

**REQUEST FOR PROPOSAL (RFP) FOR
SELECTION OF SERVICE PROVIDER
FOR PRODUCTION OF SHORT FILM
AND AUDIO VISUAL ON RWD**

Rural Works Department (RWD)



GOVERNMENT OF BIHAR

Issued On October 2023

DISCLAIMER

1. The information contained in this Request for Proposal document (RFP) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP document is neither an agreement nor an offer by Rural Works Department (RWD) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
3. RWD does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for RWD to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements, which reflect various assumptions, and assessments arrived at by RWD in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtains independent advice from appropriate sources.
4. RWD will not have any liability to any prospective Consultancy Company/ Firm/ Consortium under applicable laws under central/ State government (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of RWD or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. RWD will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.
5. 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 the Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Client 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 or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.
6. RWD may in its absolute discretion, but without being under any obligation to do so, update, amend or

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supplement the information, assessment or assumption contained in this RFP

7. RWD will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that RWD is bound to select an Applicant or to appoint the Successful Applicant, as the case may be, for the consultancy and RWD reserves the right to accept / reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. RWD also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.
8. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. RWD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
9. RWD reserves the right to change / modify / amend any or all provisions of this RFP document. Such revisions to the RFP amended will be made available on the website of RWD.
10. The property and assets created/ developed by the agency will belong to RWD only. Data sharing without permission from RWD will not be permitted to the agency.

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Govt. of Bihar

Rural Works Department

Request for Proposal (RFP)

For

Selection of Service Provider for Production of Short Film and Audio Visual for Rural Works Department, Bihar.

Ref no. -

Patna/Dated-

Request for Proposal (RFP) is invited for Selection of Service Provider for Production of Short Film and Audio Visual for Rural Works Department, Bihar. The Bidding comprising of qualifying information, eligibility criteria and terms of reference, RFP and other details can be downloaded from <https://rwdbihar.gov.in/> as per schedule of dates given.

Schedule of Dates

Sl. No.	Description	Date
1	Date of issue of RFP	26-10-2023
2	Period of sale/downloading of RFP Document	From 06.11.2023, 11:00 AM IST to 22.11.2023, 3.00 PM IST
3	Pre-Bid Meeting Date/Time	13.11.2023 at 03:00 PM IST in the Conference Hall of Rural Works Department, Government of Bihar, 5th Floor, Vishweshraiya Bhawan, Bailey Road, Patna - 800015.
4	Last Date and Time for Receipt of Proposal	23.11.2023 at 3:00 PM
5	Date and Time of opening of Technical Proposal	23.11.2023 at 3:30 PM
6	Date and Time of opening of Financial Proposal	Will be informed later on.
7	Cost of RFP (Non-refundable) in the form of Demand Draft in favour of "Additional Chief Executive Officer, BRRDA, RWD" payable at Patna.	Rs 5,000/-

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8	Earnest Money Deposit (EMD) in the shape of Account Payee Demand Draft or Bank Guarantee from any Scheduled Bank in Bihar drawn/pledged in favour of "Additional Chief Executive Officer, BRRDA, RWD" payable at Patna. If the Bank Guarantee is issued from any schedule bank outside Bihar then it will have to be converted to a branch within the state of Bihar.	INR 60,000/- only (Rupees Sixty thousand only)
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2. The selection of firms would involve two stage bid system (Technical and Financial). In the first stage, technical proposal and financial proposal will be evaluated on QCBS Basis with 80:20 weightage for technical and financial scores respectively.
3. The proposal shall be submitted in English language and all correspondences would be in same language.
4. As per the Terms and Conditions of the RFP, the consultant shall perform all the duties as per the Condition TOR given in RFP along with any amendment thereof. The selection of consultant shall follow the laid down procedures given in the RFP document.
5. Cost of RFP will be Rs.5,000/- (Non-Refundable) have to be deposited by bidder in the form of bank demand draft issued from nationalized/ commercial scheduled bank in favour of "Additional Chief Executive Officer, BRRDA, RWD" payable at Patna.
6. Earnest Money Deposit (EMD) of INR 60,000 (Sixty thousand only) in the shape of Account Payee Demand Draft or Bank Guarantee from any Scheduled Bank in Bihar drawn/pledged in favour of "Additional Chief Executive Officer, BRRDA, RWD" payable at Patna. If the Bank Guarantee is issued from any schedule bank outside Bihar then it will have to be converted to a branch within the state of Bihar.
7. Original Demand Draft of Cost of RFP in the form of DD and Earnest Money Deposit (EMD) in the shape of Account Payee Demand Draft or Bank Guarantee from any Scheduled Bank in Bihar shall be placed in an envelope and must be submitted at the office of Chief Engineer-4, Rural Works Department, Government of Bihar, 5th Floor, Vishweshraiya Bhawan, Bailey Road Patna - 800015 either by registered post or by hand on and before date and time specified above in Schedule of dates, failing which the proposal will be rejected.
8. All the submitted documents shall have the signature of the consultancy firm or their authorized signatories.
9. RWD reserves the right to extend/cancel the tender (RFP) at any stage without assigning any reason thereof.
10. Corrigendum/Addendum/Corrections, if any, will be published on the website: <https://rwdbihar.gov.in/>
11. For any queries, kindly contact office of Chief Engineer-4, Rural Works Department, Government of Bihar, 5th Floor, Vishweshraiya Bhawan, Bailey Road Patna -800015. E-mail- ce4.rwd@gmail.com.

