Information and Broadcasting (MoIB) in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This EoI cum RFP may not be appropriate for all persons, and it is not possible for BECIL/ MoIB, its employees, or advisors to consider the objectives, technical expertise and particular needs of each party who reads or uses this EoI cum RFP. The assumptions, assessments,

statements and information contained in this tender, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this EoI cum RFP and obtain independent advice from appropriate sources.

Information provided in this EoI cum RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BECIL/ MoIB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

BECIL/ MoIB, its employees and advisors make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost, or expense which may arise from or be incurred or suffered on account of anything contained in this tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the EoI cum RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this EoI cum RFP or arising in any way in this Selection Process.

BECIL/ MoIB also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this tender.

BECIL/ MoIB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender.

The issue of this EoI cum RFP does not imply that BECIL/ MoIB is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and BECIL/ MoIB reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BECIL/ MoIB or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and BECIL/ MOIB shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

DEFINITIONS

“EOI” means Expression of Interest

“RFP” means Request for Proposal

“MoIB” means Ministry of Information and Broadcasting

“BECIL” means Broadcast Engineering Consultants India Limited

“FD” means Film Division

“NFAI” means National Film Archive of India

“DFF” means Directorate of Film Festivals

“CFSI” means Children Film Society of India (*An autonomous organization registered under the Societies Act, 1960*)

“NFDC” means National Film Development Corporation (*A Public Sector Undertaking registered under the Companies Act, 1956*)

“MoAA” means Memorandum and Articles of Association

“CPSU” means Central Public Sector Undertaking

“IFFI” means International Film Festival of India

“PSA” means Public Service Awareness

“EMD” means Earnest Money Deposit

“PBG” means Performance Bank Guarantee

“LOI” means Letter of Intent

“Agency or Applicant or Bidder” means an eligible entity for providing strategic and implementation management consulting services of Transaction Advisor(s) and/or Legal Advisor

“Tender/ Tender Document” means EoI cum RfP document prepared for selection of agency

1.1 ADVERTISEMENT FOR EOI cum RFP (Expression of Interest cum Request for Proposal)

The advertisement for selection of an Agency for providing strategic and implementation management consulting services of Transaction Advisor(s) and/or Legal Advisor to assist the Ministry of Information and Broadcasting in the process of the merger of four Film Media Units, namely Films Division, Directorate of Film Festivals (DFF), National Film Archive of India (NFAI) and Children's Film Society, India (CFSI) with the National Film Development Corporation (NFDC) Ltd. by expanding the Memorandum of Articles of Association (MoAA) of NFDC, which will then carry out all the activities hitherto performed by them and to all consequential action/actions required to be taken, including closure of DFF, Films Division, NFAI and CFSI has been published on e-tendering portal of BECIL at <https://becil.euniwizarde.com>, Central Public Procurement Portal (CPPP) at www.eprocure.gov.in and in newspaper(s). The advertisement has also been published on the website of the Ministry of Information and Broadcasting and BECIL.

1.2 INVITATION FOR EOI cum RFP

BECIL invites **EOI cum RFP** from reputed India based Consulting Agencies (i.e. having registered office in India, hereafter referred as 'Agency(ies)') to provide management consulting services covering topics like the Transfer of Assets including land, buildings and soft assets like ownership of films, copyrights, collection of films etc., Amendment of MoAA of NFDC, Human

Resources Management, Legal Services during the entire process of merger, Organization Restructuring of NFDC and other related implementation issues with respect to transition management, financing, legal aspects etc., to assist the MoIB in the merger of four Film Media Units namely, Films Division, CFSI, NFAI and DFF with NFDC. The project information and the broad scope of work are detailed below in **section 1.3 & 1.4**. It may be noted that this information is indicative only.

1.3 INTRODUCTION TO THE PROJECT

1.3.1 The Government of India has approved the proposal of Ministry of Information and Broadcasting for merger of FD, NFAI, CFSI and DFF with NDFC by expanding the MoAA of NFDC, which will then carry out all the activities performed by them and to all consequential actions required to be taken, including the closure of DFF, FD, NFAI and CFSI.

1.3.2 It has been decided to appoint an Agency who will provide a dedicated team of resources with expertise in Administrative matters, Legal matters, Finance, Company Law and Film & Media Domain, for providing strategic and implementation management consulting services of Transaction Advisor(s) and/or Legal Advisor across topics like long term strategy and vision, organizational vision, transfer of assets and implementation support for topics relating to transition management, financing and legal and to assist the Ministry of Information and Broadcasting in the process of inter-departmental merger.

1.3.3 Background: The Bimal Julka Committee's Report, 2020, recommended creation of an umbrella organization to carry out the activities performed by the five Film Media Units, viz. FD, DFF, CFSI, NFDC and NFAI and creation of separate verticals, for production, promotion, and preservation of filmic content.

Principal Economic Advisor, recommended the merger of FD, CFSI, DFF, NFAI and NFDC to avoid duplication of activities and ensure an efficient functioning. He also recommended creation of three verticals, for film production, organization of film festivals and preservation of film heritage.

Based on the aforementioned recommendations, the MoIB decided to merge the said four film media units with NFDC, a PSU registered under the Company's Act, 1956.

NFDC, a CPSU under the Ministry of Information and Broadcasting, was incorporated in the year 1975, with the primary objective of planning and promoting an organized, efficient, and integrated development of the Indian film industry. Headquartered at Mumbai, NFDC has three Regional Offices and one Branch Office. The Office wise details of the NFDC are placed at Annexure-I.

NFDC is tasked with projecting India's Soft Power throughout India and to the world and its major activities include film production, development of media content for Government advertisement, Film Facilitation Offices to promote and facilitate film shootings by foreign film makers in India and organization of the Film Bazaar as part of IFFI.

It looks to develop talent and facilitate the growth of Indian cinema in all languages through productions and co-productions, script development and organizing need-based workshops, promotion of Indian culture through cinema in India and abroad and building a lean and flexible organization responsive to the needs of the Indian film industry.

CFSI, an Autonomous Organization, was founded in 1955 under the Societies Act to provide children and young people value based entertainment through the medium of films. Their major activities include production and exhibition of Children's Films and organization of International and National Children's Film Festival of India. Headquartered at Mumbai, CFSI has two Regional Offices and one Festival Office. The Office wise details of the CFSI are placed at Annexure-I.

FD, a subordinate office of the MoIB, was established in 1948 to produce documentaries and news magazines for publicity of Government programmes and cinematic record of Indian history. It has actively worked in encouraging and promoting a culture of documentary filmmaking in India that respects Individual vision and social commitment. In its archives, the Films Division of India holds more than 8000 titles including priceless INRs (Indian News Review), documentaries, short films and animation films.

The other activities of Films Division include Production of Documentaries, Short Films, Public Service Awareness (PSA) films, animation films etc., Release of PSA short films in cinema houses throughout the country

through the theatrical circuit of Films Division and propagation of the films through other channels and supplying films to Directorate of Field Publicity, National Television (Doordarshan), the mobile units of State Governments, Field Units of the Department of Family Welfare, educational institutions and voluntary organizations. Films Division is also entrusted with the task of Organizing the Mumbai International Film Festival (MIFF) for documentary, short and animation films biennially including organizing film festivals all over the country, screening documentaries produced by Films Division on a wide range of themes and topics. Headquartered in Mumbai, they have 11 Branch Offices and Production Centres across India. The Office wise details of the FD are placed at Annexure-I.

