

# Expression of Interest (EOI) for purchase of film on 'Kumbh Mela'

## Important Dates

Reference No. K/PAV/3125/01/2018	Dated: 06-12-2018
Date of Publishing	06-12-2018 (1800 hrs)
Bid Document download start date	28-12-2018 (1800 hrs)
Clarification start date	06-12-2018 (1800 hrs)
Clarification end date	28-12-2018 (1800 hrs)
Bid Submission start date (online)	06-12-2018 (1800 hrs)
Bid Submission end date (online)	28-12-2018 (1800 hrs)
Date of opening of bid (online)	31-12-2018 (1100 hrs)

### **1. Scope of work:**

The Ministry of External Affairs (MEA), External Publicity & Public Diplomacy Division, invites proposals from film distributors for purchase of non-commercial non exclusive, screening rights with dubbing & subtitling rights of a film on "Kumbh Mela" with subtitles / dubbing in English, French, Russian, Arabic, Spanish, Portugese and Mandarin.

The film should highlight the deeper philosophy and different aspects of the great Kumbh Mela. It should peep into the mystical Kumbh Mela as an attempt to de-mystify India. It should showcase Kumbh as an attempt to glimpse into the soul of India. The film should incorporate Indian view of life, which encompasses social, cultural, knowledge and spiritual traditions and must connect it to magnificent Kumbh Mela.

The film should be provided in formats DVD, Blu Ray, Hard Drive and Digital Cinema Package. The film should have been made within last five years. Duration of the film: 30 minutes approx.

In case the film is already available, subtitled / dubbed in English, French, Russian, Arabic, Spanish, Portugese and Mandarin (each in separate DVD, Blu Ray, Hard Drive and Digital Cinema Package), the additional cost of subtitling / dubbing of the film (if any) may be indicated separately for each language. The film is required for screening and presentation in India and abroad on non-commercial/non-profit/non-exclusive basis for screening by Indian Mission/ Posts abroad and also for holding film festivals/film weeks through Indian Missions / Posts abroad.

Distributors are required to provide dubbing and subtitling rights of the film in all foreign languages. The film should be offered with cue sheets in Hindi and respective language of subtitling/dubbing along with the scripts.

### **2. Eligibility criteria:**

Bidders/authorized representatives should provide evidence of having necessary ownership rights of the film. It is mandatory for the bidders to meet all conditions of this EOI notice.

### **3. Technical specifications/deliverables:**

Successful bidder will be required to supply the best HD print of the following deliverables for use and if offered for subtitling in foreign languages, to enable dubbing/subtitling in other languages and conversion to other formats within 10 days of being declared successful:

- a) High Definition (HD) Mixed Master with English subtitles.
- b) High Definition (HD) Unmixed Master in Hard Drive in original with English subtitles.
- c) High Definition (HD) Mixed Master with respective language subtitles.
- d) DVD Copy of the Master - two copies.
- e) DVD in .mp4 Format of the master and subtitled versions in English - two copies.
- f) Soft copy (Word document in CD/DVD) of approved script, cue sheet and lyrics in Hindi, English and respective foreign language offered.
- g) One DCP(Digital Cinema Package) of film dubbed /subtitled in each respective language offered.
- h) Blu Ray, DVDs(Original and Subtitled) of the film in respective language -two copies.
- i) Original soundtrack of the film in a Hard Drive

#### **4. EMD and Performance guarantee:**

An amount of Rs. 1,00,000/- (Rupees One Lakh only) will have to be deposited as an Earnest Money Deposit (EMD) with the bids in the form of a bank demand draft or bank guarantee valid for 3 (three) months from last date of submission. This EMD should be scanned and attached in the EOI document to be submitted online. No EOI will be accepted without requisite EMD. This EMD should be sent in original to the undersigned after successful submission of EOI online. The EMD will be refunded within One month of date of announcing of award of contract. No claim of interest will be entertained by the Ministry in case of delay in refund of the EMDs for reasons beyond its control. Successful bidder will have to deposit performance guarantee in shape of a bank demand draft or bank guarantee in favour of PAO, COA, MEA, New Delhi equivalent to 10% (ten percent) of the value of the contract within Fifteen (15) days of award of contract, valid for Five Years from the date of acceptance of award by the bidder. EMD, Demand Draft or Bank Guarantee deposited with MEA shall earn no interest.

Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are not required to submit EMDs.

#### **5. Evaluation procedure:**

Bids are to be submitted by **1800 hrs on 28<sup>th</sup> December 2018**. Bids will be opened on **31<sup>st</sup> December 2018 at 1100 hrs** in presence of interested bidders. Bids should be submitted in online mode only.

**Prospective bidders are requested to submit a copy of the film in a sealed cover before opening of the bids.**

Ministry reserves the right to relax any term or condition with the approval of the competent authority. Bids should be submitted with signature of bidder/authorized representative attaching the following in a scanned .pdf file:

- (1) A covering page stating all Annexure attached with the technical bid as detailed below (Annexure 1):
- (2) Notarized copy of ownership document of the film; or in cases of authorized representatives an authority letter in original from the owner/films' right holder. Complete name, office address and branches if any should be mentioned (Annexure 2).
- (3) Notarized affidavit in original on Rs. 100/- stamp paper affirming/confirming to be the owner/authorized representative/ rights holder by bidder and eligible to bid as he/she meets all conditions of this EOI notice and is not disqualified by any disqualification mentioned in the EOI notice (Annexure 3).
- (4) Details of link agreements to ownership document (Annexure 4).
- (5) Particulars of the bidder in the prescribed format (Annexure 5).
- (6) Notarized affidavit declaring that screening of film abroad is free from all encumbrances (Annexure 6)
- (7) Notarized indemnity bond on Rs. 200/- stamp paper (Annexure 7)
- (8) An amount of Rs. 1,00,000/- (Rupees One Lakh only) will have to be deposited as an Earnest Money Deposit (EMD) with the bid after scanning it in the form of a bank Demand Draft or Bank guarantee valid for 3 (three) months from last date of submission in favour of the "Pay and Accounts Officer, Ministry of External Affairs" payable at New Delhi (Annexure 8). The same should be deposited in original to the undersigned on or before the last date of submission of bids.
- (9) Tax returns for the last three years and copies of PAN/ TAN/ Service Tax numbers, as applicable(Annexure 9).
- (10) Copy of the terms and conditions duly signed by authorized signatory as a token of acceptance of the same (Annexure 10).
- (11) Additional information relevant to the offer by bidder, if any (Annexure 11).
- (12) The price quoted should be the full amount against all deliverables, mentioned in para 3. To be submitted in the proforma as given in Annexure 12.
- (13) Acceptance of approval will be on the basis of:
  - (a) **Preliminary evaluation:** Evaluation of documents will be done on the basis of synopsis, year of production, Engaging storyline, Languages provided, National awards etc. which will carry maximum of 30 marks.

(b) **Evaluation of Film:** The documentary film will be screened before the film committee of MEA, expressly constituted for evaluation of proposals for this project. Members of the Film Committee will evaluate and rate each proposal on following parameters: (i). Knowledge of the them; (ii). Engaging storyline; (iii) Uniqueness of ideas; (iv). Treatment of the film. The presentation will carry a maximum of 70 marks.

(c) The bidders who score a minimum of 80 marks in technical bid (Preliminary evaluation and Presentation) out of 100 will qualify the technical round. Financial bid of only those bidders will be opened who qualify the technical round.

(d) The financial score will be calculated as per following formula:

The bidder with the lowest financial bid (L1) shall be awarded 100 financial score and for the rest, financial score would be:-

$\{(Financial\ bid\ of\ L1 / Financial\ bid\ of\ the\ bidder) \times 100\}$  (adjusted to two decimals).