Additional Chief Executive Officer
BRRDA, RWD
4th Floor, Vishweshraiya Bhawan
Bailey Road, Patna.

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1 CONTEXT

Rural Works Department, Govt. of Bihar intends to produce a short film on the comprehensive efforts of the department in the direction of rural development. The change it has ushered in rural areas in all aspects of life. The production will be a high-class short film depicting true experiences of the beneficiaries resulting from the Rural Road development in the state. The film may employ fictional devices and should be of approximately 8–10 minutes duration.

2 SCOPE OF WORK

- a) The duration of the complete Short film is to be of 8-10 minutes.
- b) A 1-minute promotional video will also to be submitted, in addition to this a 30-Second and 10 second promotional video would also to be submitted.
- c) The film shall be based on a pre-approved story/concept/script and shall contain success stories of the life changing developmental works (Social and Economical) of the department.
- d) It should be a well written concept around which the entire film would be based.
- e) The language for dialogues and voice over and song will be in Hindi/Local languages of Bihar.
- f) Shooting must be done by high end 4K/HD camera.
- g) The project must be completed within 30 days from the release of work order.
- h) The work/ cost would include:
 1. Script & Research (Pre-production)
 2. Production
 3. Hard drives/data storage
 4. Fooding & lodging
 5. Transportation
 6. Post- Production
 7. Remuneration to cast and crew
 8. All incidental cost required for production
 9. Delivery in the format: 1 hard drive with all versions/10 DVDs (HD) & 10 Pen drives

3 ELIGIBILITY CRITERIA

- a) Intending Film Production Company/ Film producers/ Film Directors of National repute who are having experience of ten years in film production and should have produced works of fiction.
- b) The Film Production Company/ Film producers/ Film Directors should in addition have experience of making at least five short films/ Documentary films of either State or National or International

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standard. SELF DECLARATION MUST BE SUBMITTED by the Film Production Company/ Film producers/ Film Director's letterhead.

- c) Self-Attested Censor Board Film Certification for at least two films Directed or produced by the applicant must be submitted.
- d) The bidder must submit an affidavit that it has not been blacklisted by any Govt. department/ agency.

4 SELECTION TERMS

- a) RWD will select an Agency initially for a period of 90 days initially and may be extended if required.
- b) The work under this RFP is not assignable by the Selected Agency. The selected agency shall not assign its contractual authority to any other third party. The agency should not assign or sublet the work or any part of it to any other agency in any other form than defined in this RFP. If found doing so, shall result in termination of selection / work order and forfeiture of the Security Deposit. However the required services can be obtained by the Agency.
- c) In case the Selected Agency is found in breach of any condition(s) of the RFP, at any stage, legal action as per rules / laws, shall be initiated against the Agency and Security Deposits shall be forfeited, besides being liable to be debarred and blacklisted for at least three (3) years.
- d) No commitment of any kind, contractual or otherwise shall exist unless and until a Formal Written Contract / Work Order has been executed by RWD. RWD may cancel this RFP / Tender at any time.
- e) RWD, without assigning any reason can reject any bid / RFP, in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage.
- f) The decision of RWD arrived during the various stages of the evaluation of the bids is final & binding on all bidders.
- g) The onus of providing the correct information / documents lies on the Bidders. The Bidders shall ensure that all information / documents submitted by it are correct. Upon verification, evaluation / assessment, if in case, any information furnished by the Bidder is found to be false / incorrect, their total bid may be summarily rejected.
- h) Conditional bids are not acceptable and shall be summarily rejected.
- i) RWD will not be responsible for any misinterpretation or wrong assumption by the Bidders, while responding to this tender / RFP.
- j) RWD may terminate the RFP process at any time and without assigning any reason. RWD may, by written notice sent to the selected Agency; terminate the Work Order in whole or in part at any time of its convenience. The notice of termination will specify the extent to which performance of work under the Work Order and /or the contract is terminated, and the date upon which such termination

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becomes effective. RWD reserves the right to cancel the remaining part and pay the Selected Agency the amount for partially completed services by it.