NFAI, a subordinate office of the MoIB, was established in 1964, with the primary objective of acquiring and preserving Indian cinematic heritage. It includes preservation of film and non-film material including but not limited to celluloid, stills, glass slides, posters, lobby cards, scripts, and song booklets etc. Their objectives include undertaking and encouraging research on Indian cinema, act as a center for the dissemination of film culture in the country, promote Indian cinema across the globe, promotion of film scholarship and research, and implement the National Film Heritage Mission, a Central Sector Scheme, to restore, digitize and archive films and filmic material. Headquartered in Pune, they have got four offices across India. The Office wise details of NFAI are placed at Annexure-I.

DFP, an attached office of MoIB, was set up in 1973 to promote Indian films and cultural exchange. They organize events such as the National Film Awards and the Dadasaheb Phalke Award, the International Film Festival of

India (IFFI), participate in National and International Film Festivals under the Cultural Exchange Programme and collection, preservation and documentation of prints of Indian Panorama films for non-commercial screening. They are tasked with maintenance and upgradation of the Siri Fort Auditorium in New Delhi and are headquartered at New Delhi. The office details of DFF are placed at Annexure-I.

The five organizations have a Sanctioned Strength of 863 and an in-position strength of 586 (approx).

The website of NFDC is <https://www.nfdcindia.com/>, NFAI's website can be reached at <https://www.nfai.gov.in/>, DFF's website is <https://dff.nic.in/>, CFSI's website is <https://www.cfsindia.org/> and FD's website can be accessed at <https://filmsdivision.org/>.

1.3.4 Goals of the newly formed NFDC post the merger:

The merger activity, among FD, NFAI, CFSI and DFF and NFDC would target unleashing of a new chapter of growth in Film Production, Film Exhibition and Film Heritage in India and abroad. The following goals are proposed for the entity in this regard:

- An efficient utilization of resources, such as manpower, technology and infrastructure, while targeting a significant reduction in overall expenditure to implement various schemes;
- Avoiding duplication of work by the five Media Units in the existing structure and improve operational and decision-making efficiency;

- Give greater economies of scale and bring about efficient management practices while bringing in efficient management practices;
- Make strategic interventions to retain the government's competitive edge in the industry and enhance India's soft power globally;
- Create a balanced growth in the sector, support diverse Indian content and stories;
- Develop an ecosystem for ease of doing business in the sector, for filmmakers;
- More efficient participation of private bodies in a Public Sector Enterprise (NFDC), and the resolution of governance issues will lead to minimum Government.
- Generate greater revenues by organizing national and international film festivals such as, IFFI, MIFF and ICFFI, among others, in a professional manner, by attracting sponsors and increasing Film Market Events, in line with other International Film Festivals.
- Possible revenue generation through corporatized utilization of Film Auditoriums at Sirifort and Mahadev Road.
- Generating revenue through the National Museum of Indian Cinema (NMIC) by making it a destination for India Cinema lovers across the country.
- Monetization of Resources and various Activities so that overall internal revenue generation of NFDC is enhanced with a view to make NFDC a self-sustaining, self-reliant and profit making PSU for the GoI.

1.3.5. Geographical coverage of the Project: Currently, offices of FD, CFSI, DFF and NFAI are spread across nine states of India, including Maharashtra, Karnataka, West Bengal, Kerala, Delhi, Maharashtra, Tamil Nadu, Telangana, and Andhra Pradesh. On another hand, NFDC's offices are currently in Maharashtra, West Bengal, Delhi, Tamil Nadu and Kerala.

1.3.6 Availability of the funding for the Project: The project will be funded by the MoIB.

1.3.7 Timelines for the Project: The selected Agency shall commence work within a week of signing of the contract and shall complete the assignment within a period of **1 year** with all the deliverables during the time, as mentioned in **Section 1.4**.

1.4 SCOPE OF WORK

ASSET MANAGEMENT:

- Assessment and Valuation of Assets, including land, buildings, Plant & Machinery, civil infrastructure, licenses and intellectual property etc., along with the liabilities and lease details of assets, if any, and implication for future holding/transfer of FD, CFSI, NFAI and DFF; methodology adopted for valuation.
- Facilitate in various Modalities involved in Transfer of Assets (both tangible and intangible) which are currently owned by the Four Film Media Units and their Liabilities to NFDC including draft definitive agreements including but not limited to the transaction documents to be entered into between NFDC and each of the Film Media Units.

- Advise on all statutory and regulatory compliance, stamp duty and taxes involved in the implementation of the Proposed Plan of Action and other aspects similar to transactions of this nature.
- To obtain necessary permissions and approvals required from relevant competent authorities and thereafter their approved orders for subsequent filing with ROC and other statutory Authorities.
- Treatment and/or handling of land assets of the four media units to be merged, viz., FD, NFAI, CFSI and DFF, and decide what to do about the surplus land, if any.

HUMAN RESOURCE MANAGEMENT:

- Assist MoIB in Human Resource Management of Four Film Media Units consequent to their merger with NFDC as per Terms of Employment of their respective employees.

POST MERGER STRUCTURE OF NFDC:

- Work in close interaction with the Ministry of Information and Broadcasting (MoIB) to produce a comprehensive report for the merger of FD, DFF, NFAI and CFSI with NFDC. It would enable the MoIB to determine the best-suited model for NFDC post the merger, considering the existing financial, legal, operational, and economic scenario.
- Propose organization structure for NFDC including the hierarchy of posts so that NFDC can perform all the activities performed by four Film Media Units under three verticals viz. Film Production, Organization of Film Festivals and Preservation of Film Heritage.

- Revise MoAA of NFDC based on its revised mandate, organizational structure and new assets after merger of four film media units with NFDC.
- Advise on Rationalization of existing manpower of NFDC to achieve efficient utilization of Human Resources and infrastructure post-merger.
- Advise on overall financing strategies and draw a roadmap for the optimum utilization of budget in line with the vision, goals, and the operating model of NFDC, post the merger.

LEGAL MATTERS:

- Reviewing and advising on all legal contracts, including but not limiting to employee contracts, infrastructural contracts, intellectual property related contracts, etc., post the merger between FD, NFAI, CFSI and DFF, with NFDC.
- Identify changes that need to be made to the existing statutes of governing of the newly formed NFDC, to ensure an optimum performance, post the merger with FD, NFAI, CFSI and DFF.
- Listing of litigations involving the five Media Units, viz. NDFC, FD, NFAI, CFSI and DFF, and advice on the transition of such cases to the new entity, the newly formed NFDC, post the merger.
- Notify the MoIB about the rules and regulations that need to be amended consequent to the merger of FD, NFAI, CFSI and DFF with the NFDC.

OTHER EXPECTATIONS:-

- Define roadmaps for every step of the merger process, and a long-term roadmap outlining the activities and responsibilities of the NFDC, post the merger with FD, NFAI, CFSI and DFF.
- Keep all documents and records of discussions, related to the merger process of FD, NFAI, CFSI and DFF, with the NFDC, and provide a copy of the same, both hard and soft, duly indexed, page numbered to the NFDC/ MoIB, as and when sought.
- Support the delivery of due diligence agreements, in terms of legal, tax-based, operational, commercial, intellectual property, and information technology related aspects, for the merger activity of FD, NFAI, CFSI and DFF, with the NFDC.
- Consultations with stakeholders including representatives from Film Industry in shaping the new role of NFDC post-merger.

