



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj



Invitation to E-Tender

Request for Proposal (RFP)

for

Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

Tender Notice No.: Filmcity/02/2024-25

Date of Issue: 09/08/2024

Tender Fee: INR 41,300 (Inclusive of GST)

Issued by:

Maharashtra Film, Stage & Cultural Development Corporation Ltd.

Address- Dadasaheb Phalke Chitranagari, Goregoan East – 400065

Tel No – 9702270821

Website- <https://www.filmcitymumbai.org>

Email: promfscdc@gmail.com



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

Table of Contents

1.	Invitation for Proposal.....	5
1.1.	Disclaimer.....	5
1.2.	Abbreviations.....	6
1.3.	Key Terms & Definitions.....	7
1.4.	Tender Notice.....	8
1.5.	Tender Schedule.....	9
1.6.	Invitation for Bids.....	10
2.	Instructions to Bidders.....	12
2.1.	Introduction of MFSCDC Ltd.....	12
2.2.	Purpose.....	12
2.3.	Consortium, Sub-Contracting or Joint Ventures.....	12
2.4.	Completeness of Response.....	13
2.5.	Proposal Preparation Costs.....	13
2.6.	Amendment of RFP Document.....	13
2.7.	Supplementary Information to the RFP.....	14
2.8.	MFSCDC LTD.'s right to terminate the process.....	14
2.9.	Earnest Money Deposit (EMD).....	14
2.10.	Authentication of Bid.....	14
2.11.	Language of Bids.....	14
2.12.	Bid Submission Format.....	14
2.13.	Bid Submission Instructions.....	15
2.14.	Late Proposal and Proposal Validity Period.....	16
2.15.	Modification and Withdrawal of Proposals.....	16
2.16.	Non-conforming Proposals.....	16
2.17.	Acknowledgement of Understanding of Terms.....	16
2.18.	Bid Opening.....	16
2.19.	Evaluation Process.....	17
2.20.	Pre-Qualification Criteria.....	17
2.21.	Technical Qualification Criteria.....	20
2.22.	Evaluation of Proposal.....	23
2.23.	Evaluation of Technical Proposals.....	23
2.24.	Commercial Evaluation.....	23
2.25.	Award of Contract.....	24
2.26.	Contract Period.....	25



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

2.27.	Security Deposit.....	25
2.28.	Bid Prices	25
2.29.	Bid Currency.....	25
2.30.	Signature.....	25
2.31.	Correction of errors.....	25
2.32.	Corrections to Arithmetic errors	26
2.33.	Disqualification.....	26
3.	Scope of Work.....	27
3.1.	Overview	27
3.2.	General terms and conditions	27
3.3.	Copyright.....	28
3.4.	Indemnity.....	28
3.5.	Project Timeline and Payment.....	28
3.6.	Special Clause:.....	29
3.7.	Penalty.....	29
3.8.	Exit Management	29
4.	General Conditions of Contract.....	30
4.1.	Governing Law.....	30
4.2.	Confidential Information	30
4.3.	Change in Laws and Regulations	30
4.4.	Force Majeure.....	30
4.5.	Change Orders and Contract Amendments	30
4.6.	Settlement of Disputes.....	31
i.	Performance of the contract.....	31
ii.	Arbitration.....	31
iii.	Extensions of Time.....	31
4.7.	Termination.....	31
4.7.1.	Termination by MFSCDC Ltd.....	31
4.7.2.	Termination by Bidder	32
4.7.3.	Payment upon Termination	32
4.8.	Assignment	32
4.9.	Other Conditions.....	33
4.10.	Delays in Bidder's Performance.....	33
4.11.	Bidder's Integrity.....	33
4.12.	Bidder's Obligation.....	33
4.13.	Corrupt or Fraudulent Practices.....	33



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

4.14.	Interpretation of The Clauses in The Bid Document / Contract Document	33
5.	Guidelines for Pre-Qualification	34
6.	Guidelines for Technical Proposal.....	40
7.	Guidelines for Financial Proposal.....	45
8.	ANNEXURES	49
	Annexure A: Format for “Request for Clarification”.....	49
	Annexure B: Format for Declaration by the bidder for not being Blacklisted /Debarred	50
	Annexure C: Format for Security Deposit.....	51
	Annexure D: Creative Team.....	52
	Annexure E: Financial Declaration of Bidder	53
	Annexure F: Previous Experience.....	55
	Annexure G: Declaration of Submission of Film.....	56
	Annexure H: Name and Details of the person to whom all references shall be made regarding the RFP...	57
	Annexure I: Consortium Declaration.....	58



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

1. Invitation for Proposal

1.1.Disclaimer

This Request for Proposal (RFP) for “**Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj**” is issued by **Maharashtra Film, Stage & Cultural Development Corporation Ltd.**

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither MFSCDC Ltd., nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed RFP or make any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of MFSCDC Ltd. It does not purport to contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed MFSCDC Ltd. Project, the regulatory regime which applies thereto and by and all matters pertinent to the MFSCDC Ltd. Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the MFSCDC Ltd. Project. MFSCDC Ltd. shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

MFSCDC Ltd. shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of MFSCDC Ltd. in selecting the Bidder who qualifies through this RFP shall be final and MFSCDC Ltd. reserves the right to reject any or all the bids without assigning any reason thereof. MFSCDC Ltd. further reserves the right to negotiate with the selected agency to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.

MFSCDC Ltd. may terminate the RFP process at any time without assigning any reason and upon such termination MFSCDC Ltd. shall not be responsible for any direct or indirect loss or damage arising out of such a termination.



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

1.2. Abbreviations

Abbreviation	Description
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
GCC	General Contract Conditions
GoM	Government of Maharashtra
ITB	Instructions to bidder
LOA	Letter of Award
MFSCDC Ltd.	Maharashtra Film, Stage & Cultural Development Corporation Ltd.
NDA	Non-Disclosure Agreement
BG	Bank Guarantee
PDF	Portable Document Format
RFP	Request for Proposal
SD	Security Deposit
SLA	Service Level Agreement
TEC	Tender Evaluation Committee
TCV	Total Contract Value
TEC	Tender Evaluation Committee
ULB	Urban Local Body
DC	Data Centre



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

1.3.Key Terms & Definitions

Term	Definition
Bid / Proposal	This means the documents in their entirety comprising of the Technical and Commercial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder, in response to the RFP, and accepted by MFSCDC Ltd.
Bidder(s)/Agency	Business Organization/Firm who shall Conceptualise, Shoot, Edit and Produce films for MFSCDCL.
Bidder's Representative	The person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and execution of Project.
Authority/ Corporation	This means Maharashtra Film, Stage & Cultural Development Corporation Ltd. (MFSCDC Ltd) .
Business Day	This means any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra).
Day	A period of 24 hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be deemed to be the calendar day applicable to India.
Deliverables	The documents, milestones and activities related to the setting up and operations of Project in MFSCDC Ltd, as defined in the RFP.
EMD/ Bid Security	This refers to the amount to be deposited by the Bidders to MFSCDC Ltd to demonstrate commitment and intention to complete the process of selection of Bidder for implementation in MFSCDC Ltd.
End of Contract	This refers to the time when the Contract Period has ended.
RFP/ Tender	This means the Request for Proposal released, containing the technical, functional, commercial and operational specification.
Contract	This shall mean the deed to contract, together with its original accompaniment and those latter incorporated in it by mutual consent.
Selected Bidder/Successful Bidder/Shortlisted Bidder	This shall mean the successful Bidder whose tender has been accepted, and who has been authorized to proceed with the Work.



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

1.4.Tender Notice

TENDER NOTICE

Tender Reference No: Filmcity/02/2024-25

Date: - 09.08.2024

MFSCDC Ltd., invites sealed tenders in Three bid system (Pre-qualification, Technical qualification bid and Financial bid) from reputed experienced professional organizations for “**Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj**”. MFSCDC Ltd. intends to solicit technical and commercial bid from prospective Bidders. The prospective firms may download the tender document from website <https://mahatenders.gov.in> from 09.08.2024 05:00 PM. For complete details & formats of e-tender can also be obtained from website <https://mahatenders.gov.in> / www.filmcitymumbai.org .

Tender form fee payment of **INR 35,000 + GST (non-refundable) = INR 41,300 /-** by payment gateway online. No brokers/intermediaries shall be entertained. The MFSCDC Ltd. reserves the right to reject any/all applications without assigning any reasons whatsoever.

DISCLAIMER

1. Detailed timetable for the various activities to be performed in e-tendering process by the tenderer for quoting their offer is given in these tender documents under "**TENDER SCHEDULE**". Bidder should carefully note down the cut of dates for the carrying out each e-tendering process/activity. Bidder is advised to check website <https://mahatenders.gov.in>/ www.filmcitymumbai.org for updates in schedule.
2. Every effort being made to keep the website up to date and running smoothly 24 x 7 by the MFSCDC Ltd. and the service provider. However, MFSCDC Ltd. takes no responsibility, and will not liable for the website being temporarily unavailable due to any technical issue at any point of time.
3. In the event MFSCDC Ltd. will not liable and responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this website, it includes all associate service, or due to such unavailability of the website or any part thereof or any contents or any associate services.
4. The tenderers must follow the timetable of e-tendering process and get their activities of e-tendering process done well in advance to avoid any inconvenience due to unforeseen technical problems, if any.
5. MFSCDC Ltd. will not be responsible for any incomplete activity of e-tendering process of the renderer due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the court of law.
6. Bidder must get done all the e-tendering activities well in advance.