- k) Selected Agency to agree with RWD for honoring all aspects of fair trade practices in executing the Work Order.
- l) In the event of a Selected Agency or the concerned Division of the Agency being taken over /bought over by another Agency, all the obligations and execution responsibilities under the agreement with RWD, should be passed on for compliance by the new agency in the negotiation for their transfer.
- m) The Selected Agency shall be solely responsible for discharge of all the legal obligations/ statutory requirements under various labor legislations as may be in force from time to time so far as the workmen engaged by him for this work are concerned. Such engaged Manpower or the Agency will have no right or claim of any kind from RWD.
- n) RWD will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus or any other funds/contribution in the scheme which the Government may make it mandatory or introduced in future. These issues must be settled between the Selected Agency and the Manpower engaged by them from time to time as per the Government rules & regulations.
- o) The responsibility of fulfilling the requirements of EPF, ESIC and other allowances of the engaged Manpower shall be of the Selected Agency. RWD shall remain indemnified of any conflict of such nature arising between the Agency and its Manpower. RWD may ask the Selected Agency to submit documentary proofs of such nature as & when needed.
- p) Outsourcing / Consortiums / Subcontracting is not allowed for the purpose of participating in this RFP. However the required services can be obtained by the agency.
- q) RWD shall remain the owner of all the content conceptualized, created, and implemented by the Selected Agency under this RFP. All intellectual property rights in the content whether intangible or intangible form shall belong to RWD and the Selected Agency has no rights to assign, license, sell, or use any content conceptualized, created and implemented under this RFP and/or accompanying Master Service Agreement to any third party under any circumstances. All the content conceptualized, created and implemented by the Selected Agency whether in tangible or intangible form shall bear relevant copyright notices in the name of RWD. The Selected Agency shall take all such appropriate legal actions to safeguard violation of RWD's intellectual property rights, if any.

5 Instructions To Bidding Agencies

5.1 Availability of RFP Document

- a) The bidders can download the RFP from the RWD organization website (<https://www.rwdbihar.gov.in>).

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- b) Prospective bidding Agencies desirous of participating in this RFP may view and download the RFP documents from the above mentioned websites.
- c) At any time prior to the last date for receipt of the bids / expression of interest, RWD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP documents by an amendment/corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.
- d) The amendment/corrigendum will be notified at the above mentioned websites, which will be binding on the prospective bidders to consider for quoting.
- e) RWD reserves the right to cancel this RFP or modify the requirement at any stage of the RFP process cycle without assigning any reasons. RWD will not be under obligation to give clarifications for doing the aforementioned.

5.2 Compliant Proposals / Completeness of Response:

- a) The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal.
- b) Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - I. Include all documentation specified in this RFP;
 - II. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - III. Comply with all requirements as set out within this RFP.
- c) Undertaking for subsequent submission of any of the required documents will not be entertained under any circumstances.

5.3 Pre-Bid Queries:

The queries should be sent to RWD in the following format (preferably in an excel file) through email at ce4.rwd@gmail.com.

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Name of the Bidder		M/s.		
Sr. No.	RFP Page No.	Relevant Section / Annexure of RFP	Relevant Content from RFP	Vendor's Query / Comment

- RWD shall not be responsible for ensuring that the Bidder's queries have been received by them. Any requests received for clarifications after the indicated date & time may not be entertained by RWD.
- RWD will endeavor to provide a complete, accurate, and timely response to all queries raised by the bidders. However, RWD makes no representation or warranty as to the completeness or accuracy of any response, nor does RWD undertake to answer all the queries that have been posed by the bidders and bidders shall not assume that their unanswered queries have been accepted by RWD.

5.4 Time Schedule

- As per "NIT".
- No bid will be accepted after the expiry of the mentioned time schedule.
- In order to allow bidders a reasonable time to take the amendments/corrigendum(s) into account in preparing their bids, RWD, at its discretion, may extend the deadline for the submission of the bid.

5.5 Bidding Cost




The bidder shall bear all costs associated with the preparation and submission of their bids. RWD will, in no case, be responsible or liable for those costs, regardless of the outcome of the RFP / Tendering / Bidding process

5.6 Right to Terminate the Process

- RWD reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of Work Order, without thereby incurring any liability to the affected Bidder or Agencies or any obligation to inform the affected bidder or Agencies of the grounds for actions taken by RWD.
- RWD makes no commitments, expressed or implied, that this process will result in a business transaction with anyone.