1.4.1 The Scope of Work mentioned above is indicative and non-restrictive in nature. Other relevant services related to the merger process, of FD, NFAI, CFSI and DFF, with the NFDC, not expressly captured in the aforesaid scope of work, which upon being brought to the notice of the selected Agency by the MoIB, will also form an integral and a mandatory part of the Scope of Work.

1.4.2 Deliverables, Time Frame and Payment Schedule

The selected Agency shall commence work within a week of signing the contract/ issue of the work order and shall complete the assignment within a period of 12

months. The following table lists the deliverables, their respective time frame and payment schedule:

Sr No.	Deliverables	Time Frame (from the date of signing of the contract/ work order)	Payment Schedule
1	Inception Report: Covering methodology and work plan <ul style="list-style-type: none"> <li data-bbox="316 875 962 981">i. Methodology and approach to be adopted for the study. <li data-bbox="316 1070 962 1176">ii. Detailed plan of work, with timelines for key milestones. <li data-bbox="316 1265 962 1370">iii. Stakeholder engagement and alignment roadmap. 	3 rd week	5%
2	Preliminary feasibility & organizational strategy report and Baseline & benchmarking report <ul style="list-style-type: none"> <li data-bbox="316 1727 962 1832">i. Baseline of issues to be addressed as part of the merger. <li data-bbox="316 1921 962 1966">ii. Benchmarking of best-in-class 	12 th week	15%

	<p>merger structures in any where multiple departments of the same organization are merged into a CPSU of the same organization.</p> <p>iii. Draw up the plan of action for merging FD, NFAI, CFSI and DFF with NFDC.</p> <p>iv. Determine the preliminary organizational structure, with focus on structure and powers to the Board of Directors/ management hierarchy.</p> <p>v. Action Plan for Human Resource Management of four Film Media Units to be merged with NFDC.</p>		
3	<p>Interim report on the merger to the NFDC covering aspects related to</p> <p>i. Assets and Liabilities Valuation</p> <p>ii. Financial structure of the newly formed NFDC, post the merger, with focus on capital structure, transfer of assets, liabilities and taxation involved in the process.</p>	20 th week	20%

	<ul style="list-style-type: none"> iii. Legal matters, with focus on changes required in existing statutes to enable the merger of FD, NFAI, CFSI and DFF with NFDC. iv. Human Resource Management of four Film Media Units. v. Organizational Structure of NFDC. vi. Revised MoAA of NFDC 		
4	<p>Final Report on the planned merger of FD, NFAI, CFSI and DFF to the NFDC</p> <ul style="list-style-type: none"> i. Overall strategic vision of the newly formed NFDC post the merger between the five Media Units ii. Final corporate structure strategy aligned with key stakeholders iii. Organizational strategy for the newly formed NFDC post the merger iv. Final asset & Liabilities valuation. v. Operations and financing strategy and structure. vi. Roadmap on resolution of legal issues. vii. Complete Human Resource Management of four Film Media 	26 th week	20%

	<p>Units to be merged.</p> <p>viii. Final revised MoAA of NFDC.</p> <p>ix. Drawing the merger roadmap while identifying key milestones.</p>		
5	<p>Implementation support report 1</p> <p>i. Assistance in preparation of all relevant documents required for the entire merger process of FD, CFSI, NFAI and DFF to the NFDC</p> <p>ii. Assistance in key stakeholder engagement</p> <p>iii. Project Management Office to monitor execution of activities and resolving bottlenecks if any</p> <p>iv. Assistance in Implementing the Operating model of NFDC post the merger of FD, CFSI, NFAI and DFF with NFDC.</p> <p>v. Assistance in Transfer of Assets from existing four Film Media Units into NFDC.</p> <p>vi. Systemic improvements in important areas for realizing the goals of the NFDC post the merger</p>	36 th week	20%

	<p>vii. Preparation of dashboards etc. for monitoring the progress of the merger process.</p> <p>viii. Obtain the necessary permissions and approvals required from relevant competent authorities like ROC and other statutory Authorities.</p>		
6	<p>Implementation support report 2</p> <p>In addition to the point above-</p> <p>i. Complete the Asset Transfer Process.</p> <p>ii. Complete the Human Resource Management</p> <p>iii. Skill development strategy for the employees of the NFDC post the revamp</p> <p>iv. Approach for professional management and work culture</p> <p>v. Ensuring that the merger keeps going through keeping in mind various legal processes involved when it comes to manpower, infrastructure, financial aspects and taxation processes etc.</p>	44 th week	10%
7	Implementation support report 3	52 nd week	10%

	<p>In addition to points above:-</p> <ol style="list-style-type: none"> i. Record keeping of all relevant documents ii. Lessons learnt throughout the process iii. Pending issues yet to be resolved and the way forward iv. Drawing a roadmap to ensure that the newly formed NFDC, post the merger can keep working to its potential 		
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1.4.2.1 Once submitted, the report/ inputs/ deliverables shall be the sole property of the MoIB and can be used by them in any manner deemed necessary. The selected Agency shall have no proprietary claim on any part or the whole report. The selected Agency may also be required to make detailed presentation(s) at every stage of report submission. BECIL shall make the payment on acceptance of the deliverables and availability of funds by the MoIB.

1.4.2.2 Composition of Team:-

Transaction Expert and/or Legal Advisor agency (who show expertise in organizational review, administrative functioning of Ministries and Departments of Government of India, domain knowledge of Film and Media Industry, asset valuing, financing and accounting, capacity building, risk management and human resource related issues) ,may assign a dedicated team of resources having the below mentioned qualifications:-

- i. A legal expert with 10 years of practice in Civil & Service matters in the High Court or Supreme Court.
- ii. An Expert in the field of administration having 5 years of experience in handling establishment matters at State or Government of India level.
- iii. An Expert of Company Law with 10 years of experience as practicing CA/Company Secretary in a company with annual turnover of Rs.100 crore or more.

The dedicated assigned team for this project will not be changed without approval of MoIB.

1.4.2.3 Payment Terms

No advance payment is payable by BECIL to the Bidder. The Bidder should submit the bills after completion and acceptance of the deliverables as defined in the section 1.4.2. The payments will be made only after the bill is verified by the Competent Authority of the MoIB. The payment against the bill raised, by the successful agency, will be made by BECIL after receipt of the funds from MoIB.

1.4.2.4 Penalty

- a) If at any future point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfill any of the contractual obligation, BECIL may take a decision to terminate the work order/ contract with immediate effect, forfeit the PBG/ EMD deposited by the bidder and / or debar the bidder from bidding prospectively for a period as decided by the BECIL or take any other action as deemed necessary.