(e) The final selection will be based on Quality and Control Based System wherein 80% weightage will be given to the technical score and 20% weightage to the financial score. The bidder with the highest score will be awarded the contract. The formula to be used to evaluate the final scores/Cumulative score of the bidders after Technical and financial evaluation:

$CS = (T) * 0.8 + (F) * 0.2$ , where CS is cumulative score, (T) is Technical bid score and (F) is Financial bid score.

(f) The Committee will recommend the finally selected filmmaker to the Competent Authority for acceptance. Successful filmmaker will be informed of the decision and shall be required to sign an agreement with the Ministry. A format of the agreement is enclosed.

## **6. Instruction to Bidders:**

A Bidder should meet prescribed eligibility criteria and observe conditions of the EOI document. Offer should be valid for at least 3 (three) months from last date of submission of EOI. The bids should be submitted online on or before **1800 hrs on 28<sup>th</sup> December 2018**. The Ministry reserves the right to accept or reject all or any of the bids without assigning any reason. Incomplete applications will be liable to be rejected.

## **7. Contract/Notification of Award/ Letter of Acceptance of Award:**

MEA will notify the successful bidder by e-mail and confirm by letter on the address provided that his/her bid has been accepted by MEA. This 'Notification of Award' shall name the sum which MEA will pay to the bidder in consideration of the performance of the scope of work by the bidder. The successful bidder on receipt of "Notification of Award" shall convey his 'Acceptance of Award' by return e-mail which will be confirmed by letter through speed post within Seven (7) business days. The notification of award and the letter of acceptance of award shall constitute the contract. No advance payment will be made by the Ministry to successful bidder.

## **8. Termination/Penalty clause:**

Refusal or inability or delay or any false statement by the successful bidder to supply all deliverables as per scope of work at the contracted rate within prescribed time frame may result in termination of the contract and forfeiting of EMD/Performance security/revoking of the bank guarantee as well as disqualification of the bidder from participating in future EOIs. Ministry can take any other action as deemed necessary. Withdrawal of a bid after its submission will result in the forfeiture of the EMD.

## **9. Disqualification:**

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

- (a) Made misleading or false representation in the forms, statements and attachments submitted; or
- (b) had previous record of poor performance during the last 3 years, as on the date of application such as rescinding of contract for which the reasons are attributable to the non- performance, inordinate delays in performance; or
- (c) If a bidder has a criminal history or has been convicted by any court of law for any of the offences under any Indian laws in last five years.

## **10. Acceptance/ Rejection of bids:**

MEA reserves the right to reject any or all of the bids or to scrap the EOI in whole.

## **11. Jurisdiction of courts:**

Any dispute arising out of this EOI notice shall be governed and construed in accordance with the laws of India and the courts in Delhi/New Delhi shall have exclusive jurisdiction in relation thereto.

## **12. Contact details:**

Eligible bidders may please submit their bids only in online mode through e-procurement portal (<http://eprocure.gov.in/eprocure/app>) clearly mentioning the name and address/mobile phone number of the bidder/authorized representative before **1800 hrs on 28<sup>th</sup> December 2018**. A hard copy of the proposal along with the EMD, the annexures and all notarized affidavits should be sent to the undersigned after successful submission of EOI online. The bids should be addressed to Mr. Kapil Sharma, Under Secretary (Public Diplomacy), Room No. 256-A, 2<sup>nd</sup> Floor, 'A' Wing, External Publicity & Public Diplomacy Division Ministry of External Affairs, Shastri Bhavan, New Delhi 110001. No offline proposal will be accepted for this bid. In case of any help please contact: 011-23381769 or E-mail: (Not for submission of EOI): [uspd@mea.gov.in](mailto:uspd@mea.gov.in).