5.7 Fraud & Corruption

RWD requires that the Applicants (Agencies) engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s) /work order(s). RWD will reject the bid, if the Applicant (Agency) has been determined by RWD to have been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as

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follows:

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of RWD or any personnel during the tenure of work order.
- b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to RWD, and includes collusive practice among Applicants (prior to or after the proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive RWD of the benefits of free & open competition.
- c) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
- d) "Coercive practices" means harming or threatening to harm, directly or indirectly, Persons or their property to influence their participation during the period of bidding.
- e) "Collusive practices" means a scheme or arrangement between two or more Applicants with or without the knowledge of RWD, designed to establish prices at artificial, non- competitive levels.
- f) RWD may reject an application for award, if it determines that the Applicant recommended for Work Order has, directly or through an Agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for Work Order.

5.8 Language of the Bid

The Bid prepared by the Bidders, as well as all correspondence and documents relating to the Bid exchanged by the Bidders and RWD shall be written in English only. Supporting documents and printed literature furnished by the Bidders may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For the purposes of interpretation of the bid, the translation shall govern. Information supplied in another language without proper translation shall be rejected.

5.9 Rights to the content of the Bids

All bids and accompanying documentation of the proposal will become the property of RWD and will not be returned after bid opening. RWD is not restricted in its rights to use or disclose any or all of the information contained in the proposal to Experts / Consultants engaged in the evaluation of bid responses / any Law Enforcement Agency if required and can do so without compensation to the Bidders. RWD shall not be bound by any language used by the Bidders in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

5.10 Validity of the Bids

- a) The bids shall be valid for a period of 120 days from the last date of bid submission. A proposal valid for a shorter period shall be rejected as non- responsive.

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- Interested Film Production Company/ Film producers/ Film Directors with requisite experience, may submit required documents in single envelope containing two packets inside (Technical Bid and Financial Bid) as per address given below:

The Chief Engineer-4
Rural Works Department
5th Floor, Vishweshraiya Bhawan
Bailey Road, Patna-800015

The application should be made in 2 parts: technical and financial:

6.1 Technical

The technical part (Envelop 'A') of the bid should specify the overall approach to the execution of the contract, the services to be provided, the experience of the applicant in similar assignments. Self- certified proofs of the following documents should be submitted in the Technical Bid envelope A:

- I. Annexure 1 -covering letter for the bid.
- II. Annexure 2 -format for submission of technical bids.
- III. Firm's/ Individual's registration certificate.
- IV. Copy of Balance Sheet of last 3 financial years (FY 2020-21, 2021-22 and 2022-23) to prove Annual turnover of Rs. 50 lakhs in any one year in the last 3 FYs.
- V. Copy of PAN number and GST registration.
- VI. Copy of IT return for last 3 financial years (FY 2020-21, 2021-22 and 2022-23).
- VII. Annexure 6- Resources deployed in the project (List of all required resources) with their brief CV as per relevant experience and education background.
- VIII. List of the committed deliverables (Innovative Approach & Methodology Document / Presentation, its Scalability and Reporting Mechanism).
- IX. Annexure 5 - Experience of working on projects of similar nature * in last 3 financial years (FY 2020-21, 2021-22 and 2022-23).
- X. Completion Certificates from the Clients of previously completed projects during last three financial years.
- XI. Audited financial statements for the last three financial years (FY 2020-21, 2021-22 and 2022-23) Or Certificate from the Statutory Auditors.
- XII. Certificate from the HR Head /Authorized Signatory of the Bidding Agency regarding Manpower on role should be submitted.
- XIII. Experience certificate of Film festival, if any.
- XIV. Other Film making Experience certificate, if any.

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- XV. Certificate for National Awards Production Infrastructure, if any.
- XVI. An undertaking by the bidder should not have been blacklisted / Debarred declared having dissatisfactory performance with any state/ central government/ PSU organization.

Technical Evaluation Criteria:

Sr.No	Description	Supporting Documents	Maximum Marks
1.	Experience in Film production with National Film Development Corporations/Films Division/Govt. of Bihar in last 3 (three) financial years (FY 2020-21, 2021-22, 2022-23) Project cost between 0.5- 1 cr. (5 marks) Project cost between 1- 2 cr. (15 marks) Project cost more than 2 cr. (20 marks)	● Completion Certificates from the Clients	20
2.	Turnover – Annual Turnover of last 3 (three) financial years (FY 2020-21, 2021-22, 2022-23) Between 0.5-5 Crore (5 marks) Between 5- 10 crores (10 marks) Above 10 crores (20 marks)	Audited financial statements for the last three financial years. OR Certificate from the Statutory Auditors	20
3.	Manpower on role with making short film, Audio Visual, Social & Digital Media, Creative Designs capabilities Between 50 - 75 personnel (5 marks) Between 75-100 personnel (8 marks) Above 100 personnel (10 marks)	Certificate from the HR Head /Authorized Signatory of the Bidding Agency Should be submitted	10
4.	Presentation on Proposed Plan Problem Statement: Create short film and Audio Visual / Outreach Plan and Strategy for RWD	● Innovative Approach & Methodology Document / Presentation, its Scalability and Reporting Mechanism	20
6.	National Awards Production Infrastructure (In House editing studio and audio posting facility)		10
7.	Experience of Film Festival		10
8.	Other film making experience		10