- b) The successful bidder shall render services as per scope of work defined in the RfP/ work order that will result from this RfP process.
- c) The successful bidder is expected to meet all the terms of the RfP/ work order and is expected to provide satisfactory service. However, in the event of the bidder failing to provide satisfactory services, penalty will be imposed as detailed in sub-sections below.
- d) Any unjustified and unacceptable delay beyond the timelines (where applicable) as per RfP/ Work Order, will render the bidder liable for penalty at the rate as mentioned in the following paras. If at any time during performance of the work, successful bidder encounter conditions (not under his control) impeding timely performance of the ordered services, the bidder shall promptly notify BECIL/ MoIB in writing of the fact of the delay, its likely duration and its cause(s).
- e) Unless otherwise waived off by MoIB, delay beyond the schedule (where applicable) as per work order, will render the bidder liable for penalty as mentioned in the following para:
 - i. In case of late deliveries/ services from the schedule, successful bidder shall be liable to pay penalty @ 1% of the work order value per fortnightly delay, up to a maximum amount of 5% of order value.
- f) Penalties imposed under (e) above, may be treated as unsatisfactory service and the contract is liable to be terminated prematurely. In the event of delay beyond 12 weeks, BECIL may cancel the work order and forfeit the PBG.

1.4.3 Nodal Officer

The Director (Films), Ministry of Information and Broadcasting, shall be the Nodal Officer of the MoIB for this project.

1.4.4 Place of Execution

The draft and final reports submission and the presentations will be at the Ministry of Information and Broadcasting, New Delhi.

1.5 INSTRUCTIONS TO THE BIDDERS

1.5.1 Completeness of Response

a. Bidders are advised to study all instructions, forms, requirements, and other information in the EOI cum RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the EOI cum RFP document with full understanding of its implications.

b. The response to this EOI cum RFP should be full and complete in all respects. Failure to furnish all information required by the EOI cum RFP documents or submission of a proposal not substantially responsive to this document will be at the Bidder's risk and may result in rejection of its proposal.

1.5.2 EOI cum RFP Proposal preparation Costs & related issues

a. The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limiting to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by the BECIL/ MoIB to facilitate the evaluation process.

b. BECIL/ MoIB will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

c. The EOI cum RFP does not commit BECIL/ MoIB to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this EOI cum RFP.

d. All materials submitted by the Bidder will become the property of BECIL/ MoIB and may be returned completely at its sole discretion.

1.5.3 Amendments to the EOI cum RFP Documents

BECIL/ MoIB reserves the right to amend or modify any part of the EOI cum RFP at any stage. Such amendments/modifications if any, shall be duly notified similarly as the EOI cum RFP. BECIL/ MoIB also reserves the right to withdraw the EOI cum RFP at any stage, should it become necessary.

1.5.4 Pre-Bid Meeting

a. BECIL shall hold a pre-bid meeting with the prospective Bidders on 02.09.2021 at 03:30PM at BECIL Bhawan, Conference Hall, 4th Floor, Sector-62, Noida.

b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to General Manager at rbjagtap@becil.com/ Senior Manager at pankajgiri@becil.com by email before 11:00 AM on 02.09.2021. The queries should necessarily be submitted in following format:

Sr No.	EOI cum RFP Reference(s) (Section, Page No.)	Content of EOI CUM RFP requiring clarification(s)	Point(s) of clarification
1.			
2.			

c. All queries to be raised during the pre-bid meeting will relate to the EOI cum RFP alone.

1.5.5 Response to Pre-Bid Queries and Issue of Corrigendum

a. BECIL/ MoIB will endeavour to provide timely response to all queries. However, BECIL/ MoIB makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does BECIL/ MoIB undertake to answer all the queries that have been posed by the Bidders.

b. At any time prior to the last date for receipt of bids, BECIL/ MoIB may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective Bidder, modify the EOI cum RFP document by a Corrigendum.

c. The Corrigendum (if any) and clarifications to the queries from all Bidders will be posted on the organization's websites and emailed to all participants of the pre-bid conference.

d. Any such corrigendum shall be deemed to be incorporated into this EOI cum RFP document.

e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, BECIL/ MoIB may, at its discretion, extend the last date for the receipt of EOI cum RFP proposals.

1.5.6 Right to Terminate the Process

a. BECIL/ MoIB may terminate the EOI cum RFP process at any time and without assigning any reason. BECIL/ MoIB makes no commitments, express or implied, that this process will result in a business transaction with anyone.

b. This EOI cum RFP does not constitute an offer by BECIL/ MoIB. The bidder's participation in this process may result in short listing the Bidders.

1.5.7 Bid Security Declaration

a. Bidders shall submit, along with their Bids, Bid Security Declaration in favor of "Broadcast Engineering Consultants India Limited", and should be valid for 6 months from the submission date of the Bids. The format of Bid Security Declaration is annexed as Form 3 in Appendix-I

b. The bid/ proposal submitted without Bid Security Declaration, mentioned above, will be summarily rejected.

c. The clauses under Bid Security Declaration made by the bidder will be invoked if:

- Bidder withdraws its bid before opening of the bids.
- Bidder withdraws its bid after opening of the bids but before Notification of Award.

- Selected Bidder withdraws its bid / Proposal before furnishing Performance Bank Guarantee.
- Bidder violates any of the provisions of the bid up to submission of Performance Bank Guarantee.
- Selected Bidder fails to accept the order within five days from the date of receipt of the order. However, BECIL/ MoIB reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

1.5.8 Submission of Proposals

The procedure for online submission of the proposal is annexed at Appendix-II to this tender document.

a. The Bidders should submit their responses online on <https://becil.euniwizarde.com> as per the format given in this EOI cum RFP in the following manner:

- (i) **Cover-1 Pre-Qualification Bid:** Cover should contain the documents with respect to the eligibility criteria.
- (ii) **Cover-2 Technical Bid:** Cover should contain the documents with respect to the evaluation criteria.
- (iii) **Cover-3 Financial Bid:** Cover should contain the financial proposal as per Form 5 given in Appendix-I.

b. The bidders are also required to submit the hard copy of their Pre-Qualification and Technical proposals as specified in the above para at the address mentioned in the para related to “Venue and Deadline for Submission of Proposals”. The hard copies of the Pre-Qualification Proposal and Technical Proposal should be covered in separate sealed envelopes super-scribing, “Pre-Qualification Proposal” and “Technical Proposal” respectively..

- c. Please Note that Prices **must not** be indicated in the Pre-Qualification or Technical Proposal but should only be indicated in the Financial Proposal submitted online.
- d. The outer envelope with pre-qualification and technical proposals should be marked with “EOI cum RFP for selection of Consulting Services for providing strategic and implementation management consulting services to assist the Ministry of Information and Broadcasting in the process of the merging the Films Division (FD), National Film Archive of India (NFAI), Children’s Film Society, India (CFSI) and Directorate of Film Festivals (DFF), with the National Film Development Corporation (NFDC)” and should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the Bidder.
- e. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- f. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- g. All pages of the bid, shall be initialed and stamped by the person or persons who sign the bid.
- h. In case of any discrepancy observed by BECIL/ MoIB in the contents of the proposals submitted online with respective hard copies, the information furnished on on-line submitted document will prevail over others.
- i. Information that the Bidder considers proprietary/ under non-disclosure agreement, if any, should be clearly marked “proprietary/ under non-disclosure agreement” next to the relevant part of the text and it will then be treated as such accordingly.

1.5.9 Authentication of Bids

A Proposal shall be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

1.5.10 Language

The Proposal should be filled by the Bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern. All correspondence and documents relating to the Proposal exchanged by the Bidder and BECIL/ MoIB shall also be written in the English language.