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

1.5.Tender Schedule

Sr. No	Particulars	Date
1	Tender Publish	09.08.2024 5:00 PM
2	RFP Document Download	09.08.2024 05:00 PM
3	Last date of submission of Pre-Bid Queries	14.08.2024 11:00 AM
4	Pre-Bid Meeting	14.08.2024 12:00 PM
5	Last date of Bid Submission	23.08.2024 5:30 PM
6	Pre-Qualification Opening	28.08.2024 11:30 AM
7	Technical qualification Opening	Will be informed Later
7	Commercial Bid Opening	Will be informed Later

Note:

- 1) Earnest Money Deposit: - **Rs. 6,00,000/- (Rupees Six Lakhs only)** through online payment gateway mode available on <https://mahatenders.gov.in>
- 2) All eligible/interested Bidders are required to be enrolled on portal <https://mahatenders.gov.in> before downloading tender documents and participate in e-tendering. Bidders are requested to contact on following telephone number in case of any doubts/ information/difficulty regarding online enrolment or obtaining digital certificate 0120-4001 002 || 0120-4200 462 || 0120-4001 005 || 0120-6277 787
- 3) Bidders should submit tender related document online only.
- 4) Other instructions can be seen in the tender document. All rights to accept/reject any/all bids is reserved by MFSCDC Ltd. only.
- 5) The electronic tendering system for MFSCDC Ltd. will be available on separate sub-portal with URL <https://mahatenders.gov.in> as part of the Electronic Tendering System of Government of Maharashtra which is available on the portal <https://mahatenders.gov.in>



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

1.6. Invitation for Bids

- 1) MFSCDC Ltd. hereby invites proposals from reputed, competent and professional companies, who meet the minimum eligibility criteria as specified in this bidding document “**Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj**”
- 2) The complete bidding document shall be published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee and EMD through e-Tendering Online Payment Gateway mode which is available on <https://mahatenders.gov.in>.
- 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying Master System Integrator (MSI) such as Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 4) Bidders are also advised to refer “Bidders Manual Kit” available on <https://mahatenders.gov.in> for further details about the e-tendering process.
- 5) Bidders are advised to study this bidding document carefully before submitting their proposals in response to this RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

The summary of details with regard to this invitation of bids are listed in the table below: -

S No	Items	Description
1.	Tender Reference No.	Filmcity/02/2024-25
2.	Name of the Project	Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj
3.	RFP Document Download Start / End Date & Time	Start Date: 09.08.2024 05:00 PM End Date: 23.08.2024 05:30 PM Please visit the below mentioned e-Tendering website https://mahatenders.gov.in
4.	Last date to send in requests for clarifications	14.08.2024 11:00 PM All the queries should be received on or before through email only with subject line as follows: “Pre-Bid queries - <Agency’s Name>”. The queries should be submitted as per the format in Excel The Pre-Bid queries to be sent to the Email Id: promfscdc@gmail.com



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

S No	Items	Description
5.	Pre-Bid Meeting Address	14.08.2024 12:00 PM Maharashtra Film, Stage & Cultural Development Corporation Ltd. Address- Dadasaheb Phalke Chitranagari, Goregoan East – 400065 Tel No – 9702270821 Website- https://www.filmcitymumbai.org Email: promfscdc@gmail.com
6.	Tender Fee to be paid via Online Payment Gateway mode only.	INR 35,000 /- + GST (INR 41,300 /-) via Online payment mode only
7.	Date Time and Place of opening of Pre-Qualification Proposals	28.08.2024 11:30 PM
8.	Date Time and Place of opening of Technical Proposals	Will be informed later
9.	Date Time and Place of opening of Financial / Commercial Proposals	Will be intimated later to the technically qualified bidders
10.	Earnest Money Deposit (EMD) to be paid via Online Payment Gateway mode only.	Earnest Money Deposit will be INR 6,00,000/- (Rupees Six Lakhs only) will be paid through Online e-Tendering Payment Gateway mode.
11.	Security Deposit	10 % of Total Contract Value (TCV) of for the contract period in form of Bank Guarantee from Nationalized or Schedule commercial bank payable in Mumbai. The security deposit shall be valid for a period of 06 months beyond contract period. It should be submitted within 5 (five) working days from the receipt of Letter of Intent towards award of the contract for due and proper fulfilment of bid document conditions. (Format is enclosed at Annexure C)
12.	Last date for signing contract	As intimated in work order of MFSCDC Ltd.
13.	Bid Validity Period	180 days from the date of opening of commercial bid.
	Contact Person Maharashtra Film, Stage & Cultural Development Corporation Ltd. Address- Dadasaheb Phalke Chitranagari, Goregoan East – 400065 Tel No – 9702270821 Website- https://www.filmcitymumbai.org Email: promfscdc@gmail.com	

Note: Prospective Bidders may visit MFSCDC Ltd. Administrative Office for any further information / clarification regarding this RFP on prior appointment during working hours till the date of technical bid submission.



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

2. Instructions to Bidders

2.1. Introduction of MFSCDC Ltd.

MFSCDC Ltd. was Conceptualized in 1977, one of India's leading-edge film studio complexes, with blockbusters and super-mega-blockbuster films in its dossier, Film City spans over 521 acres of scenic delight. From small-scale production activities to larger-than-life cinematic wonders, to hosting international award ceremonies, Film City makes for a resourceful proprietor.

Located in the lush-green heart of Mumbai, easy-access, we offer an exclusive combination - no matter the scale of your production well-organized support staff, and pretty much everything to make movie-making seamless. It has natural sites such as mountains, lakes, in addition to 15 studios & more than 50 outdoor locations and new locations within its boundaries.

MFSCDC Ltd. organization setup is as under:

Particulars	Numbers (approx..)
Acre in Mumbai Space for Shooting	521
Highend Studios	15
LOT Space	100
Ready To Use Sets	40
Per Day Shooting Capacity	55
Clients	25750

For over 40 years, the iconic Mumbai Filmcity is a home to over 2000+ feature films, 6000+ television series, and countless commercials. Our beloved production lot was 'revived' with the vision of celebrating its iconic history while modernizing its soundstages and production facilities for the future.

2.2. Purpose

MFSCDC Ltd. hereby invites Proposals from reputed, competent and professional companies, who meet the minimum eligibility criteria as specified in this bidding document for the “**Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj**” This document provides information to enable the bidders to understand the broad requirements to submit their bids. The detailed scope of work is provided in **Section 3** of this RFP document.

2.3. Consortium, Sub-Contracting or Joint Ventures

The Bidders are allowed to form Consortium / Joint Venture (JV) subject to the following conditions:

- The number of consortium members cannot exceed Three (3), including the lead bidder.
- The lead bidder should have the majority stake in the project; stake being calculated from the detailed roles and responsibilities defined for the consortium and as declared in the proposal.
- Only the lead bidder will submit the proposal and sign the contract/agreement with MFSCDCL.
- All the members of consortium shall be jointly and severally responsible for the execution of the contract.
- In case of a consortium bid, the lead member would need to submit the consortium declaration in the format provided in Annexure of the tender. The lead bidder would also need to submit the Agreement between the consortium members for the contract clearly indicating their scope of work and relationship. Such Agreement should be prepared on a stamp paper of requisite value and is required to be submitted along with the pre-qualification proposal. In the event that the lead bidder does not



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

submit the declaration it will be considered as an individual bid.

- All the signatories of the consortium agreement shall be authorized by a power of attorney signed by the respective managing director of bidder duly authorized by board resolution of the companies.
- Each consortium member shall execute and submit along with the pre-qualification proposal, a registered power of attorney in the format provided in Annexure, of the tender in favour of the lead bidder which shall inter-alia, authorize the lead bidder to act for and on behalf of such member of the consortium and do all acts as may be necessary for the performance under the contract.
- The consortium agreement shall provide at least the following information in respect of the consortium members that the lead bidder will engage to provide any of the services required under this tender.
 - Brief description of nature of products/services to be provided by consortium member
 - Head and branch offices (if responsible for work under the contract) (provide mailing addresses, phone, fax and email)
 - Date, form and state of incorporation of consortium member
 - Company principals (name, title and business address)
 - The consortium agreement concluded by the lead bidder and consortium member(s) should also be addressed to the MSRLM. clearly stating that the agreement is applicable to the contract executed out of this tender and shall be binding on them for the contract period. Notwithstanding the agreement, the responsibility of co-ordination and smooth execution of job under the contract will be with the lead bidder.
 - The lead bidder shall be solely liable to and responsible for all obligations towards the MSRLM. for performance of works/services including that of its partners/associates under the contract.

No Sub-contracting will be allowed.

2.4. Completeness of Response

The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD.

2.5. Proposal Preparation Costs

1. The bidder shall submit the bid at its cost and MFSCDC Ltd. shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over MFSCDC Ltd. and MFSCDC Ltd. shall be at liberty to cancel any or all bids without giving any notice.
2. All materials submitted by the bidder shall be the absolute property of MFSCDC Ltd. and no copyright/patent etc. shall be entertained by MFSCDC Ltd.

2.6. Amendment of RFP Document

1. All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.
2. The Bidders are advised to visit the e-Tendering Portal on regular basis to check for necessary updates. The MFSCDC Ltd. also reserves the right to amend the dates mentioned in this RFP.



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

2.7. Supplementary Information to the RFP

If MFSCDC Ltd. deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

2.8. MFSCDC LTD.'s right to terminate the process

MFSCDC Ltd. may terminate the RFP process at any time and without assigning any reason. MFSCDC Ltd. reserves the right to amend/edit/add/delete any clause of this Bid Document. This will be informed to all and will become part of the bid/RFP and information for the same would be published on the e-Tendering portal.

2.9. Earnest Money Deposit (EMD)

1. Bidders shall submit Earnest Money Deposit of be **INR 6,00,000/- (Rupees Six Lakhs only)**. This deposit amount should be paid through Online Payment Gateway mode only.
2. The tender without payment of Earnest Money Deposit will be rejected. Exemption proof of EMD & Tender Fee should be submitted along with Technical qualification proposal.
3. No interest shall be paid on Earnest Money Deposit.
4. The Earnest Money will be forfeited:
 - a. If the bid is withdrawn by the tenderer(s) before the opening of the tender or
 - b. If the successful tenderer(s), fails to pay performance security or to execute agreement within the stipulated time.
5. The Earnest Money Deposit of the unsuccessful tenders(s) will be refunded as soon as possible after the successful bidder is declared.
6. The Earnest Money Deposit of the successful tender(s) will be refunded upon submission of performance security.
7. If any time, it is discovered that Tenderer has submitted more than one tender under different name, all such tender (s) will be rejected / agreement cancelled / Earnest Money Deposit or Security Deposit will be forfeited. The tenderer would also be blacklisted and debarred from participating in future tenders.