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6.2 Financial Bid

The financial offer of only the agencies who will technically qualify shall be opened and evaluated. The cost sheet comprising the financial offer should be filled in on the agency letterhead and sent in a separate envelope marked 'B' (should be sealed and super scripted as "PRODUCTION OF SHORT FILM FOR RWD "). The financial bid format is enclosed as Annexure 4.

Procedure for opening the bids

- i. RWD shall open the technical packets on date and time as mentioned in this document, the Technical Bids of only those bidders whose tender fee is found to be in order will be technically evaluated. Bidder's representative can remain present during the bids opening process.
- ii. Financial Bids of only technically qualified bidders will be opened on a date and time duly notified to them by RWD. One of their representatives can remain present during the financial bid opening session.

6.3 Technical Bid evaluation

- i. The opened technical bids shall be evaluated by a Technical Evaluation Committee (TEC).
- ii. To ensure bidders eligibility and technical capabilities as per the tender terms and condition, the TEC may call for additional information from the bidders and/or visit the bidder's premises. In such a case the concerned bidder has to supply the information within the time given by the TEC failing which the bid can be rejected. No representation of any kind would be entertained from the bidder.
- iii. The bidders whose tender fee is in order and fulfill the Eligibility Criteria must give a technical presentation for the production of Short Film and Audio Visual. All expenses for this purpose, and also for the preparation of documents and prototype short film will be borne by the bidders.
- iv. Technical evaluation will be based on different aspects described in Technical Bid criteria Table. On the basis of technical evaluation, the agencies securing minimum 60 marks will be considered as technically qualified and the financial packets of only these agencies will be opened. The total of technical and financial evaluation (as per Evaluation formula) will determine the selection of the bidder for the job.
- v. The selected bidder shall perform the assignments and carry out their obligation with due diligence and efficiency, in accordance with generally accepted techniques and practice used in the industry. It shall employ appropriate advance

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technology and safe and effective equipment, machineries, materials and methods. RWD reserves the right to inspect the performance of the bidder prior to commencement or in between the work progress. The inspection may cover all areas related to the assigned work order, especially methodology, manpower, infrastructure etc. RWD reserves the right to cancel the work order issued to the bidder at any time including the time after the completion of the assigned work without assigning any reason. In case the work order is cancelled than the cost incurred will be borne by the bidder and under no circumstances the bidder shall be eligible for any payment or damages from RWD.

vi. Evaluation: Calculation of the most advantageous offer

- a) The quality of the deliverable would be paramount and no compromise on quality is admissible.
- b) The selection would be based on the quality of proposals hence only technical proposals would be evaluated.
- c) Financial proposal of only the technically qualified proposals conforming to the requirements would be evaluated.
- d) The firms would be required to provide innovative ideas for the requirements of the department.
- e) The selected bidder would be invited for the contract negotiation.

6.4 Evaluation Formula

The Consultancy firm is to be selected under Quality and Cost Based Selection (QCBS). The Formula for determining the Financial Scores is to be calculated as per the following:

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price quoted among all responsive bidder, and "F" the price of the proposal of bidder under consideration.

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

T = 0.8 i.e. (80%), and

P = 0.2 i.e. (20%)

The Final Scores was calculated as per the following formula:

$$S = St * T\% + Sf * P\%$$

Where, S is Combined Final Score.

St is Technical Score.

Sf is Financial Score.

T is weightage given to Technical Score.

P is weightage given to Financial Score.

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7 PERFORMANCE BANK GUARANTEE (PBG)

- a) All incidental charges whatsoever such as premium; commissions etc., with respect to the Performance Bank Guarantee (PBG) shall be borne by the Agency. The PBG may be discharged/ returned by RWD upon being satisfied that there has been due performance of the obligations of the Agency under the Work Order. However, no interest shall be payable on the security deposit or PBG. The bidder shall submit PBG within 15 days from the issue of Work Order as per Annexure 7. The PBG should remain valid for a period of 60 days beyond the date of completion of the project. The PBG will be 5 % (five percent) of the value of the Work Order.
- b) The selected Agency shall be responsible for extending the validity date and claim period of the PBG as & when it is due on account of non-completion of the Work Order. In case the selected Agency fails to submit PBG within the time stipulated, RWD at its discretion may cancel the Work Order placed on the selected Agency without giving any notice. RWD shall invoke the PBG in case the selected Agency fails to discharge their Work Order obligations during the period.