1.5.11 Venue and Deadline for Submission of Proposals

Proposals, in its complete form in all respects as specified in the EOI cum RFP, must be submitted online on <https://becil.euniwizarde.com>. The hard copy of the pre-qualification and technical proposals (for reference and record purpose only) along with the acknowledgement of online submission is to be submitted to BECIL at the following address:

**The Chairman and Managing Director,
Broadcast Engineering Consultants India Limited,
56-A/17, Block-C, Sector-62, Noida-201307 (U.P.)**

The Proposals must be submitted on-line on **or before 03:00PM, on 14.09.2021**. However, the hard copy as specified is to be submitted by 03:00PM on

15.09.2021. Hard copies will be accepted only from those bidders who have successfully uploaded their proposal on e-tendering portal of BECIL.

1.5.12 Late proposals

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained at all and shall not be opened.
- b. The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. BECIL/ MoIB shall not be responsible for any delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

1.5.13 Period of validity of Proposals

Proposals shall remain valid for Ninety (90) days after the date of Proposal submission prescribed by the BECIL/ MoIB, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by BECIL/ MoIB on the grounds that are non-responsive.

In exceptional circumstances, BECIL/ MoIB may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder consenting to such request will not be required nor permitted to modify its Proposal.

1.5.14 Tender Opening

The proposals submitted only on <https://becil.euniwizarde.com> will be opened on-line at 03:30PM on 15.09.2021, by the officer authorized by BECIL.

1.5.15 Evaluation Process

- a. BECIL will constitute an Evaluation Committee to evaluate the responses of the Bidders.
- b. The Evaluation Committee constituted by BECIL shall evaluate the responses to the EOI cum RFP and all supporting documents and documentary evidence. Inability to submit requisite supporting documents or documentary evidence, may lead to rejection of the EOI cum RFP proposal.
- c. Each of the responses shall be evaluated to validate compliance of the Bidders according to the eligibility criteria, technical evaluation Forms and the supporting documents specified in this document.
- d. The decision of the Evaluation Committee in the evaluation of responses to the Expression of Interest shall be final. No correspondence will be entertained outside the evaluation process of the Committee.
- e. The Evaluation Committee may ask for presentations/ meetings with the Bidders to evaluate its suitability for the Consulting assignment.
- f. The Evaluation Committee reserves the right to reject any or all proposals.
- g. The Evaluation Committee would submit its recommendations to the Competent Authority.
- h. The Pre-Qualification Bids will be opened first and evaluated in accordance with the pre-qualification criteria defined in the tender document. If a bid is not accompanied with all the necessary documents, it may summarily rejected. In case the bidder does not meet any one of the conditions, the bidder will be disqualified for further evaluation. Only the bidders, who fulfill the Pre-Qualification Criteria, will qualify for Technical Evaluation. Failing to any of the

pre-qualification criteria shall lead to dis-qualification of the proposal and bidder.

- i. The Technical Bids of the qualified bidders will be evaluated as per the evaluation criteria to shortlist bidders as prescribed in the tender document by the tender evaluation committee as approved by the competent authority. Bidders will be required to give presentation on their understanding of the scope of work and deliverables. After verification of the documents, each technical proposal will be assigned technical marks. Only bidders who get minimum cut-off marks will qualify for financial evaluation.. Reasons for rejecting a tender/ bid will be disclosed to a bidder only where enquiries are made.
- j. The Financial Bids will be opened for the bidders that get technical marks of 60 or more (prior to normalization). Failing to secure minimum cut-off marks shall lead to rejection of the proposal and the bidder.

1.6 SELECTION CRITERIA & METHODOLOGY

1.6.1 High level desired capability of the Agency

The Agency should have a deep knowledge and wide experience of the media industry in India and functioning of the Ministries and Department of Government of India. They should be aware about the process of merger activities between two or more bodies in the same organization in India, and have a demonstrated knowledge of various issues involved in restructuring personnel, organization, financial structure, accounts, legal, technologies etc.

1.6.2 Eligibility Criteria

a. Agency should have satisfactorily done at least **2** similar projects in terms of the broad scope and nature of the work in the last **5** years.

b. Experience:

(i) Minimum **5** years' experience in consultancy services relating to the broad scope and nature of the work and,

(ii) Firm should have completed at least **3** valuations in the last **5** years of assets of similar nature of value of **Rs. 1000 Cr.** or more in each case.

c. **Turnover:** Minimum Rs 50 Cr. per annum in Consultancy services (excluding revenues from services related to Tax, Advisory, Legal, Audit, IT) during the last 3 years.

d. **Resources:** Transaction Expert and/or Legal Advisor (who show expertise in organizational review, administrative functioning of Ministries and Departments of Government of India, domain knowledge of Film and Media Industry, asset valuing, financing and accounting, capacity building, risk management and human resource related issues). A dedicated team of resources may be assigned having the below mentioned qualifications:-

- i. A legal expert with 10 years of practice in Civil & Service matters in the High Court or Supreme Court.
- ii. An Expert in the field of administration having 5 years of experience in handling establishment matters at State or Government of India level.

- iii. An Expert of Company Law with 10 years of experience as practicing CA/Company Secretary in a company with annual turnover of Rs.100 crore or more.

The dedicated assigned team for this project will not be changed without approval of MoIB.

e. **Certification:** The firm shall have the ISO 9001: 2015 Quality Management System.

f. **Registration:** Entities should be registered in India under Companies Act 1956/ 2013 or Limited Liability Partnership Act, 2008

1.6.3 Selection Methodology

1.6.3.1 Initial bid scrutiny will be held, and incomplete details as given below will be treated as non-responsive. If Proposals;

- Are not submitted in as specified in the EOI cum RFP document;
- Received without the Letter of Authorization (Power of Attorney);
- Are found with suppression of details;
- With incomplete information, subjective, conditional offers and partial offers submitted.

1.6.3.2 Selection of Bidders will be on the basis of Quality cum Cost based selection (QCBS) system:

- Proposals of Bidders will be evaluated for minimum eligibility criteria
- Technical proposals of only 'Eligible Bidders' will be evaluated as per process and criteria defined in the tender document.

1.6.3.3 Proposals of the eligible Bidders during the process of evaluation will finally be ranked according to their combined score of Technical Proposal (ST) and Financial Proposal (SF) scores.

The weightage given to the technical and financial proposals are- Tw= 0.70, and Fw= 0.30 respectively.

Combined total score (S)= (ST X Tw) + (SF X Fw)

1.6.3.4 The Selected Bidder shall be the Bidder having the highest combined total score (S). The second highest Bidder shall be kept in reserve and may be invited for negotiations in case the first-ranked Bidder withdraws, or fails to comply with the requirements, as the case may be.

1.6.3.5 In the event of composite total score is 'tied', the Bidder securing the highest technical score will be adjudicated the Best Value Bidder for award of the work.