2.10. Authentication of Bid

Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.

2.11. Language of Bids

This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at MFSCDC Ltd.'s discretion.

2.12. Bid Submission Format

The entire bid/proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

2.13. Bid Submission Instructions

1. Complete bidding process will be online (e-Tendering) in 3 (Three) envelope system. Submission of bids shall be in accordance to the instructions given in the following table:

Particulars	Instructions
Envelope A: Pre-Qualification Proposal	Scanned copy of Receipt of the e-Tender Fees and Earnest Money Deposit (EMD) The Pre-qualification documents shall be prepared in accordance with the requirements specified in this e-Tender and the formats are prescribed in this e-Tender. Bidders shall submit accurately filled Checklist for Pre-qualification documents as per format mentioned in this e-Tender Each page of the Pre-qualification Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Pre-qualification Proposal should be submitted through online bid submission process only.
Envelope B: Technical Proposal	The Technical documents shall be prepared in accordance with the requirements specified in this e-Tender and the formats are prescribed in this e-Tender. Bidders shall submit accurately filled checklist for technical evaluation documents as per format mentioned in this e-Tender Each page of the Technical Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Technical Proposal should be submitted through online bid submission process only.
Envelope C: Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this e-Tender Each page of the Financial Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Financial Proposal should be submitted through online bid submission process only.

2. The following points shall be kept in mind for submission of bids;
 - a. MFSCDC Ltd. shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.
 - b. The Bidder is expected to price all the items and services sought in the RFP and proposed in the proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
 - c. MFSCDC Ltd. may seek clarifications from the Bidder on the Pre-qualification and Technical proposal. Any of the clarifications by the Bidder on the Pre-qualification and Technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the Pre-qualification as well as Technical proposal and should incorporate all the clarifications provided by the Bidder on the Pre-qualification as well as Technical proposal during the evaluation of the same.
 - d. Financial Proposal shall not contain any technical information.



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

- e. If any Bidder does not qualify the technical criteria stated in Section 2.21 of this RFP, the commercial proposals of the Bidder shall not be opened in the e-Tendering system.
- f. All documents submitted by the Bidder for technical criteria should be signed and attested by one single authorized personnel from the respective company
- g. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which MFSCDC Ltd. reserves the right to reject the proposal.
- h. Any proposal sent by fax/post/courier or any other medium except e-Tendering system shall be rejected.

2.14. Late Proposal and Proposal Validity Period

Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the proposals submitted before deadline shall be till 180 days from the date of opening of subsequent bid.

2.15. Modification and Withdrawal of Proposals

No Proposal shall be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the Proposal/bid form. Entire EMD shall be forfeited if any of the Bidders withdraw their proposal/bid during the validity period.

2.16. Non-conforming Proposals

A Proposal may be construed as a non-conforming proposal and ineligible for consideration:

1. If it does not comply with the requirements of this RFP
2. If the Proposal does not follow the format requested in this RFP or does not appear to address the requirements of the MFSCDC Ltd.

2.17. Acknowledgement of Understanding of Terms

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

2.18. Bid Opening

1. Total transparency shall be observed and ensured while opening the Proposals/Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
2. MFSCDC Ltd. reserves all the rights to postpone or cancel a scheduled bid opening.
3. Bid opening shall be conducted in three stages.
4. In the first stage, tender fees, EMD and pre-qualification of those Bidders, whose Tender fees and EMD are as per the tender, shall be opened shall be opened and evaluated.
5. In the second stage, technical proposals of those Bidders, who qualifies pre-qualification, shall be opened. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
6. In the third stage, Financial Proposal of those Bidders, whose all pre-proposals (Pre-qualification and



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

technical qualification) qualify, shall be opened. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.

7. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for MFSCDC Ltd., the bids shall be opened at the same time and location on the next working day. In addition to that, if their representative of the Bidder remains absent, MFSCDC Ltd. will continue process and open the bids of all bidders.
8. During bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. MFSCDC Ltd. has the right to reject the bid after due diligence is done.

2.19. Evaluation Process

1. MFSCDC Ltd. shall form a Technical Evaluation Committee (hereinafter referred to as "TEC") to evaluate the bids.
2. TEC shall review all Qualification proposals of the bidders to determine whether the proposals are substantially responsive. Bids that are not substantially responsive shall be disqualified and TEC reserves the right to seek clarification if required.
3. The financial proposals of the qualified Bidders (whose all-technical qualifications criteria are qualified) shall be opened and reviewed to determine whether the financial proposals are complete and as per requirements.
4. Evaluation and award of Contract shall be done as per provisions of Maharashtra State Government Rules.
5. Please note that TEC may seek inputs from their professional, external experts in the Bid evaluation process.

2.20. Pre-Qualification Criteria

PQ	Pre -qualification Criteria	Documents
PQ1- Legal Entity	<p>The Sole bidder or in case of consortium or Joint Venture, All members of the Consortium or Joint Venture shall be</p> <p>“A company registered under the Companies Act, 2013 or the Companies Act, 1956”</p> <p style="text-align: center;">OR</p> <p>“A Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932”.</p> <p style="text-align: center;">OR</p> <p>“A Sole Proprietorship with valid Certificate/License issued by Municipal authorities under Shop and Establishment Act in India is eligible to participate in the bidding process”.</p>	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies. • Copy of the list of properly constituted management or governing body of the Organization Memorandum of Association (MOA) and Articles of Association (AOA) • Copy of Partnership deed and Copy of Registers of Firm Certificate or Copy of Certificate of LLP registration • Copy of valid Certificate/License issued by Municipal authorities under Shop and Establishment Act in India



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

PQ	Pre -qualification Criteria	Documents
		<ul style="list-style-type: none">• In case of Consortium or Joint Venture, copy of the Joint venture or Consortium Agreement, clearly specifying the roles and responsibilities and stake percentage of each of the members in the consortium or Joint venture, should be provided. Information to be provided as per format of this RFP.• Copy of PAN Card• Copy of GST Registration of the Bidder.
PQ2 - Turnover	The Sole Bidder (Lead Bidder / Member in case of consortium) shall have minimum average annual turnover of Rs. 2 Cr. in the last 3 financial years (FY 20-21, FY 21-22, FY 22-23).	<ul style="list-style-type: none">• Certificate from the Statutory Auditor / Chartered Accountant clearly stating the Turnover (Annexure E)• Bidder has to submit copies of audited Balance Sheets for last 3 Years (i.e. 2020-21, 2021-22 and 2022-23).
PQ3 - Net Worth	The Sole bidder or in case of consortium or Joint venture, any member of the consortium should have positive net worth for each of 3 financial years (FY 20-21, FY 21-22, FY 22-23).	<ul style="list-style-type: none">• Certificate from the Statutory Auditor / Chartered Accountant clearly stating the positive net worth. (Annexure E)
PQ4 - Capability 1	The Sole bidder or in case of consortium or Joint venture, any member of the consortium should have the experience of Directing/ Producing or both at least 03 Marathi Films on social topics over the last Ten (10) years. (FY 2014-2024)	Copy of Work Order/ Agreement copy / Client Certificate of the listed experiences and a copy of each production pertaining to the submitted credentials. (Annexure F) OR Copy/You tube link or other video sharing website link
PQ5- Capability 2	The Sole bidder or in case of consortium or Joint venture, any member of the consortium should have the experience of having conceptualized, shot, edited and produced at least three (3) creative short films / AV advertisements/ Documentaries / Television series/ Web Series on Social Topics for Corporate Clients, Government departments/ Public Sector Units over the last Five (5) years. (FY 2019-2024)	Copy of Work Order/ Agreement copy / Client Certificate of the listed experiences and a copy of each production pertaining to the submitted credentials. (Annexure F)
PQ6 - Capability 3	The Sole bidder or in case of consortium or Joint venture, any member of the consortium should have won at least one Award for Film, Documentary, Short film on social topic (given by Directorate of Film Festivals, Ministry of Information & Broadcasting, Government of India) in the last 10 years. (FY 2014-2024)	Copy of the relevant supporting documents/Certificates



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

PQ	Pre -qualification Criteria	Documents
	Awards category: 1. State Award 2. National Award	
PQ7 - Capability 4	The Sole bidder or in case of consortium or Joint venture, any member of the consortium should have participated in at least one Film Festival Film festivals: 1. International Film Festival of India, Goa 2. Oscar Academy Awards, US 3. Cannes Film Festival, France 4. Berlin International Film Festival, Germany 5. Moscow International Film Festival, Russia 6. Venice International Film Festival, Italy 7. Toronto International Film Festival, Canada 8. Busan International Film Festival, South Korea 9. Hongkong International Film Festival, China 10. Mannheim-Heidelberg International Film Festival, Germany 11. Rotterdam International Film Festival, Netherland	Copy of the relevant supporting documents/Certificates
PQ8 - Team	The Sole bidder or in case of consortium or Joint venture, any member of the consortium should have a well-trained in-house production team of below professionals: 1. Director 2. Art Director 3. Screenplay/Dialogue/Lyrics 4. Director of Photography 5. Editor 6. Executive Producer 7. Music and Background Score	Resume of the profiles. Organization should also certify that details provided in the resume are correct. Refer Annexure D: CV of key personnel.
PQ9 - Blacklisting/ Debarment	The Sole bidder or in case of consortium or Joint venture, any member of the consortium should not be blacklisted for unsatisfactory past performance, corrupt & fraudulent practices or any other unethical conduct by any Central/State Public Sector Undertakings/Semi-Govt. undertaking/ Corporation/ ULBs/ Public Sector Banks or autonomous government organizations as on date of bid submission.	A self-certified letter signed by the Authorized Signatory of the Bidder as per Annexure B



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

PQ	Pre -qualification Criteria	Documents
PQ 10 Consortium	Power of Attorney to be on non-judicial stamp paper of appropriate value as per Stamp Act, relevant to place of execution	<ul style="list-style-type: none"> All the signatories of the Consortium Agreement shall be authorized by a Power of Attorney signed by the respective Managing Director or Board resolution and authorization letters of Board of Directors of the Companies. Party of the First Part shall be the Lead member of the Consortium or joint venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the appointment date, if any