## **13. Opening of EOI:**

The proposal shall be opened as per the schedule mentioned in table of important dates at Room No. 256, A Wing, Shastri Bhawan, New Delhi in the presence of authorized representatives who choose to attend the opening of bids. Authorized representative

with the authority letter on the letter head of bidding company duly signed by the bidder will be allowed to attend the meeting of the Tender Committee to be held on **31<sup>st</sup> December 2018 at 1100 hrs.** Ministry of External Affairs reserves the right to call for additional information from the bidders

I/We \_\_\_\_\_ (Name \_\_\_\_\_ of \_\_\_\_\_ bidder/authorised representative) \_\_\_\_\_ forward the following Annexures with the technical bid:

- (1) Notarized copy of ownership document of the film or authority letter from the owner/films' right holder. Complete name, office address and branches if any should be mentioned (Annexure 2).
- (2) Notarized affidavit in original on Rs. 100/- stamp paper affirming/confirming to be the owner/authorized representative/ rights holder by bidder and eligible to bid as he/she meets all conditions of this EOI notice and is not disqualified by any disqualification mentioned in the EOI notice (Annexure 3).
- (3) Details of link agreements to ownership document (Annexure 4).
- (4) Particulars of the Bidder in the prescribed format (Annexure 5).
- (5) Notarized affidavit declaring that screening of the feature films abroad is free from all encumbrances (Annexure 6)
- (6) Notarized indemnity bond on Rs. 200/- stamp paper (Annexure 7 )
- (7) Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees Four Lakh and Fifty Thousand only) in the form of a bank Demand Draft or Bank guarantee valid for 3 (three) months from last date of submission (Annexure 8).
- (8) Tax returns for the last three years and copies of PAN/ TAN/ Service Tax numbers, as applicable, showing turnover of Rs. Fifty Lakh (Annexure 9) during each of the last three years.
- (9) Copy of the terms & conditions duly signed by authorized signatory as a token of acceptance of the same (Annexure 10)
- (10) Additional information relevant to the offer of bidder, if any (Annexure 11).
- (11) The price quoted should be the full amount against all deliverables, mentioned in para 3. To be submitted in the proforma as given in Annexure 12.

I / We confirm as in para 1 to 11 above.

Place:

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

Date:

**ADDRESS:**

*BANNER/STAMP:*

Annexure 2

To be given on Stamp paper of Rs. 100/- only duly notarised

A F F I D A V I T

To

The Under Secretary (PD)  
External Publicity and Public Diplomacy Division,  
Ministry of External Affairs,  
New Delhi.

1. This is to certify that I/We \_\_\_\_\_ am / are the sole proprietor and right holder(s) / of the film “\_\_\_\_\_”.
2. That my/our registered address for sending mail, correspondence and notice is as following:
3. That we do not have any branches or

We have branches located at the following addresses:

4. It is further certified that the information / documents given is / are absolutely correct and complete to the best of my / our knowledge and belief and nothing has been concealed therein. If at any stage, the information / documents given is / are found incorrect or false, I / We shall be personally held responsible and liable to face all legal consequences apart from forfeiture/refund of all sums of EMD, performance guarantee or fixed sum of amount for rights received.  
I / We confirm as in para 1 to 4 above.

Place:

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

Date:

*BANNER/STAMP :*



Affidavit

I/We \_\_\_\_\_ affirm to be the owner/authorized representative/ rights holder of the film \_\_\_\_\_ and eligible to participate in the bid as I/We meet all terms and conditions of this EOI notice and am/are not disqualified by any disqualification mentioned in the EOI notice. I/we also affirm that I/we have:

- (a) Not made misleading or false representation in the forms, statements and attachments submitted; or
- (b) No previous record of poor performance during the last 3 years, as on the date of application such as rescinding of contract for which the reasons are attributable to the non- performance, inordinate delays in performance, or has not been blacklisted;
- (c) No criminal history or have not been convicted by any court of law for any of the offences under any Indian laws in last five years.