1.6.4 Evaluation Criteria:

1.6.4.1 The technical evaluation shall be based on the following criteria

Sr No	Criterion	Technical Marks
1	Methodology and Project planning	5
2	Presentation to be made before the BECIL/ MoIB (in person preferably or through VC, depending on the prevailing COVID 19 situation)	25

3	Resource commitment for the Project - Evaluation would be based on the number of resources deployed, their qualification and experience	30 <hr/> Number of Resources: 5 <hr/> Qualification: 10 <hr/> Experience: 15
4	Past experience in execution of similar projects in last 5 years (handling mergers, demergers, amalgamations, post-merger integration etc. of entities having NAV of at least Rs 500 Crores) <ul style="list-style-type: none"> • Up to 5 projects: 5 Points • 6-10 Projects: 10 Points • 11-15 Projects: 15 Points • 16-20 Projects: 20 Points • >20 projects: 25 Points 	25
5	Past experience in providing consultancy services in Media sector (global and India) <ul style="list-style-type: none"> • Up to 5 projects: 5 Points • 6-10 Projects: 10 Points • >10 Projects: 15 Points 	15

1.6.4.2 Only Bidders that **score ≥ 60** on technical evaluation above will be eligible for evaluation of financial proposals as below. The bidder with

highest technical marks will be awarded 100% Technical Score. Technical Scores for other Bidders will be evaluated using following formula:

Technical Score of the Bidder (ST) = {(Technical Marks of Bidder/ Highest Technical Marks) X 100} % (Adjusted to two decimal places).

1.6.4.3 Financial Proposal (SF) Evaluation

a. The Financial Bids of technically qualified Bidders will be opened on-line . The date of opening of the financial bids will be notified through e-tendering portal of BECIL.

b. If a firm quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered for evaluation.

c. The Bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the Bidders which did not get disqualified on the basis of point b above). Financial Scores for other than L1 Bidders will be evaluated using following formula:

Financial Score of the Bidder (SF) = {(Financial bid of L1/ Financial Bid of Bidder) X 100} % (Adjusted to two decimal places).

d. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

e. The bid price will include all taxes and levies and shall be in Indian Rupees.

f. Any conditional bid will be rejected.

g. Errors and Rectifications: Arithmetic errors will be rectified on the following basis:

“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. If there is a discrepancy between words and figures, the amount in words will prevail”.

1.6.6 Debarment:

Debarment rules, as prescribed in GFR, 2017, shall be applicable, as follows-

(i) A Bidder shall be debarred if he has been convicted of an offence:

- Under the Prevention of Corruption Act, 1988 (the amendment thereof);
- Or
- The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract

(ii) A Bidder debarred under sub-section (i) or any successor of the Bidder shall not be eligible to participate in a procurement process of any procuring entity for a period of not exceeding three years commencing from the date of debarment.

(iii) The MoIB may debar a Bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the Bidder has breached the code of integrity.

(iv) The Bidder shall not be debarred unless such Bidder has been given a reasonable opportunity to represent against such debarment.

1.6.7 Appointment of Agency

1.6.7.1 Award Criteria

BECIL will issue the Letter of Intent (LoI) to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above. Once bidder is intimated of its selection through LoI, it shall required to submit the Performance Bank Guarantee. After submission of the PBG, a formal work order will be issued to the successful bidder. The amount at which the work order is issued will be valid throughout the contract period of one year. No additional claims shall be entertained and it will be the responsibility of the Bidder to bear such additional expenses, if any.

1.6.7.2 Right to accept any Proposal and to reject any or all Proposal(s)

BECIL reserves the right to accept or reject any Proposal, and to annul the tendering process/ Public Procurement process and reject all Proposals at any time prior to the award of work, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for action of BECIL/MoIB.

1.6.7.3 Notification of Award

Prior to the expiration of the validity period (or extended validity period), BECIL will notify the successful Bidder in writing or by fax or email, that its Proposal has been accepted.

1.6.8 Performance Guarantee

BECIL will require the selected Bidder to provide a Performance Bank Guarantee (PBG), within 15 days from the date of issue of the LoI, for a value equivalent to

3% of the total cost of the contract, as per Form 6. The Performance Bank Guarantee should be valid for a period of 18 months.

The Performance Guarantee shall contain a claim period of three months from the last date of validity. The Selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the Selected Bidder fails to submit Performance Guarantee within the time stipulated, BECIL at its discretion, may cancel the order placed on the Selected Bidder without giving any notice. BECIL shall invoke the Performance Guarantee in case the selected Agency fails to discharge their contractual obligations during the period or BECIL/ MoIB incurs any loss due to the selected Agency's negligence in carrying out the project implementation as per the agreed terms and conditions.

1.6.9 Issue of Work Order

Post submission of Performance Guarantee by the successful Bidder, BECIL shall issue a detailed work order, incorporating all contract clauses, pre-bid clarifications and the proposal of the Bidder.

1.6.10 Failure to agree with the Terms and Conditions of the EOI cum RFP

Failure of the successful bidder to agree with the Proposed Contract terms and Terms & Conditions of the EOI cum RFP shall constitute sufficient grounds for the annulment of the award, in which event BECIL may award the work to the next best value bidder (as specified in section 1.6.3.4). In such a case, BECIL shall invoke the PBG of the most responsive Bidder.

1.6.11 Renewal of Contract

The work order may be considered for extension based on satisfactory service performed by the Bidder and by mutual agreement for such further period(s) as may be agreed upon. The Bidder shall not claim any extension in the work order as a matter of right.

1.6.12 Fraud and Corrupt Practices

a. The Applicants/ Bidders and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this EoI cum RFP, BECIL/ MoIB shall reject a Proposal without being liable in any matter whatsoever to the Applicant, 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 (collectively the “Prohibited Practices”) in the Selection Process.

In such an event, BECIL/ MoIB shall, without prejudice to its any other rights or remedies, forfeit and appropriate EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to BECIL/ MoIB for, inter alia, time, cost and effort of BECIL/ MoIB, in regard to the tender, including consideration and evaluation of such Applicant’s Proposal.

b. Without prejudice to the rights of BECIL/ MoIB under the Clause above {1.6.11} and the rights and remedies, which BECIL/ MoIB may have under the Letter of Intent (LOI) or the Contract, if an Applicant or Agency or Consultant, as the case may be, is found by BECIL/ MoIB 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 Selection Process, or after the issue of the LOI or work order, such Applicant or Agency or

Consultant shall not be eligible to participate in any tender or RFP issued by BECIL/ MoIB.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- “Corrupt Practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of BECIL/ MoIB who is or has been associated in any manner, directly or indirectly, with the Selection Process or the LOI, or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of BECIL/ MoIB, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Letter of Authorization (LOA) or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Award or the Contract, who at any time has been or is a legal, financial or technical consultant/advisor of BECIL/ MoIB in relation to any matter concerning the Project;
- “Fraudulent Practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- “Coercive Practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation of action in the Selection Process;
- “Undesirable Practice” means (i) establishing contact with any person connected with or employed or engaged by BECIL/ MoIB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process, or (ii) having a Conflict of Interest; and
- “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 Selection Process.

1.6.13 Conflict of Interest

a. An Applicant shall not have a conflict of interest that may affect the Selection Process for the role(s) of Agency. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, BECIL/ MoIB shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to BECIL/ MoIB for, inter alia, the time, cost and effort of BECIL/ MoIB, including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to BECIL/ MoIB hereunder or otherwise.

b. BECIL/ MoIB requires that the selected Agency provides professional, objective and impartial advice, and at all times hold the interests of BECIL/ MoIB paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The selected Agency shall not accept or engage in any assignment that would be in conflict with its prior or current

obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interests of BECIL/ MOIB.

c. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affection the Selection Process, if:

- The Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any other constituent thereof) have common controlling shareholders or other ownership interest; or
- A Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- A Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the Bidder; or
- There is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders.