2.21. Technical Qualification Criteria

#	Evaluation Criteria	Scoring Criteria	Max. Score	Documents to be Submitted
1	Company profile		05	
1.1	The Sole Bidder (Lead Bidder / Member in case of consortium) shall have minimum average annual turnover of Rs. 2 Cr. lakhs in last 3 financial years (FY 20-21, FY 21-22, FY 22-23).	Avg. Turnover (Cr.) 1. ≥ 2 Cr. and < 3 Cr.: 02 marks 2. ≥ 3 Cr. and < 4 Cr.: 03 marks 3. ≥ 4 Cr.: 05 marks	05	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format Annexure
2	Relevant Experience of the Bidder		25	
2.1	The Sole bidder or in case of consortium or Joint venture, any member of the consortium should have the experience of Directing/Producing or both at least 03 Marathi Films on social topic over the last 10 years. (FY 2014-2024)	No. of Films 1. ≥ 03 and < 05 : 05 marks 2. ≥ 05 and < 07 : 07 marks 3. ≥ 07 : 10 marks	10	Copy of Work Order/ Agreement copy / Client Certificate of the listed experiences and a copy of each production pertaining to the submitted credentials. OR Copy/You tube link or other video sharing website link
2.2	The Sole bidder or in case of consortium or Joint venture, any member of the consortium should have the experience of having conceptualized, shot, edited and produced at least three (3) creative short films / AV advertisements/ Documentaries / Television series/	No. of works 1. ≥ 03 and < 05 : 02 marks 2. ≥ 05 and < 07 : 03 marks 3. ≥ 07 : 05 marks	05	Copy of the relevant supporting documents/Certificate



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

#	Evaluation Criteria	Scoring Criteria	Max. Score	Documents to be Submitted
	Web Series on Social Topic for Corporate Clients, Government departments/ Public Sector Units over the last Five (5) years. (FY 2019-2024)			
2.3	The Sole bidder or in case of consortium or Joint venture, any member of the consortium should have won at least one Award for Film, Documentary, Short film on social topic (given by Directorate of Film Festivals, Ministry of Information & Broadcasting, Government of India) in the last 5 years. (FY 2014-2024)	Awards: 1. State Award – 02 Marks 2. National Award – 05 Marks	05	Copy of the relevant supporting documents/Certificate
2.4	The Sole bidder or in case of consortium or Joint venture, any member of the consortium should have participated in at least one Film Festival Film festivals: 1. International Film Festival of India, Goa 2. Oscar Academy Awards, US 3. Cannes Film Festival, France 4. Berlin International Film Festival, Germany 5. Moscow International Film Festival, Russia 6. Venice International Film Festival, Italy 7. Toronto International Film Festival, Canada 8. Busan International Film Festival, South Korea 9. Hongkong International Film Festival, China 10. Mannheim-Heidelberg International Film Festival, Germany 11. Rotterdam International Film Festival, Netherland	Film Festival: 1. At least one: 02 marks 2. More than two: 05 marks	05	Copy of the relevant supporting documents/Certificate
3	Team strength		10	



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

#	Evaluation Criteria	Scoring Criteria	Max. Score	Documents to be Submitted
	<p>The Sole bidder or in case of consortium or Joint venture, any member of the consortium should have a well-trained in-house production team of below professionals:</p> <ul style="list-style-type: none"> • Director • Art Director • Screenplay/Dialogue/Lyrics • Director of Photography • Editor • Executive Producer • Music and Background Score 	<p>Experience of key professionals</p> <p>a. 05 - 10 years' Experience of any 4 out of 7 professionals: 05 marks</p> <p>b. 10-15 years' Experience of any 5 professionals out of 7: 07 marks</p> <p>c. 15+ years' Experience of any 6 out of 7 professionals: 10 marks</p>	10	<p>Resume of the profiles. Organization should also certify that details provided in the resume are correct.</p> <p>Refer Annexure D: CV of key personnel.</p>
4	Technical Presentation		60	
4.1	Presentation	<p>Approach & Methodology</p> <p>Style of narrative/ story telling</p> <p>Visual Appeal</p> <p>Concept, Creativity and Description</p> <p>Illustrative examples Directed/Produced by the Bidder</p>	<p>10</p> <p>10</p> <p>10</p> <p>15</p> <p>15</p>	<p>15-20 mins Presentation will be called as per date mentioned in RFP.</p> <p>Bidder shall submit the statement of expenses incurred for the film as per Annexure F & G</p>
	Total Marks		100	

Bidders who meets the pre-qualification criteria shall be called for technical presentation (maximum duration of half hour) with respect to above technical evaluation criteria during Technical Bid Evaluation. Date, Time and Venue for the Technical Presentation will be informed later to qualified bidders. MFSCDC reserves the right to visit bidder's customer or take consent on work done, where such a similar project implementation has taken place.



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

2.22. Evaluation of Proposal

1. Prior to evaluation of Eligibility and Qualification Submissions/ Technical Bid, the Bid Evaluation Committee shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - The Pre- Qualification, Technical and Financial Bids are submitted online properly.
 - Technical Bid is accompanied with RFP Fee and EMD amount as specified in RFP.
 - The Bid is received by Bid Due Date including any extension thereof pursuant hereto;
 - It contains all the information (completed in all aspects as requested in this RFP and/or Bid documents (in formats same as those specified in the RFP)
 - It does not contain any conditionality; and
 - It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
2. The Bid Evaluation Committee reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
3. Evaluation of Eligibility Criteria and document checks of only those Bidders shall be carried out who's Bids determined to be responsive.
4. Any clarification if sought, shall be only in case of documents which pre-existed at the time of bid submission, and which have not undergone change since then. These should be called only on basis of the recommendations of the bid evaluation committee. The clarification documents to be submitted within 3 working days by the bidder as directed by authority.
5. Any discrepancy noticed by bidder in respective other bidder must be communicated within 7 days from the date of opening of Technical Bid. If not notified by bidder about discrepancies related to other bidder within 7 days from the date of opening of Technical Bid any notification by the bidder will not be considered.

2.23. Evaluation of Technical Proposals

1. Bidders, who qualify the pre-qualification criteria, shall be considered for Technical Qualification criteria evaluation.
2. Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points/marks.
3. Bidders who have scored minimum 70 marks in Technical Evaluation will be considered for Financial Bid opening and evaluation.
4. The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the MAHA e-Tendering system.
5. MFSCDCL reserve the right to accept or reject any or all bids without giving any reasons thereof.
6. MFSCDCL shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.
7. At any time during the Bid evaluation process, TEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
8. MFSCDC Ltd. reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be considered during the technical evaluation process.

2.24. Commercial Evaluation

1. This is an L1 selection.



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

2. The financial proposal of only the qualified Bidders based on Pre-Qualification, Technical Evaluation & Presentation shall be opened for the evaluation.
3. Of all the financial proposal opened, the Bidder whose financial proposal is lowest (hereby referred to as L1 Bidder) shall be considered eligible for award of contract.
4. If there is a discrepancy between words and figures, the amount whichever is less shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

2.25. Award of Contract

2.25.1. Award Criteria

1. The Bidder whose financial proposal is lowest (hereby referred to as L1 Bidder) shall be awarded the contract. However, MFSCDCL reserves the right to further negotiate the prices quoted by the winning bidder.
2. If L1 bidder shows his incapability to go forward with the bid/project, then MFSCDC Ltd. reserves the right to further negotiate the quotations by the next responsive bidder as per the commercials submitted.

2.25.2. MFSCDC LTD.'s Right to accept any Bid and to reject any or all Bids

MFSCDC Ltd. reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, 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 MFSCDC Ltd.'s action.

2.25.3. Letter of Intent

MFSCDC Ltd. will notify the Successful Bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. MFSCDC Ltd. will promptly notify each unsuccessful bidder.

2.25.4. Letter of Acceptance

The Successful Bidder shall, within 5 (Five) working days of the receipt of the LOI, sign and return the LOA in acknowledgement thereof. In the event of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the MFSCDC Ltd. may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered. With LoA, a security deposit (which is 10% of the TCV) to be submitted as per LoI by the successful Bidder within the stipulated time mentioned in LoI, failing to do so MFSCDC Ltd. may take necessary actions.

2.25.5. Issuance of Work Order

Post submission of security deposit by the successful Bidder, MFSCDC Ltd. shall issue Work Order which will constitute the formation of contract.

2.25.6. Signing of Contract

- The Successful Bidder shall enter into contract agreement with MFSCDC LTD. within the time frame mentioned in the work order to be issued to the Successful Bidder by MFSCDC LTD.
- If the signing of contract is not completed within the stipulated time period as mentioned in Work Order, then the offer made to the selected bidder shall stand annulled.
- Any expenses related to registration of Agreement shall be Borne by Successful Bidder(s).



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

2.25.7. Failure to agree with the Terms & Conditions of the RFP / Contract

Failure of the Successful Bidder to agree with the Terms & Conditions of RFP, LOI, Work order & Agreement shall constitute sufficient grounds for the annulment of the award, in such a case, MFSCDC Ltd. will forfeit the security deposit of the Successful bidder.

2.26. Contract Period

The period of contract will be till submission of the completed Film.

2.27. Security Deposit

1. The successful bidder has to deposit/submit a security deposit equal **to 10 % of Total Contract Value (TCV) as Bank Guarantee** from commercial/nationalized bank only. The security deposit shall be valid for 6 months post contract period. It should be submitted as notified in the letter towards award of the contract for due and proper fulfilment of bid document conditions.
2. The security deposit should be submitted within the period specified above, failing which MFSCDC Ltd. may cancel the offer made to the bidder.
3. In case of extension in contract period the Successful Bidder shall furnish new Security Deposit, which shall have validity 6 months beyond the extension period, failing which the extension may be terminated.
4. The security deposit will be forfeited if successful bidder has not fulfilled the terms and conditions as per bid document.
5. MFSCDC Ltd. shall also be entitled to make any recoveries due from the bidder from security deposit submitted against this bid document.
6. No interest will be payable by the MFSCDC Ltd. on the amount of the security deposit.