Place:

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

Date:

**ADDRESS:**

*BANNER/STAMP:*

## **Details of Link Agreements**

**Name / banner  
of right holder**

**Address, Phone  
& fax number**

**Period of Agreement  
(with specific dates)**

**1. (Original)**

**2.**

**3.**

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

**Signature of the Bidder with rubber stamp:**

**Name in BLOCK letters:**

**Address, telephone & fax number:**

Particulars of the Bidder and film offered (One page per film)

Name of the Bidder:

Address

Company registered office:

Address of Branches if any:

Telephone number

Email address:

1. Name of the Film offered \_\_\_\_\_
2. Language \_\_\_\_\_
3. Year of Production \_\_\_\_\_
4. (a) (i) Date of issue of original Censor Certificate with "A"/"U/A"/"U"  
\_\_\_\_\_
- (ii) Date of issue of revised censor certificate with "V/U"  
\_\_\_\_\_
- (b) Duration of the Film (in minutes), with cuts: -----  
Without cuts:-----
5. Category: "U", or "V / U": \_\_\_\_\_
6. Cast in Respect of Major Roles:
7. Name of the Producer 1.  
(if there is more than one Producer, 2.  
gives names of all Producers) 3.
8. Name of the Director

(Signature and Stamp of Bidder)

## Annexure 6

### Affidavit

I/We \_\_\_\_\_ affirm that

1. There is no dispute/court case regarding ownership of the Non-commercial telecasting Rights along with dubbing and subtitling in all foreign languages in respect of the Film \_\_\_\_\_. If any dispute arises as a Bidder it would be my/our duty to get objections cleared as mentioned in indemnity bond. I will also be liable to pay all the court expenses incurred by the Ministry of External Affairs.
2. The screening of the film abroad is free from any encumbrance.
3. It is further certified that the information / documents given is / are absolutely correct and complete to the best of my / our knowledge and belief and nothing has / have been concealed therein. If at any stage, the information / documents given is / are found to be incorrect, I / We shall be personally held responsible and liable to face all legal consequences apart from forfeiture/refund of EMD, performance guarantee or fixed sum paid for non-commercial screening rights.

I / We confirm as in para 1 to 3 above.

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

Date:

**ADDRESS:**

*BANNER/STAMP:*

## Annexure 7

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

### INDEMNITY BOND

This **INDEMNITY BOND** is executed by Mr./ Ms. \_\_\_\_\_

Sole proprietor or authorized signatory M/s. \_\_\_\_\_

(Name & banner with address) (Hereinafter called '**the Obligor**') in favour of Under Secretary (PD) Ministry of External Affairs at New Delhi (hereinafter called '**the Obligee**')

1. **AND WHEREAS** that the Obligor hereby declares that he is the producer / sole right holder of the feature film \_\_\_\_\_ in \_\_\_\_\_ language and is legally entitled and competent to offer the aforesaid film for sale of non-commercial screening rights abroad
2. **FURTHER** that the 'Obligor' hereby undertakes to keep the 'Obligee' indemnified against any claim, dispute, litigation, and court expenses incurred by the Obligee etc. in respect of the Non-commercial screening rights of the said film.
3. **FURTHERMORE**, that the 'Obligor' agrees to make available to the 'Obligee' all deliverables mentioned in para 3 (a) to (f) for the purpose of Non-commercial screening rights at his own expenses.
4. **FURTHER**, that in the event of any objection / claim from any party or parties against Non-commercial screening rights of the above feature film 'the Obligor' agrees and undertakes to get the objections cleared of his own claim, litigation and / or dispute.
5. **FURTHER**, that in the event of any dispute, this indemnity bond shall be subjected to the jurisdiction of appropriate Court in **New Delhi**.
6. **AND WHEREAS**, the "Obligee" has expressed his willingness to pay a fixed sum to the 'Obligor' in connection with the Non-commercial screening of the Feature film \_\_\_\_\_ in all foreign languages and formats.
7. **AND WHEREAS**, "the Obligor" has consented to accept the fixed sum.
8. **AND WHEREAS**, 'the Obligor' has approached 'the Obligee' to pay the fixed sum, 'the Obligee' has agreed to make payment of the fixed sum to 'the Obligor'.
9. **NOW THEREFORE THIS BOND WITNESSES** that in the consideration of payment of the said fixed sum by 'the Obligee' to 'the Obligor' the said Mr./ Ms. \_\_\_\_\_ of Sole proprietor or authorized signatory of M/s. \_\_\_\_\_ (Name and address) binds himself to pay the said fixed sum with interest, loss, damages and costs of all kinds whatsoever to 'the Obligee' in the event of any claim being made in respect of the said fixed sum.
10. **FURTHER**, in consideration of the aforesaid fixed sum 'the Obligor' undertakes to 'the Obligee' that all assets of 'the Obligor' both movable and immovable, will be responsible to 'the Obligee' for the said fixed sum. For the purpose of this clause, 'the Obligor' which expression unless repugnant to the context, shall mean and include his properties and heirs, executors, administrators and assignees.
11. That said Indemnity Bond is without prejudice to any other remedy that the Ministry of External Affairs, New Delhi ('The Obligee') may have against the Obligor under any law for the time being in force.