The duties of the Agency will depend on the circumstances of each case. While providing consultancy services to the MoIB for this particular assignment, The selected Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or

d. A Bidder eventually appointed to provide Consultancy for this Project, shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this

restriction shall not apply to the advisory services performed for the MoIB in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the MoIB where the Conflict of Interest situation does not arise.

e. In the event that the selected Agency, its Associates or affiliates are auditors or financial advisors of any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to the MoIB as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest.

The MoIB shall, upon being notified by The Agency under this Clause, decide whether it wishes to terminate the consultancy services or otherwise, and convey its decision to The Agency within a period not exceeding 15 (fifteen) days.

Offices of the various media units

1. National Film Development Corporation

Head Office

Mumbai

6th Floor, Discovery of India Building,
Nehru Centre, Dr. Annie Besant Road,
Worli, Mumbai 400018, Maharashtra.

Tel: +91 22662 88288

Fax: +91 22249 45336

Email: nfdc@nfdcindia.com

Regional Offices

Kolkata

Film Centre, RIC Industrial Estate,
Upen Banerjee Road, Parnasree,
Kolkata 700060, West Bengal

Tel: +91 33240 15232/33

Fax: +91 33240 15232

Email: nkvyas@nfdcindia.com

Delhi

4th Floor, Soochna Bhawan, Phase 1,
C.G.O. Complex, Lodhi Road,
New Delhi, 110003

Tel: +91 11243 64962/63

Fax: +91 11243 68011

Email: sunitarawat@nfdcindia.com

Chennai

1st Floor, Co-optex Warehouse Building
350 Pantheon Road, Egmore,
Chennai, 600008

Tel: +91 44281 92304/410

Fax: +91 44281 92408

Email: rama@nfdcindia.com/ nidhi@nfdcindia.com

Branch Office

Thiruvananthapuram

Chitanjali Studio Complex,
Thiruvallam, Thiruvananthapuram

Telfax: +91 4712384033

Email: sreekumaran@nfdcindia.com

2. National Film Archive of India

Head Office

Pune- Phase I

National Film Archive of India, Government of India,

Law College Road,

Pune, 411004

Tel: +91 20 2980 2250

Fax: +91 20 2567 0027

Email: nfaipune@gmail.com/ it@nfaipune@gmail.com

Regional Offices

Kolkata

National Film Archive of India,
Government of India,

C/o SRFTI, EM Bypass Road

P.O. Panchsayar

Kolkata, 700094

Tel: +91 33 2432 3487

Bangalore

National Film Archive of India,
Government of India,

4th Floor, E Wing, Kendriya Sadan

Koramangala

Bangalore, 560034

Tel: +91 80 5520 137

Thiruvananthapuram

National Film Archive of India,
Government of India,
Chalachitra Kalabhavan
Vazhuthacaud
Thiruvananthapuram, 695014
Tel: +91 471 2325210

Pune- Phase II

National Film Archive of India,
Government of India,
Near Doordarshan Kendra
Rambaug Colony, Kothrud
Pune, 411038
Tel: +91 20 2025 1480

3. Films Division

Main Office

Mumbai

Films Division, Ministry of Information and
Broadcasting, Government of India,
24- Dr G. Deshmukh Marg
Mumbai 400026
Tel: +91 22 2355 1301

Branch Offices & Production Centres

Bangalore

Films Division, Information and
Broadcasting, Government of India,
Saroja Towers, 2nd Floor 35/1,
Luskar House Road Nanjappa Layout,
Adugodi
Bangalore, 560030
Tel: +91 80 2222 0787
Fax: +91 80 2222 2819

Kolkata

Branch Manager, Films Division,
Information and Broadcasting,
Government of India,
Room No. 2 & 3, 5th Floor,
Doordarshan Bhawan, 18/3, Uday
Shankar Sarani
Golf Green, Kolkata, 700095
Tel: +91 33 4737 963/955, 4937 855

Hyderabad

Films Division, Information and
Broadcasting, Government of India,

Sultanbazar, Kendriya Sadan,

Hyderabad, 500095

Tel: +91 40 2465 6051

Fax: +91 40 6668 1887

Chennai

Films Division, Information and
Broadcasting, Government of India,

35-Haddows Road, Shastri Bhawan,

Chennai, 600006

Tel: +91 44 2827 5360

Fax: +91 44 2827 0986

Thiruvananthapuram

Films Division, Information and
Broadcasting, Government of India,

CGO Complex, Poonkulam
Vellayani P.O.

Thiruvananthapuram, 695522

Tel: +91 471 248 0847

Fax: +91 471 248 0847

Vijayawada

Films Division, Information and
Broadcasting, Government of India,

3-A, CGO Complex, Auto Nagar
Gate

Vijayawada, 695522

Tel: +91 866 255 3075

Fax: +91 866 255 6558

Mumbai

Branch Manager, Films Division,
Information and Broadcasting,
Government of India,

3rd Floor, 24- Peddar Road

Mumbai, 400026

Tel: +91 22 2351 7941

Delhi

Films Division, Information and
Broadcasting, Government of India,

Soochana Bhawan, C.G.O Complex,
Lodhi Road

New Delhi, 110003

Tel: +91 11 2436 3763

Fax: +91 11 2436 3763

Delhi

Films Division Auditorium,
Information and Broadcasting,
Government of India,

CWPD Assembly Hall, Mahadev
Road

New Delhi, 110001

Tel: +91 11 2371 6213

Bangalore

Director, Films Division
Auditorium, Information and
Broadcasting, Government of India,
Southern Regional Production
Centre, D & F Wing,
1st Floor, Kendriya Sadan,
Koramangala P.O
Bangalore, 560034
Tel: +91 80 5538 192/ 190

Kolkata

Films Division, Information and
Broadcasting, Government of India,
Eastern Regional Production Centre,
Doordarshan Complex, 6th Floor
Golf Green, Kolkata, 700095
Tel: +91 33 4737 963/955, 4937 855

4. Children's Film Society, India

Headquarters

Mumbai

Children's Film Society, India
8th Floor, Film Division Complex, 24-
Dr G. Deshmukh Marg
Mumbai 400026
Tel: +91 22 2351 6136/ 2352 1120
Fax: +91 22 2352 2610
Email: admin@cfsindia.org

Festival Office

Mumbai

C/o Children's Film Society, India
8th Floor, Film Division Complex,
24- Dr G. Deshmukh Marg
Mumbai 400026
Tel: +91 22 2351 6127/ 36
Fax: +91 22 2352 2610
Email: icffi@cfsindia.org

Other Offices

Delhi

3rd Floor, Paryavaran Bhawan, CGO
Complex
New Delhi, 400026
Tel: +91 11 2436 3186
Email: cfsidelhi@cfsindia.org

Mumbai

162, Santhome High Road,
Mylapore
Chennai, 600004
Tel: +91 44 2498 1159/7359
Email: cfsichennai@cfsindia.org

5. Directorate of Film Festivals

Delhi

Directorate of Film Festivals, Ministry
of Information and Broadcasting,
Government of India

Siri Fort Auditorium Complex,

August Kranti Marg

New Delhi 110049

Tel: +91 11 2649 9371

Fax: +91 1 2649 7214

Bid Submission Forms

The bidders are expected to respond to the EOI CUM RFP using the forms given in this section and all documents supporting eligibility / EOI CUM RFP Criteria.