2.28. Bid Prices

The bidder must quote for “**Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj**”, in the format given for financial bid. Validity of Bid shall be of 180 days from the date of opening of subsequent bids.

2.29. Bid Currency

The rates quoted shall be in Indian Rupees only.

2.30. Signature

A representative of the bidder, who is authorized to commit the bidder to contractual obligations, must sign with the bidder's name and seal on all pages of the bid, including the tender/bid document. All obligations committed by such signatories must be fulfilled.

2.31. Correction of errors

The Bidder is advised to take adequate care in quoting the rate. No excuse for corrections in the quoted rate will be entertained afterwards. The corrections or overwriting in bid document should be initialed by person signing the Bid form.



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

2.32. Corrections to Arithmetic errors

In case of discrepancy between the amount mentioned in figures and in words, the amount whichever is less shall govern. The amount stated in the Bid form, adjusted in accordance with the above procedure, shall be considered as binding.

2.33. Disqualification

The Bid from the bidders is liable to be disqualified in the following cases:

1. Bid not submitted in accordance with the bid document.
2. The bidder qualifies the bid with his own conditions.
3. During validity of the Bid, or its extended period, if any, the bidder increases his quoted prices.
4. Bid is received in incomplete form.
5. Bid is received after due date and time.
6. Bid is not accompanied by all requisite supporting documents.
7. Information submitted in Technical Qualification Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
8. The successful bidder fails to enter into a contract, as fixed by MFSCDC LTD.
9. Non-fulfilling of any condition/term by bidder.



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

3. Scope of Work

Maharashtra Film, Stage & Cultural Development Corporation Limited (MFSCDC Ltd) has taken up an initiative of creating awareness all over India about Rashtrasant Tukadoji Maharaj and the work done by him in Maharashtra. To achieve this, MFSCDC Ltd intends to make a social feature film on various aspects related to the life of Rashtrasant Tukadoji Maharaj.

MFSCDC Ltd will provide necessary information and support to the successful bidder, required for preparing the film. The film should have an important element of Music, voiceover, choreography, dubbing and Sound supporting the visuals; hence the bidder needs to have an expertise on both Audio and Visual aspects that includes music and sound-design/recording. The film will require shooting in different locations as proposed by MFSCDCL.

3.1. Overview

The objective of Bidder is to make social film on Rashtrasant Tukadoji Maharaj and spread awareness all over India on the work done in Maharashtra, through different lenses of videography, audio, and storytelling.

- Design and Production of Audio Visual (AV) encompassing various themes and locations as per the need of the MFSCDCL.
- Story boarding and script writing-based research and historic significance. The Successful bidder shall ensure the script details incorporated shall be well researched and verified by the concerned authorities in consultation with MFSCDCL.
- If required, the bidder shall be responsible for using the drone technology for aerial shooting with high quality drone camera for filming. The bidder shall be responsible to comply with all national and local laws pertaining to filming and other project activities for this support will be provided by MFSCDCL.
- Video contents shall be filmed in at least 4K Ultra HD format, in a manner allowing the videos to be suitable to be viewed from all the devices.

Quality Required	4K Ultra HD
Sound	7.1 channel
Video bit Depth	10
Film Duration	90-150 mins
Film Duration (short edit)	Duration of films as per approval from MFSCDCL
Language	English, Marathi & Hindi

3.2. General terms and conditions

The Bidder shall conduct survey of all the locations. The Bidder shall take proper Permission from Authority for Shooting including Drone shoot.

1. The Film shall be shot with digital camera in at least 4K Ultra HD resolution.
2. The length of the film shall be minimum 90- 150 mins.
3. The producer of the film shall be MFSCDCL.
4. The rights of the film shall be with MFSCDCL.
5. The analysis and technical aspect regarding the film rights are mentioned in Annexure in section 8.
6. The film if exhibited, prior written permission from MFSCDCL shall be mandatory.
7. Censor Certification will be responsibility of the Bidder.
8. It will be mandatory for the Bidder to obtain all necessary permissions during the shooting of the film.



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

9. Bidder shall take permission from MFSCDCL for release of the film in theatre/OTT/Satellite (Television).
10. MFSCDCL reserves the right to show the film after 1 month of release in schools, colleges etc.
11. Name of the film shall be registered with the association by Bidder.
12. The title of the film shall be transferred to MFSCDCL before signing of contract.
13. MFSCDCL reserves the right to cancel the contract with the selected bidder at any stage.
14. MFSCDCL shall have full rights to change, amend or interpret all the above conditions and the decision taken by MFSCDCL shall be binding on the concerned.
15. In case of dispute between two parties who have signed the contract. Hon. Arbitrator shall be appointed by Principal Secretary, Cultural Affairs. Their decision will be final and binding on both parties. However, once an arbitrator is appointed, neither party shall be entitled to go to court.

3.3. Copyright

Any data, film, script etc. shall be absolute property of MFSCDC. The bidders shall not have any claim over this.

3.4. Indemnity

Bidder shall indemnify, protect and save MFSCDC against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the films.

3.5. Project Timeline and Payment

1. Selected bidder/agency should ensure the implementation as per timeline, inability to follow will attract the penalty as mentioned below in the SLA's defined.
2. The Contract shall become legally binding and in force only upon:
 - Submission of Security Deposit
 - Signing of agreement.
3. The Service Provider commences services in Film city premises within 30 days from the date of acceptance of work order.

Project Timelines (T) referred below, is the date of issuance of work order or signing of contract between selected bidder and MFSCDC or the meeting conducted by MFSCDC to start the project (kick off meeting) – whichever happens earlier.

Sr. No.	Deliverables	Timelines (T)	Payment
1.	Issuance of Work Order (Advance Payment)	T+0 Months	20%
2.	Completion of shooting of 25% of the film	T+4 Months	30%
3.	Completion of shooting of 75% of the film	T+8 Months	30%
4.	Submission and Approval of the Final film to MFSCDCL (Submission of DCP with Censor Certificate)	T+ 12 Months	20%



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

- No advance payment shall be made to the Bidder.
- The agency shall submit the bill/invoice for payment after the successful completion of the work as per timelines. The Bill/Invoice after the due verification as per the scope of work, if found eligible, shall be paid by MFSCDCL.
- The Bidder shall furnish only the original GST Bill for payment along with the Bank account details.
- MFSCDCL reserves the right to deduct the payment if any deliverable is found missing/ not delivered.

3.6. Special Clause:

The master copies of the film and the edited short film (if any) will be the sole property of MFSCDCL which would not be used by the bidder in any form without permission from Managing Director, MFSCDCL.

3.7. Penalty

1. Time of completion, being essence of contract, the successful bidder is bound to complete the allotted work within stipulated time frame as per the job order failing which penalty to the extent of 1.5% monthly of the total cost of the work allotted for delay of each fortnight shall be imposed upon the agency.
2. Failure of successful bidder to execute the work in full, in a time bound manner, will be considered as breach of contract.
3. In case of breach of contract, the Performance Bank Guarantee will be forfeited and the agency shall be recommended for blacklisting for breach of contract.
4. A notice sent through email / letter to the Bidder will be sufficient to initiate action against the agency and will be considered as the notice served to the agency.
5. That the jurisdiction of all kinds of disputes between the parties to this agreement shall be in Mumbai.

3.8. Exit Management

The exit management period starts, in case of expiry of contract, at least 2 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the Implementation Agency. The exit management period ends on the date agreed upon by MFSCDCL or Two months after the beginning of the exit management period, whichever is earlier.



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

4. General Conditions of Contract

4.1. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the India.

4.2. Confidential Information

- MFSCDC Ltd and the Successful Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- The Successful Bidder shall not use the documents, data, and other information received from MFSCDC Ltd. for any purpose other than the services required for the performance of the Contract.

4.3. Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

4.4. Force Majeure

- The Successful Bidder shall not be liable for termination for default if and to the extent that its delay(s) in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- For purposes of this Clause, Force Majeure means an event or situation beyond the control of the Successful Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Successful Bidder. Such events may include, but not be limited to, acts of MFSCDC Ltd in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- If a Force Majeure situation arises, the Successful Bidder shall promptly notify MFSCDC Ltd in writing of such condition and the cause thereof. Unless otherwise directed by MFSCDC Ltd in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.5. Change Orders and Contract Amendments

- MFSCDC Ltd may at any time order the Successful Bidder to make changes within the general scope of the contract.
- If any such change causes major deviation in the cost of, or the time required for, the Successful Bidder performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Successful Bidder for adjustment under this Clause must be asserted within 30 days from the date of the Successful Bidder receipt of MFSCDC Ltd 's change order.



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

- Prices to be charged by the Successful Bidder for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Successful Bidder for similar services.

4.6. Settlement of Disputes

i. Performance of the contract

Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. MFSCDC Ltd. and the Successful Bidder shall make every effort to resolve disputes amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract will be settled first at the level of Vice Chairman and Managing Director of MFSCDC Ltd.

ii. Arbitration

For any dispute in the matter the same will be settled at the level of Hon. Managing Director, MFSCDC Ltd will be final and binding upon both parties.

iii. Extensions of Time

- If at any time during performance of the Contract, the Successful Bidder should encounter conditions impeding timely delivery of the Services, the Successful Bidder shall promptly notify MFSCDC Ltd in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Successful Bidder notice, MFSCDC Ltd shall evaluate the situation and may at its discretion extend the Successful Bidder time for performance in writing.
- Delay by the Successful Bidder in the performance of its Delivery and Completion obligations shall render the Bidder liable for disqualification for any further bids in MFSCDC Ltd, unless an extension of time is agreed mutually.

4.7. Termination

4.7.1. Termination by MFSCDC Ltd

1. MFSCDC Ltd may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (1) through (10) of this GCC Clause 4.7.1. In such an occurrence, MFSCDC Ltd shall give a not less than 30 days' written notice of termination to the Successful Bidder.
2. If the Successful Bidder does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as MFSCDC Ltd may have subsequently approved in writing.
3. If the Successful Bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
4. If, in the judgment of Successful Bidder has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
5. If, as the result of Force Majeure, the Successful Bidder is unable to perform a material portion of the Services for a period of not less than 60 days.