8 TERMINATION OF CONTRACT

RWD may, terminate Work Order by giving the Selected Agency 10 (Ten) days prior and written notice indicating its intention to terminate the contract under the following circumstances:

- a) RWD is of the opinion that there has been such an event of default on the part of the Selected Agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the Selected Agency to respect any of its commitments with regard to any part of its obligations under Work Order.
- b) The Selected Agency has failed to commence the provision of Services, or has without any lawful excuse under these conditions suspended the work for 10 (Ten) days consecutive days.
- c) In the event of the quality of the Staffing Personnel and/or services as per the Scope of work under the work order not found acceptable by RWD.
- d) The Selected Agency has neglected or failed to observe and perform all or any of the terms acts, matters or things under work in order to be observed and performed by it.
- e) The Selected Agency has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of RWD.
- f) The Selected Agency has been declared insolvent/bankrupt.

9 CONSEQUENCES OF TERMINATION

- a) RWD shall have the right to carry out the unexecuted portion of work either by itself or through

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selecting another Agency.

- b) In the event of termination of this Contract, RWD shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Selected Agency shall be obliged to comply with.
- c) In the event that the termination of the Contract / Work Order is due to the expiry of the terms of this Work Order, a decision not to grant any (further) extension by RWD, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Selected Agency, the Selected Agency herein shall be obliged to provide all such assistance to the Successor or any other Person as may be required by RWD.
- d) Where the termination of the Contract / Work Order is prior to its stipulated term on account of a default on the part of the Selected Agency or due to the fact that the survival of the Selected Agency as an independent corporate entity is threatened/has ceased, RWD shall pay the Selected Agency for that part of the Services which have been authorized by RWD and satisfactorily performed by the Selected Agency up to the date of termination. Without prejudice on any other rights, RWD may retain such amounts from the payment due and payable by RWD to the Selected Agency as maybe required to offset any losses caused to RWD as a result of any act/omissions of the Selected Agency.
- e) RWD may take possession of the works and all deliverables of the Selected Agency and use or employ the same for completion of the work or employ any other Selected Agency or other Person to complete the works. The Selected Agency shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other selected Agencies or other Persons employed for completing and finishing or using such deliverables.
- f) When the Contract / Work Order is terminated by RWD for all or any of the reasons mentioned above, the selected Agency shall not have any right to claim compensation on account of such termination.

10 PENALTY

- a) The successful bidder shall not refuse to accept RWD work order under any pretext. The work order can be collected from RWD office or if convenient to the bidder, it can be mailed to them. The bidder shall start the work within 10 days of the date of the work order.
- b) For three recurrences of default in the discharge of service obligation, RWD would be free to forfeit the defaulting bidder's security deposit, revocation of bank guarantees and/or termination of the contract for default.

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- c) If at any time during performance of the work order, the bidders encounters condition impeding timely performance of the ordered service, the bidder shall promptly notify RWD in writing of the fact of the delay, its likely duration and its cause(s).

11 PAYMENT TERMS

- a) Payment will be made only after satisfactory completion of work against the desired milestones as set by RWD. Payment shall be subject to deduction of any amount for which the bidder is liable as per the penalty clause of this tender document.
- b) All payments to the selected Agency shall be made subject to deduction of applicable penalty and TDS (Tax deduction at Source) as per the income Tax Act / GST, and other taxes, if any, as per Government of India rules. All payments will be made through CFMS only on receipt of the Invoices.

12 CONFIDENTIALITY AND SECURITY

- a) The selected Agency and its Personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of RWD or its clients without the prior written consent of RWD.
- b) The selected Agency will ensure that no information about the software / hardware / policies of RWD etc., is taken out in any form including electronic form or otherwise, by the manpower posted by them.
- c) Additionally, the selected Agency shall keep all the details and information confidential with regards to the projects, including systems, facilities, operations, management and maintenance of the systems/facilities.
- d) RWD shall retain all rights to prevent, stop and if required take the necessary punitive action against the selected Agency regarding any forbidden disclosure.
- e) For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
- I. Information already available in the public domain;
 - II. Information which has been developed independently by the selected Agency;
 - III. Information received from a third party who had the right to disclose the aforesaid information;
 - IV. Information which has been disclosed to the public pursuant to a court order.
- f) Any handover of the confidential information needs to be maintained in a list, containing at the very minimum, the name of the Providers, Recipients, dates of generation and handing over of the data, modes of information, purposes and signatures of both the parties.
- g) Notwithstanding anything to the contrary mentioned hereinabove, the selected Agency shall have the right to share the Letter of Intent / Work Order provided to it by RWD in relation to this Agreement, with its prospective purchasers solely for the purpose of and with the intent to evidence and support of its work experience under this agreement.