Pre-Qualification and Technical Proposal:

Form 1: Letter of Proposal

To:

<Name>

<Designation>

<Address>

<Phone Numbers>

<Fax Numbers>

<Email ID>

<Location, Date>

Subject: Submission of the Technical bid for <provide name of the consulting assignment>

Dear Sir/ Madam

We, the undersigned, offer to provide Consultancy Services to the Ministry of Information and Broadcasting on <provide name of the consulting engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Pre-Qualification Bid, Technical Bid and the Financial bid sealed in a separate envelopes.

We hereby declare that all the information and statements made in this Pre-Qualification and Technical Bid are true and accept that any misinterpretation contained in it may lead to disqualification.

We undertake, if our Proposal is accepted, to initiate the Consulting services related to the assignment not later than the date indicated in the EOI cum RFP document.

We agree to abide by all the terms and conditions of the EOI cum RFP document. We would hold the terms of our bid valid for 90 days as stipulated in the EOI cum RFP document.

We understand you are not bound to accept any Proposal any receive.

Your sincerely,

Authorized Signature (In full and initials):

Name of Title of Signatory:

Name of Firm:

Address:

Location:

Date:

Form 2: Details of the Applicant's Operations and Consulting Business

- A.** Name and address of the Bidding Company;
- B.** Incorporation status of the firm (public limited/ private limited etc.);
- C.** Year of Establishment;
- D.** Date of Registration;
- E.** ROC Reference No.;
- F.** Details of company registration;
- G.** Details of registration with appropriate authorities for Goods and Service Tax;
- H.** Name, Address, Email, Phone nos. and Mobile number of Contact Person

Form 3: Bid Security Declaration format

Tender No. _____

Date: _____

To

<Name>

<Designation>

<Address>

Sir,

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Sign

in the capacity of _____,

Name: _____,

Duly authorized to sign the bid for an on behalf of _____,

Dated on _____,

Form 4: Compliance Sheet for Technical Proposal

	Basic Requirement	Documents Required	Provided	Reference no
1	Covering letter for Technical Proposal	As per Form 1	Yes/ No	
2	Turnover in Consulting services during the last 3 years excluding revenues from services related to Tax, Advisory, Legal, Audit, IT	Extracts from the audited Balance sheet and Profit & Loss, AND Certificate with requisite information from the statutory auditor	Yes/ No	
3	Experience details relevant to the engagement, separately for 1.6.2 (a), 1.6.2 (b) (i) and 1.6.2 (b)	Completion Certificates from the client; OR Self-Certificate of Completion (Certified by the Statutory Auditor AND MD of	Yes/ No	

	(ii)	firm); OR Work Order + Phase Completion certificate from the client, if applicable If the project value is confidential, it is sufficient for the Statutory Auditor and Bidder MD to certify that the project value is above the cut-off indicated.		
4	Resources to be committed for the Project	Broad qualifications of each resource category Short Bio-data of all the resources for the Project	Yes/ No	
5	Power of Attorney	Copy of Power of Attorney in the name of the Authorized Signatory	Yes/ No	
6	Debarment	A self-certified letter	Yes/ No	
7	Total Experience	Self-certified letter	Yes/ No	
8	Approach & Methodology	A note on high level approach & methodology, including demonstration of understanding of MoIB's requirements, project work breakdown structure.	Yes/No	

Financial Proposal [As per Financial Proposal Sheet]:

Form 5: Financial Proposal Format

To:

<Name>

<Designation>

<Address>

<Phone Numbers>

<Fax Numbers>

<Email ID>

<Location, Date>

Subject: Submission of the Financial bid for <provide name of the consulting assignment>

Dear Sir/ Madam

We, the undersigned, offer to provide Consultancy Services for <<Title of consulting services>> in accordance with your EOI cum RFP dated [Date] and our Proposal- Pre-Qualification, Technical and Financial Proposals.

Our Financial Proposal is for the sum of <<Amount in words and figures>>. This amount is inclusive of all expenses and taxes.

I understand that the payment would be made on the basis of actual Goods and Service Tax rate prevalent during the time of payment.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract Negotiations, up to the expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature (In full and initials):

Name of Title of Signatory:

Name of Firm:

Address:

Form 6: Performance Bank Guarantee

<Name>

<Designation>

<Address>

<Phone Numbers>

<Fax Numbers>

<Email ID>

<Location, Date>

Whereas <<name of the supplier and address>> (hereinafter called “the applicant/supplier”) has undertaken, in pursuance of LoI no. <<insert LoI no.>> dated <<insert date>> to provide consulting services for <<name of the assignment>> to the MoIB through BECIL (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the applicant/supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<Name of the Bank>> a banking company incorporated and having its head/registered office at <<address of the registered office>> and having one of its offices at <<address of the local office>> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs. <<Insert Value>> (Rupees <<insert value in words>> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of **Rs. <<Insert Value>> (Rupees <<insert value in words>> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant/supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the Contract documents, which may be made between you and the applicant/ supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, audition or modification.

This Guarantee shall be valid until <<Insert Date>>

Notwithstanding anything contained herein:

- I. Our liability under this Bank Guarantee shall not exceed **Rs <<Insert Value>> (Rupees <<insert value in words>> only.)**
- II. This Bank Guarantee shall be valid up to <<Insert Expiry Date>>
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<Insert Expiry Date>> failing which our liability under the guarantee will automatically cease.

INSTRUCTIONS TO USE E-TENDERING PORTAL OF BECIL

1. E-Procurement is the complete process of eTendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://becil.euniwizarde.com>. These will be invited for online Bids. Bidder Enrolment can be done using "Bidder Enrolment".
2. The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on <https://becil.euniwizarde.com> the e-tendering portal as per uploaded bid.
3. More information useful for submitting online bids on may be obtained at: <https://becil.euniwizarde.com>
4. **GUIDELINES FOR REGISTRATION ON PORTAL**
 - a. Bidders are required to enrol on the e-Procurement Portal by clicking on the link "Online Bidder Enrolment " on the e-tender Portal by paying the Registration fee of ₹ 2000/- +Applicable GST.
 - b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
 - c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
 - d. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile. Or bidders can contact our help desk for getting the DSC.
 - e. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
 - f. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
 - g. The scanned copies of all original documents should be uploaded in pdf format on portal <https://becil.euniwizarde.com>.
 - h. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail ID: helpdeskeuniwizarde@gmail.com for activation of your account.
5. **SEARCHING FOR TENDER DOCUMENTS ON PORTAL**
 - a. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
 - b. Once the bidders have selected the tenders they are interested in, you can pay the form fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.

6. PREPARATION OF BIDS ON PORTAL

- a. Bidders should take into account any corrigendum published on the tender document before submitting their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c. Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
- d. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.
- e. These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

7. SUBMISSION OF BIDS ON PORTAL

- a. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by BECIL.
- c. Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
- d. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
- e. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- f. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- h. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
 - i. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.
8. FOR ANY CLARIFICATION IN USING [HTTPS://BECIL.EUNIWIZARDE.COM](https://becil.euniwizarde.com)
- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
 - b. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.
 - c. Please feel free to contact euniwizard helpdesk (as given below) for any query related to e-tendering
Phone No. 011-49606060
Mr. Navneet: +91 9560364871
Mail id: - helpdeskeuniwizarde@gmail.com