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

6. If the Successful Bidder submits to the MFSCDC Ltd a false statement which has a material effect on the rights, obligations or interests of MFSCDC Ltd.
7. If the Successful Bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to MFSCDC Ltd.
8. If the Successful Bidder fails to provide the quality services as envisaged under this Contract, MFSCDC Ltd may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. MFSCDC Ltd may decide to give one chance to the Successful Bidder to improve the quality of the services.
9. If MFSCDC Ltd, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
10. In the event MFSCDC Ltd terminates the Contract in whole or in part, pursuant to GCC Clause 4.7.1, MFSCDC Ltd. may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Successful Bidder shall be liable to MFSCDC Ltd for any additional costs for such similar services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.

4.7.2. Termination by Bidder

The Successful Bidder may terminate this Contract, by not less than 30 days' written notice to MFSCDC Ltd, such notice to be given after the occurrence of any of the events specified in paragraphs (1) through 2) of this GCC Clause 4.7.2:

1. If, as the result of Force Majeure, the Successful Bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
2. If MFSCDC Ltd is in material breach of its obligations pursuant to this Contract and has not remedied the same within 30 days (or such longer period as the Successful Bidder may have subsequently approved in writing) following the receipt by MFSCDC Ltd. of the Successful Bidder notice specifying such breach.

4.7.3. Payment upon Termination

Upon termination of this Contract pursuant to GCC Clauses 4.7.1 or 4.7.2, the MFSCDC Ltd. shall make the following payments to the Successful Bidder:

- If the Contract is terminated pursuant to GCC Clause 4.7.1 (10) or 4.7.2, remuneration for Services satisfactorily performed prior to the effective date of termination.
- If the agreement is terminated pursuant of GCC Clause 4.7.1 (1) to (3), (4), (5), (6), (7), (8) and (9). The Successful Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the MFSCDC Ltd may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the MFSCDC Ltd. Applicable under such circumstances, upon termination, the MFSCDC Ltd may also impose liquidated damages. The Successful Bidder will be required to pay any such liquidated damages to MFSCDC Ltd within 30 days of termination date.

4.8. Assignment

If Successful Bidder fails to render services in stipulated timeframe and as per schedule, MFSCDC Ltd, at its discretion and without any prior notice to Successful Bidder, may discontinue or minimize scope of work or procure/board any other similar Bidder to render similar services to complete project in stipulated



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

timeframe.

4.9. Other Conditions

- The Successful Bidder should be complying with all applicable laws and rules of GoI/GoM/ULB.
- Employees of the Successful Bidder shall not have right to demand for any type of permanent employment with MFSCDC Ltd or its allied Offices.

4.10. Delays in Bidder's Performance

1. If at any time during performance of the contract, the bidder may encounter conditions impeding performance of the services, the bidder shall promptly notify MFSCDC Ltd in writing of the facts of the delay, it's likely duration and its causes.
2. As soon as after receipt of bidder's notice, MFSCDC Ltd shall evaluate the situation and may at its discretion, extend the bidders time for performance with or without penalty in which case the extension shall be ratified by the bidders by amendment of the contract but in no case, extension shall be given more than one time. For avoidance of doubt, delay in performance for reasons beyond control of the bidder or for reasons not attributable to the bidder or for reasons attributable to MFSCDC Ltd, shall not attract any penalty.

4.11. Bidder's Integrity

The bidder is responsible for oblige to conduct all contracted activities as defined in the scope of work in accordance with contract.

4.12. Bidder's Obligation

1. The bidder is obliged to work closely with MFSCDC Ltd 's staff, act within its own authority and abide by directives issued by MFSCDC Ltd.
2. The bidder will abide by the job safety measures prevalent in India and will free MFSCDC Ltd from all demand or responsibilities arising from accidents or loss of life the calls of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents and will not hold MFSCDC Ltd responsible or obligated.
3. The bidder is responsible for managing the activities of its personnel will hold itself responsible for any misdemeanour.
4. The bidder will treat as confidential all data and information about MFSCDC Ltd, obtained in the execution of his responsibilities in strict confidence and will not reveal such information to any other party. MFSCDC Ltd will treat as confidential all data and information about bidder, obtained in the execution of his responsibilities in strict confidence and will not reveal such information to any other party.

4.13. Corrupt or Fraudulent Practices

The MFSCDC Ltd requires that the bidder under this bid document, observe the highest standards of ethics during the execution of this contract.

4.14. Interpretation of The Clauses in The Bid Document / Contract Document

In case of any ambiguity, in the interpretation of any of the clauses in bid document or contract document, the MFSCDC Ltd 's interpretation of the clauses shall be final and binding on all parties.



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

5. Guidelines for Pre-Qualification

5.1. Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Place: Date:

To

Chief Administrative Officer,
Maharashtra Film, Stage & Cultural Development Corporation Ltd.
Dadasaheb Phalke Chitranagari,
Goregoan East – 400065

Subject: Submission of Pre-qualification proposal in response to the Request for Proposal for “**Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj**” is issued by Maharashtra Film, Stage & Cultural Development Corporation Ltd.

Tender Reference No:

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for “**Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj**”.

We attach hereto our responses to pre-qualification required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MFSCDC LTD., is 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 the MFSCDC LTD. in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and agree to abide by this tender response for a period of 180 days from the date of submission of Bid and ready to extend the validity of the bid for further period as informed by MFSCDC LTD. We hereby declare that in case the contract is awarded to us, we shall submit the security deposit in the form prescribed the RFP.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

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



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

Mandatory Enclosure:

1. Checklist for the documents to be included in the Pre-Qualification with appropriate page numbers.
2. Format of Project Citation.



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

5.2. Checklist for the documents to be included in the pre-qualification qualification envelope

PQ	Pre -qualification Criteria	Documents	Page No.	Submitted (Y/N)
PQ1- Legal Entity	<p>The Sole bidder or in case of consortium or Joint Venture, All members of the Consortium or Joint Venture shall be</p> <p>“A company registered under the Companies Act, 2013 or the Companies Act, 1956”</p> <p>OR</p> <p>“A Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932”.</p> <p>OR</p> <p>“A Sole Proprietorship with valid Certificate/License issued by Municipal authorities under Shop and Establishment Act in India is eligible to participate in the bidding process”.</p>	<ul style="list-style-type: none">• Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.• Copy of the list of properly constituted management or governing body of the Organization Memorandum of Association (MOA) and Articles of Association (AOA)• Copy of Partnership deed and Copy of Registers of Firm Certificate or Copy of Certificate of LLP registration.• Copy of valid Certificate/License issued by Municipal authorities under Shop and Establishment Act in India• In case of Consortium or Joint Venture, copy of the Joint venture or Consortium Agreement, clearly specifying the roles and responsibilities and stake percentage of each of the members in the consortium or Joint venture, should be provided. Information to	•	•



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

PQ	Pre -qualification Criteria	Documents	Page No.	Submitted (Y/N)
		be provided as per format of this RFP. <ul style="list-style-type: none">• Copy of PAN Card• Copy of GST Registration of the Bidder.		
PQ2 - Turnover	The Sole Bidder (Lead Bidder/Member in case of consortium) shall have minimum average annual turnover of Rs. 2 Cr. in the last 3 financial years (FY 20-21, FY 21-22, FY 22-23).	<ul style="list-style-type: none">• Certificate from the Statutory Auditor / Chartered Accountant clearly stating the Turnover (Annexure E)• Bidder has to submit copies of audited Balance Sheets for last 3 Years (i.e. 2020-21, 2021-22 and 2022-23).	•	•
PQ3 - Net Worth	The Sole bidder or in case of consortium or Joint venture, any member of the consortium should have positive net worth for each of 3 financial years (FY 20-21, FY 21-22, FY 22-23).	<ul style="list-style-type: none">• Certificate from the Statutory Auditor / Chartered Accountant clearly stating the positive net worth. (Annexure E)	•	•
PQ4 - Capability 1	The Sole bidder or in case of consortium or Joint venture, any member of the consortium should have the experience of Directing/ Producing or both at least 03 Marathi Films on social topics over the last Ten (10) years. (FY 2014-2024)	Copy of Work Order/ Agreement copy / Client Certificate of the listed experiences and a copy of each production pertaining to the submitted credentials. (Annexure F) OR Copy/You tube link or other video sharing website link		
PQ5- Capability 2	The Sole bidder or in case of consortium or Joint venture, any member of the consortium should have the experience of having conceptualized, shot, edited and produced at least three (3) creative short films / AV advertisements/ Documentaries / Television series/ Web Series on Social Topic for Corporate Clients, Government departments/ Public Sector Units over the last Five (5) years. (FY 2019-2024)	Copy of Work Order/ Agreement copy / Client Certificate of the listed experiences and a copy of each production pertaining to the submitted credentials. (Annexure F)		
PQ6 - Capability 3	The Sole bidder or in case of consortium or Joint venture, any member of the consortium should have won at least one	Copy of the relevant supporting documents/Certificates		



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

PQ	Pre -qualification Criteria	Documents	Page No.	Submitted (Y/N)
	<p>Award for Film, Documentary, Short film on social topic (given by Directorate of Film Festivals, Ministry of Information & Broadcasting, Government of India) in the last 10 years. (FY 2014-2024)</p> <p>Awards category:</p> <ol style="list-style-type: none">1. State Award2. National Award			
PQ7 - Capability 4	<p>The Sole bidder or in case of consortium or Joint venture, any member of the consortium should have participated in at least one Film Festival</p> <p>Film festivals:</p> <ol style="list-style-type: none">1. International Film Festival of India, Goa2. Oscar Academy Awards, US3. Cannes Film Festival, France4. Berlin International Film Festival, Germany5. Moscow International Film Festival, Russia6. Venice International Film Festival, Italy7. Toronto International Film Festival, Canada8. Busan International Film Festival, South Korea9. Hongkong International Film Festival, China10. Mannheim-Heidelberg International Film Festival, Germany11. Rotterdam International Film Festival, Netherland	Copy of the relevant supporting documents/Certificates		
PQ8 - Team	<p>The Sole bidder or in case of consortium or Joint venture, any member of the consortium should have a well-trained in-house production team of below professionals:</p> <ol style="list-style-type: none">1. Director2. Art Director3. Screenplay/Dialogue/Lyrics4. Director of Photography	Resume of the profiles. Organization should also certify that details provided in the resume are correct. Refer Annexure D: CV of key personnel.		