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13 INDEMNIFICATION & LIMITATION OF LIABILITY

- a) The selected Agency (the "Indemnifying Party") shall undertake to indemnify, hold harmless RWD, (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this agreement.
- b) If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
- c) Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by

- I. Indemnified Party's misuse or modification of the service;
- II. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
- III. Indemnified Party's use of the service in combination with any product or information not owned or developed by Indemnifying Party;

However, if any service, information, direction, specification or materials provided by Indemnified Party or any third Party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either

- I. Procure the right for Indemnified Party to continue using it
- II. Replace it with a non-infringing equivalent
- III. Modify it to make it non-infringing.

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

- d) The indemnities set out above, shall be subject to the following conditions:
- I. The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - II. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and Personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in

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such defense;

- III. If the Indemnifying Party does not assume full control over the defense of a claim as provided in this article, the Indemnifying Party may participate in such defense at its sole cost & expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses;
 - IV. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
 - V. All settlements of claims subject to indemnification under this clause will:
 - i. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim
 - ii. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
 - VI. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
 - VII. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such claims or proceedings;
 - VIII. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
 - IX. If a Party makes a claim under the indemnity set out above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).
- e) The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to agreement, including the work, deliverables or services covered by this agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under agreement. The liability cap given under this clause shall not be applicable to the indemnification obligations set out above.
- f) In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set-forth in above) even if it has been advised of their possible existence.

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




14 FORCE MAJEURE

Neither Party shall be liable or responsible for any failure to perform or delay in performance of their respective obligations hereunder if such failure or delay is due or attributable to or arises out of any Force Majeure event, provided written notice of occurrence of any Force Majeure event is given by the affected Party to the other Party within a period 72 hours of such occurrence and such notice includes reasonably satisfactory evidence of the Force Majeure event. A Force Majeure event shall mean an event that is not within the reasonable control of the Party whose performance is affected thereby and without prejudice to the generality of the foregoing, shall include but not limited to the following events;

- i. Civil disturbance,
- ii. Breach of peace,
- iii. Declared or undeclared war,
- iv. Act of interference or action by military authorities,
- v. Terrorist acts, Sabotage,
- vi. damage by the elements,
- vii. Riot or disorder,
- viii. Act of God (i.e. fire, frost, flood, earthquake, storm, lightning or epidemic); Quarantine, and
- ix. Change in law rendering the performance of a Party's obligations impossible (excluding any change in taxation laws);
- x. Revocation of applicable Government licenses acts or omissions of competent Government Authorities or its authorised security operatives.

15 ARBITRATION

RWD and bidder will make every effort to resolve amicably, by direct negotiation, if any disagreement or dispute arises between them under or in connection with the work order. If any dispute is not resolved amicably, then such dispute or difference shall be referred to a mutually acceptable sole arbitrator. The outcome of the arbitration shall be binding upon all parties involved. The Indian Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment)

For RWD By   

Act, 2015 or any statutory modification or reenactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings. The seat of arbitration will be Patna, Bihar.

16 APPLICABLE LAW

The bidders shall be governed by the law and procedures established by Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such financial dealings/processing.

17 SPECIAL CLAUSE

The master copies of the produced film and it's trailers /teasers versions of 60/30/10 seconds, songs will be the sole property of RWD which would not be used by the bidder in any form without permission from RWD.

18 TENDER DOCUMENT

The Tender Document can be collected from the office of **The Chief Engineer-4, RWD** on payment of Rs.5000/- in a DD drawn in favour "**Additional Chief Executive Officer, BRRDA , RWD**" payable at Patna. It can also be downloaded from the official website of RWD (<https://www.rwdbihar.gov.in>).

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ANNEXURE 1 -COVERING LETTER FOR THE BID

(To be submitted on the letterhead of the bidder)

To

Chief Engineer-4 (HQ)

Rural Works Department

5th Floor, Vishweshraiya Bhawan

Bailey Road, Patna - 800001

Subject: Submission of Bid for RFP / Tender No. ----




Sir,

This is to notify us that our company is submitting a bid in response to RFP / Tender No..... for Selection of Agency for Production of Short Film and Audio Visual on RWD . Primary & Secondary contact for our company are as follows:

	Primary Contact	Secondary Contact
Company Name		
Name		
Title		
Address		
Phone / Mobile		
E-Mail		

We are responsible for communicating to the RWD in case of any change in the Primary or/and Secondary contact information mentioned above. We shall not hold RWD responsible for any non-receipt of bid process communication in case such change of information is not communicated and confirmed with RWD on time.