**IN WITNESS** whereof the said 'Obligor' has hereto signed at \_\_\_\_\_ (place) on this \_\_\_\_ day of \_\_\_\_\_ 2016.

**OBLIGOR**

Name, signature & Address

**WITNESS:**

Of the 1<sup>st</sup> witness \_\_\_\_\_  
Name, signature & Address

Of the 2<sup>nd</sup> witness \_\_\_\_\_  
Name, signature & Address

Details of the amount of Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh only) with this Annexure:

Date of Demand draft or Bank guarantee:

Date valid upto:

Name of Bank, branch and address:

**Signature of Bidder**

**NAME (in BLOCK LETTERS)**

Date:

**ADDRESS:**

*BANNER/STAMP :*

(a) Income Tax returns of the last three years attached as under:

- 1.
- 2.
- 3.

(b) Copies of PAN/TAN/Service Tax (As applicable) attached as under:

- 1.
- 2.
- 3.

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

Date:

**ADDRESS:**

*BANNER/STAMP :*



## **Annexure 10**

### **Affidavit**

I/We \_\_\_\_\_ affirm that I/we have carefully read the terms and conditions of the EOI notice for supply of Indian feature films for screening abroad on non-commercial basis and fully understood the same. I/we accept all the terms and conditions fully without any reservations.

**Signature of Bidder**

**NAME (in BLOCK LETTERS)**

Date:

**ADDRESS:**

*BANNER/STAMP :*

**Additional information relevant to the offer of film for screening abroad**

I/we wish to submit the following additional information relevant to the offer of film \_\_\_\_\_:

Or

I/we wish to submit that there is NO additional information relevant to the offer of film \_\_\_\_\_.

(Delete inapplicable)

**Signature of Bidder**

**NAME (in BLOCK LETTERS)**

Date:

**ADDRESS:**

*BANNER/STAMP :*

## Annexure 12

Sl. No.	Item Description	Cost (in Rs.)
1.	Rights of Movie on Kumbh Mela	
i	Dubbed/Subtitled in languages: English, French, Russian, Arabic, Spanish, Portugese and Mandarin (If available)	
ii		
iii		
2.	Deliverables	
i	High Definition (HD) Mixed Master with English subtitles.	
ii	High Definition (HD) Unmixed Master in Hard Drive in original with English subtitles.	
iii	High Definition (HD) Mixed Master with respective language subtitles.	
iv	DVD Copy of the Master - two copies.	
v	DVD in .mp4 Format of the master and subtitled versions in English - two copies.	
vi	Soft copy (Word document in CD/DVD) of approved script, cue sheet and lyrics in Hindi, English and respective foreign language offered.	
vii	One DCP(Digital Cinema Package) of film dubbed /subtitled in each respective language offered.	
viii	Blu Ray, DVDs(Original and Subtitled) of the film in respective language -two copies.	
ix	Original soundtrack of the film in a Hard Drive	
3.	Any other item	
i		
ii		
iii		
	<b>Total</b>	

*Note: Cost given in one head/sub-head will be limited to that head/sub-head only and no adjustment will be made at any cost in future.*