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

PQ	Pre -qualification Criteria	Documents	Page No.	Submitted (Y/N)
	5. Editor 6. Executive Producer 7. Music and Background Score			
PQ9 - Blacklisting/ Debarment	The Sole bidder or in case of consortium or Joint venture, any member of the consortium should not be blacklisted for unsatisfactory past performance, corrupt & fraudulent practices or any other unethical conduct by any Central/State Public Sector Undertakings/Semi-Govt. undertaking/ Corporation/ ULBs/ Public Sector Banks or autonomous government organizations as on date of bid submission.	A self-certified letter signed by the Authorized Signatory of the Bidder as per Annexure		
PQ 10 Consortium	Power of Attorney to be on non-judicial stamp paper of appropriate value as per Stamp Act, relevant to place of execution	<ul style="list-style-type: none">• All the signatories of the Consortium Agreement shall be authorized by a Power of Attorney signed by the respective Managing Director or Board resolution and authorization letters of Board of Directors of the Companies.• Party of the First Part shall be the Lead member of the Consortium or joint venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the appointment date, if any		



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

6. Guidelines for Technical Proposal

6.1. Technical Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Place: Date:

To

Chief Administrative Officer,
Maharashtra Film, Stage & Cultural Development Corporation Ltd.
Dadasaheb Phalke Chitranagari,
Goregoan East – 400065

Subject: Submission of Technical qualification proposal in response to the Request for Proposal for “**Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj**” is issued by Maharashtra Film, Stage & Cultural Development Corporation Ltd.

Tender Reference No: /

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for “**Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj**”.

We attach hereto our responses to Technical qualification proposal required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MFSCDC Ltd., is 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 the MFSCDC Ltd. in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and agree to abide by this tender response for a period of 180 days from the date of submission of Bid and ready to extend the validity of the bid for further period as informed by MFSCDC Ltd. We hereby declare that in case the contract is awarded to us, we shall submit the security deposit in the form prescribed the RFP.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

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



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

Mandatory Enclosure:

1. Format to share Bidder's and Bidding Firm's Particulars as per Section 5.2
2. Checklist for the documents to be included in the Technical qualification with appropriate page numbers.
3. Format of Project Citation



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

6.2. Checklist for the documents to be included in the technical qualification envelope

#	Evaluation Criteria	Scoring Criteria	Max. Score	Documents to be Submitted	Submitted Page No. (Y/N)
1	Company profile		05		
1.1	The Sole Bidder (Lead bidder in case of consortium) shall have minimum average annual turnover of Rs. 2 Cr. lakhs in last 3 financial years (FY 20-21, FY 21-22, FY 22-23).	Avg. Turnover (Cr.) 1. >= 2 Cr. and < 3 Cr.: 02 marks 2. >=3 Cr. and < 4 Cr.: 03 marks 3. >=4 Cr.: 05 marks	05	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format Annexure	
2	Relevant Experience of the Bidder		25		
2.1	The Sole bidder or in case of consortium or Joint venture, any member of the consortium should have the experience of Directing/Producing or both at least 03 Marathi Films on social topic over the last 10 years.	No. of Films 1. >= 03 and < 05: 05 marks 2. >= 05 and < 07: 07 marks 3. >= 07: 10 marks	10	Copy of Work Order/ Agreement copy / Client Certificate of the listed experiences and a copy of each production pertaining to the submitted credentials. OR Copy/You tube link or other video sharing website link	
2.2	The Sole bidder or in case of consortium or Joint venture, any member of the consortium should have the experience of having conceptualized, shot, edited and produced at least three (3) creative short films / AV advertisements/ Documentaries / Television series/ Web Series on Social topic for Corporate Clients, Government departments/ Public Sector Units over the last Five (5) years.	No. of works 1. >=03 and < 05: 02 marks 2. >= 05 and < 07: 03 marks 3. >=07: 05 marks	05	Copy of the relevant supporting documents/Certificate	
2.3	The Sole bidder or in case of consortium or Joint venture, any member of the consortium should have won at least one Award for Film, Documentary,	Awards: 1. State Award – 02 Marks	05	Copy of the relevant supporting documents/Certificate	



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

#	Evaluation Criteria	Scoring Criteria	Max. Score	Documents to be Submitted	Submitted Page No. (Y/N)
	Short film on social topic (given by Directorate of Film Festivals, Ministry of Information & Broadcasting, Government of India) in the last 5 years.	2. National Award – 05 Marks			
2.4	<p>The Sole bidder or in case of consortium or Joint venture, any member of the consortium should have participated in at least one Film Festival</p> <p>Film festivals:</p> <ol style="list-style-type: none"> 1. International Film Festival of India, Goa 2. Oscar Academy Awards, US 3. Cannes Film Festival, France 4. Berlin International Film Festival, Germany 5. Moscow International Film Festival, Russia 6. Venice International Film Festival, Italy 7. Toronto International Film Festival, Canada 8. Busan International Film Festival, South Korea 9. Hongkong International Film Festival, China 10. Mannheim-Heidelberg International Film Festival, Germany 11. Rotterdam International Film Festival, Netherland 	<p>Film Festival:</p> <ol style="list-style-type: none"> 1. At least one: 02 marks 2. More than one: 05 marks 	05	Copy of the relevant supporting documents/Certificate	
3	Team strength		10		
	<p>The Sole bidder or in case of consortium or Joint venture, any member of the consortium should have a well-trained in-house production team of below professionals:</p> <ul style="list-style-type: none"> • Director • Art Director • Screenplay/Dialogue/Lyrics 	<p>Experience of key professionals</p> <p>a. 05 - 10 years' Experience of any 4 out of 7 professionals: 05 marks</p> <p>b. 10-15 years Experience of any</p>	10	<p>Resume of the profiles. Organization should also certify that details provided in the resume are correct.</p> <p>Refer Annexure D: CV of key personnel.</p>	



Selection of a Creative Agency for Making Film on Life Work of Rashtasant Tukadoji Maharaj

#	Evaluation Criteria	Scoring Criteria	Max. Score	Documents to be Submitted	Submitted Page No. (Y/N)
	<ul style="list-style-type: none"> • Director of Photography • Editor • Executive Producer • Music and Background Score 	5 professionals out of 7: 07 marks c. 15+ years' Experience of any 6 out of 7 professionals: 10 marks			
4	Technical Presentation		60		
4.1	Presentation	Approach & Methodology	10	15-20 mins Presentation will be called as per date mentioned in RFP. Bidder shall submit the statement of expenses incurred for the film as per Form A	
		Style of narrative/ story telling	10		
		Visual Appeal	10		
		Concept, Creativity and Description	15		
		Illustrative examples Directed/Produced by the Bidder	15		
	Total Marks		100		



Selection of a Creative Agency for Making Film on Life Work of Rashtasant Tukadoji Maharaj

7. Guidelines for Financial Proposal

7.1. Financial Proposal Cover Letter

(To be submitted on the Letterhead of the bidder)

Date: DD/MM/YYYY

To

Chief Administrative Officer,
Maharashtra Film, Stage & Cultural Development Corporation Ltd.
Dadasaheb Phalke Chitranagari,
Goregoan East – 400065

Subject: Submission of Financial proposal in response to the Request for Proposal (RFP) for “**Selection of a Creative Agency for Making Film on Life Work of Rashtasant Tukadoji Maharaj**” is issued by Maharashtra Film, Stage & Cultural Development Corporation Ltd.

Tender Reference No: /

Dear Sir,

We, the undersigned, offer to provide the services for “Request for Proposal (RFP) for “**Selection of a Creative Agency for Making Film on Life Work of Rashtasant Tukadoji Maharaj**” is issued by Maharashtra Film, Stage & Cultural Development Corporation Ltd. in accordance with your Request for Proposal dated [Insert Date] and our Technical qualification Proposal dated [Insert Date]. Our attached Financial Proposal for is for the sum of [Insert amount(s) in words and figures]. We are aware that any conditional financial offer will be outright rejected by MFSCDC Ltd. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal (180 days) from the date of submission of Bid.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical qualification deviations are attached here with this commercial offer.

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Date and Stamp of the signatory Name of Firm:



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

7.2. Format for Financial Bid

(To be submitted on the Letterhead of the bidder)

(FINANCIAL BID OR PRICE BID)

Date: DD/MM/YYYY

To

Chief Administrative Officer,
Maharashtra Film, Stage & Cultural Development Corporation Ltd.
Dadasaheb Phalke Chitranagari,
Goregoan East – 400065

Subject: Submission of Financial proposal in response to the Request for Proposal (RFP) for “**Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj**” is issued by Maharashtra Film, Stage & Cultural Development Corporation Ltd.

Ref.:

Sir,

As per Terms & Conditions of tender documents,

I/We _____ Address _____

Furnish the following rates for Request for Proposal (RFP) for “Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj” is issued by Maharashtra Film, Stage & Cultural Development Corporation Ltd.