By submitting the proposal, we acknowledge that we have carefully read all the sections of this RFP / tender document including all forms, schedules and appendices hereto, and are fully informed of all existing conditions and limitations. We also acknowledge that the company is in agreement with terms and conditions of the RFP and the procedure for bidding, evaluation and selection.

B. Pr   

We have enclosed the Bid Security Declaration as per the RFP conditions and I/We understand that on violation of the declaration, I/We may be penalized with suspension for participation in future for a period of up to one year in accordance with the provisions of RFP / tender documents.

We confirm that information contained in this response or any part thereof, including documents and instruments delivered or to be delivered to RWD are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead RWD in its evaluation process. We fully understand and agree that on verification, if any of the information provided here is found to be misleading the evaluation process or results in unduly favors to our company in the evaluation process, we are liable to be dismissed from the selection process or termination of the contract during the work order with RWD.

We understand that you are not bound to accept the lowest or any bid you may receive.

It is hereby confirmed that I / We are entitled to act on behalf of our corporation / company / firm / organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours sincerely,

On behalf of [bidder's name]

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Place:

Date:

R B M Z 6

ANNEXURE 2 -FORMAT FOR SUBMISSION OF TECHNICAL BIDS

Technical Bid Covering Letter

To,

<Location, Date>

Chief Engineer-4 (HQ)
Rural Works Department
5th Floor, Vishweshraiya Bhawan
Off-Bailey Road, Patna – 800001

Subject: Submission of the technical bid for selection of service provider for Production of Short Film and Audio Visual on RWD

Sir,

The undersigned, on behalf of [give the name of firm], offers to provide services for [Insert title of Assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our technical proposal.

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

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

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

Yours sincerely,


(Authorized Signatory)

(Name, Designation, Address, Contact Details, Seal, Date)

Re. Pr. M. J. G.

ANNEXURE 3 -BIDDER DETAILS

S.NO.	Particular	Description
1.	Name of the Production company /organization /firm	
2.	Details about office of the agency Address Phone no.: E-mail ID: Website: Contact Person: Mobile no. and contact person:	
3.	Profile and track organization/ firm record of the company/	
4.	Details of registered office of the company/ organization/ firm and contact person	
5.	PAN no. (copy to be attached)	

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ANNEXURE 4 -FORMAT FOR SUBMISSION OF FINANCIAL BID

S.No	Particulars	Amount (Rs.)
1.	a) Script & Research (Pre- production) cost	
	b) Production cost	
	c) Raw stock cost	
	d) Fooding & lodging cost	
	e) Transportation cost	
	f) Post- Production cost	
	g) Remuneration cost	

Total Cost including all applicable taxes.

Signature & Seal of the Bidder (with Date)

B. P. S. 22 6

ANNEXURE 5 Experience of working on projects of similar nature in last three (3) financial years (FY 2020-21, 2021-22, 2022-23)

Sr. No.	Name of the Work / Project	Name of the Client	Duration		Amount	Documents Attached <Please also specify the page nos.>
			Start Date	End Date		

*Similar nature means Film production, Animation movie, Short movie etc with National Film Development Corporations/Films Division/Govt. of Bihar.

ANNEXURE 6-Resources deployed in the project (List of all required resources)

Sr.No	Name of the Professionals	Age	Sex	Qualification	Relevant Experience

Dr. S. J. C.

**ANNEXURE 8 - FORM OF PERFORMANCE BANK GUARANTEE APPLICABLE EQUIVALENT TO 5%
OF THE IMPLEMENTATION COST**
(Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Beneficiary: *[insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[Insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *_ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.


At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*_____*) *[insert amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.


p *by B J Bl. 6*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

Prashant Kumar
26/10/23
Prashant Kumar
(Assistant Engineer, RWD)



28/10/2023
Anurag Kumar
(Assistant Engineer, RWD)



28/10/23
Arvind Kumar
(Superintendent Engineer, RWD)


Barun Kumar
(Assistant Engineer, RWD)


Gopal Krishna Thakur
(Executive Engineer, RWD)

(Assistant Engineer, RWD)
SriPrakash
(Chief Engineer-02, RWD)


26/10/23
Nirmal Kumar
(Chief Engineer-03, RWD)


Khalikujjma
(Chief Engineer-01, RWD)


Bhagwat Ram
(Chief Engineer-04 (HQ), RWD)


Amrendra Kumar Sinha
(Engineer-in-Chief, RWD)

Sanjay Dubey
(Special Secretary, RWD)