Table: Commercial Bid Format

Table A: Consolidated Cost Summary

Sr. No.	Parameter	Amount (in INR)
1	Cost for Making Film on Life Work of Rashtrasant Tukadoji Maharaj	



Selection of a Creative Agency for Making Film on Life Work of Rashtasant Tukadoji Maharaj

18 % GST	
Total including 18 % GST	
Grand Total (18 % GST) in words	

Table B: Cost Break up

Sr. No.	Details	Rupees in Lakhs
1	Pre-Production	
2	Story/Director/Producer	
3	Artists	
4	Other Artists	
5	Direction Department	
6	Manufacturing Department	
7	Art/Set and Property	
8	Dress/Hairdresser	
9	Costume	
10	Equipment's	
11	Transportation	
12	Workers and Employees	
13	Travel and Allowance	
14	Food and Beverages	
15	Other Filming requirement	
16	Hard Disk	
17	Travel and Accommodation	
18	Music Department	
19	Editing Department	
20	Digital Laboratory Procedures	
21	Post Productions	
22	Insurance, Legal etc.	
23	CBFC Certificate	
24	Other Expenses	
	Contingency Cost (in %)	



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

Sr. No.	Details	Rupees in Lakhs
	Print and Theater Distribution Cost	
	Distribution (Other Platform)	
	Marketing and Advertisement expense	
	Sub-Total	
	Applicable Taxes	
	Total	

Note:

- Grand Total would be used for financial evaluation purposes.
- **Format of BOQ (excel) is a sample format. Please fill Amount in Column for only testing purpose. It will not be considered for commercial evaluation. Please fill all details in Annexure 7.2 financial proposal format which has to be enclosed separately in PDF format which shall be considered for the purpose of commercial evaluation. MFSCDC LTD. shall do its own calculations based on the rates submitted by the bidders in the PDF.**
- All amount in digits format and in INR only.
- The Bidder may be asked to submit component wise break-up of the quoted rate.
- The quoted price should be valid for a period of 180 days from the closing for submission of bids
- In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Date and Stamp of the signatory

Name of the Firm



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj

8. ANNEXURES

Annexure A: Format for “Request for Clarification”

All queries for the pre-bid meeting needs to be submitted in the following format (both soft copy to be submitted in excel format and hard copy) as mentioned in “Key Events and Dates” clause

MFSCDC Ltd.		
“Request for Proposal (RFP) for Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj”	Bidders request for clarification	
Name of Organization submitting the request.		
Name and Designation of person submitting the request.		
Full address of the Organization including Phone/Fax & e-mail point of contact.		
Bidding document reference (s) (page no. & section no.)	Content of tender document requiring clarification	Points of clarification required

Place:

Signature:

Date:

Company Seal:



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj.

Annexure B: Format for Declaration by the bidder for not being Blacklisted /Debarred

(To be submitted on the Letterhead of the bidder's company)

Date: DD/MM/YYYY

To

Chief Administrative Officer,
Maharashtra Film, Stage & Cultural Development Corporation Ltd.
Dadasaheb Phalke Chitranagari,
Goregoan East – 400065

Subject: Declaration for not being debarred / black-listed by Central / any State Government department / any Public Sector Undertaking in India as on the date of submission of the bid

Tender Reference No:

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company

_____ is not debarred /blacklisted by the Government of Maharashtra/ Any other state government/ Government of India which includes any Government Department, Public Sector Undertakings of the Government, Statutory Boards formed by the Government, Local Bodies in the State, Co-operative Institutions in the State, Universities and Societies formed by the Government for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, MFSCDC Ltd , Government of Maharashtra reserves the right to reject the Bid or terminate the Contract without any compensation to the Company and forfeiture of Earnest Money Deposit and/or Security Deposit

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone &Fax: E-mail address:

Seal of the Organization:



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj.

Annexure C: Format for Security Deposit

(On Rs. 100/- Stamp Paper or appropriate amount of value)

To
Chief Administrative Officer,
Maharashtra Film, Stage & Cultural Development Corporation Ltd.
Dadasaheb Phalke Chitranagari,
Goregoan East – 400065

WHERE AS..... (Name of Bidder) hereinafter called "The Bidder" has decided to participate in the tender number, hereinafter called "Tender" published by MFSCDC Ltd , hereinafter called "MFSCDC Ltd ".

AND WHEREAS it has been stipulated by you in the said Tender that the Bidder shall furnish you a Bank Guarantee (of Nationalized Bank/scheduled bank) for the sum specified therein as Security Deposit for compliance with the Bidder's obligations in accordance with the Tender.

AND WHEREAS we have agreed to give the Bidder a guarantee THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to 5% of contract value and we undertake to pay you, upon your first written demand declaring the Bidder to be in default of the tender conditions and without cavil or argument any sums within the limit of 5% of contract value as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of. ... 20.....

(Signature and Seal of Bank) Date: ___ Address: _____ Witness: _____



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj.

Annexure D: Creative Team

<<On the letterhead of the Bidding Organization>>

Date: dd/mm/yyyy

To

Chief Administrative Officer,
Maharashtra Film, Stage & Cultural Development Corporation Ltd.
Dadasaheb Phalke Chitranagari,
Goregoan East – 400065

Reference: Response to the Request for Proposal (RFP) for Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj.

<TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir/ Madam,

Details of Employees on the Organisation Payroll (Bidder shall give details of all employees as per section 2.20 & 2.21)

Sr. No.	Resources	Name	Employee	Qualification	Experience	Year with Organization	Remarks (if any)
1	Director						
2	Art Director						
3	Screenplay/Dialogue/Scriptwriter (Lyrics)						
4	Director of Photography						
5	Editor						
6	Executive Producer						
7	Music and Background Score						

For <Organization Name>

Signature (with Organization Stamp)

Name

Note: MFSCDC Ltd. may seek any additional detailed employment.



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj.

Annexure E: Financial Declaration of Bidder

(To be submitted on Letterhead of Statutory Auditor of respective Bidders)

We,, certify that we have verified the relevant financial statements and other records of (Name of Company), having its Indian registered office at..... The financials for the past three years have been summarized below:

1. Financial Declaration of Bidder

Description	Financial Year		
	2020-2021	2021-2022	2022-2023
(All Currency in INR and Crores)	A	B	C
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			
Average Annual Turnover $= (A+B+C)/3$			

The Average Annual Turnover for(Name of the Company) is INR <Insert Value> (Rupees <Insert Value in Words> and the(Name of the Company) has Positive Net Worth during the last 3 (three) Financial Years. (F.Y 20-21, 21-22, 22-23)

It is further certified that based on our review of financial statements together with the book of accounts, records and documents for the aforesaid financial years, the above-mentioned figures are true and correct to the best of our knowledge and as per information and explanations provided to our satisfaction by the(Name of the Company).

Signature of Authorized Signatory (with official seal)



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj.

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

Notes:

- Numbers available in currency other than Indian Currency have been converted using the Reserve Bank of India exchange rate prevailing on the last day of respective financial year.)
- The Financial Declaration submitted with the Bid must be certified and signed by a competent and qualified Chartered Accountant/ Statutory Auditor and should be on the Firms' letterhead; affixed with the Firm's seal.
- Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years (F.Y 20-21, 21-22, 22-23) shall be submitted as supporting evidence.



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj.

Annexure F: Previous Experience

(Bidders to submit details of each Films submitted as per Qualification Criteria in Section 2.20 & 2.21)

1. Name of Film:

2. Narrator: _____

3. Screenwriter: _____

4. Dialogue Writer: _____

5. Photographer: _____

6. Compiler: _____

7. Art Director/Production Designer: _____

8. Music Director: _____

9. Music Composer: _____

10. Lyricist: _____

11. Choreography: _____

12. Dress up: _____

13. Hairdresser: _____

14. Line Producer: _____

Relevant Principal Cast Members with brief details:

1. Main Actor: _____

2. Main Actress: _____

3. Main Supporting Actor: _____

4. Main Supporting Actress: _____

5. Other Supporting Actors: _____

6. Marketing Distribution and Publicity: _____

7. Full details of filming Location: _____

8. Details of amount to be invested by Co-Producer: _____

(if Co producer, details to be mentioned in separate page)

9. Financing from any other sources: _____



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj.

Annexure G: Declaration of Submission of Film

Sample Application

To,
Managing Director,
MFSCDCL,
Dadasaheb Phalke Chitranagri,
Goregaon East, Mumbai-65

Sir/Madam,

I am _____ willing to submit the proposal for the Direction/Production/Co-Production of the film for which I am submitting the concept (All details shall be given here)

Name of Producer/Director: _____

Address: _____

Individual/Partnership/LLP/Limited Company: _____

Contact No: _____

Email ID: _____

Aadhaar No: _____ PAN No: _____

GST No: _____

Movie Title
(Indicative): _____

Length () in Minutes: _____

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj.

Annexure H: Name and Details of the person to whom all references shall be made regarding the RFP

Name	
Designation	
Address	
Mobile No	
Telephone	
Fax	
E-mail address	

Signature of Authorised Signatory (with official seal) & Date

Name :
Designation :
Address :
Telephone :
Fax :
E-mail address :



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj.

Annexure I: Consortium Declaration

THIS JOINT CONSORTIUM AGREEMENT is entered into on this the day of 20...

AMONGST

..... Limited, a company incorporated under the Companies Act, 1956/2013 or LLP (Legal entity) and having its registered office at (Herein after referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Limited, a company incorporated under the Companies Act, 1956/2013 or LLP (Legal entity) and having its registered office at (Herein after referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

WHEREAS,

Maharashtra Film, Stage and Cultural Development Corporation having its office at Dadasaheb Phalke Chitranagari, Goregoan East – 400065 (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its Request for Proposal No. dated (the “**RFP**”) for pre-qualification and short-listing of bidders for Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj (the “**Project**”)

The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Consortium Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. *Definitions and Interpretations*

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ.

2. *Consortium*

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. *Role of the Parties*



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj.

The Parties hereby undertake to perform the roles and responsibilities as described below:

Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date

Party of the Second Part shall be the Technical Member of the Consortium;

Party of the Third Part shall be the Financial Member of the Consortium; and

4. *Joint and Several Liability*

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP

5. *Representation of the Parties*

Each Party represents to the other Parties as of the date of this Agreement that:

Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- a. require any consent or approval not already obtained;
- b. violate any Applicable Law presently in effect and having
- c. applicability to it;
- d. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
- e. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- f. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- g. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- h. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.



Selection of a Creative Agency for Making Film on Life Work of Rashtrasant Tukadoji Maharaj.

6. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

7. Miscellaneous

- a. This Joint Consortium Agreement shall be governed by laws of India.
- b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:
(Signature)
(Name)
(Designation)
(Address)

SECOND PART
(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

Notes:

The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

***** End of Document *****