

संचालनालय संस्कृति एवं पुरातत्व
रायपुर, छत्तीसगढ़


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कमांक सं.पु./19/2347

रायपुर, दिनांक 4/19/19

**छत्तीसगढ़ फिल्म विकास निगम हेतु Consultant/PMU की नियुक्ति के लिए
RFP/RFQ निविदा आमंत्रण।**

छत्तीसगढ़ फिल्म विकास निगम, के लिए सीमित अवधि हेतु Consultant/PMU नियुक्ति के लिए RFP/RFQ निविदा आमंत्रण की जा रही है। निविदा प्रपत्र एवं संपूर्ण विवरण संचालनालय संस्कृति एवं पुरातत्व, रायपुर में राशि रु. 5,000/- भुगतान कर प्राप्त किया जा सकता है। विभागीय वेबसाईट www.cgculture.in से भी डाउनलोड कर निविदा प्रपत्र प्राप्त किया जा सकता है। डाउनलोड किये गये निविदा प्रपत्र जमा करते समय राशि रु. 5,000/- की डी.डी. निविदा प्रपत्र शुल्क के रूप में जमा करना आवश्यक होगा। निविदा प्रपत्र दिनांक 07.09.2019 से दिनांक 25.09.2019 तक सायं 05.00 बजे तक प्राप्त की जा सकती है। निविदा प्रस्तुत करने की अंतिम तिथि दिनांक 07.10.2019 है। RFP/RFQ से संबंधित नियम एवं शर्तें विभागीय वेबसाईट www.cgculture.in में देखी जा सकती है।


संचालक
संस्कृति एवं पुरातत्व

CHHATTISGARH FILM DEVELOPMENT CORPORATION

Request for Qualification (RFQ)-cum-Request for Proposal (RFP)

**FOR SELECTION OF CONSULTANT/PROJECT
MANAGEMENT UNIT (PMU)
FOR PROVIDING ADVISORY SERVICES TO THE
DIRECTOR, CULTURE & ARCHAEOLOGY FOR
CHHATTISGARH FILM DEVELOPMENT CORPORATION
(CFDC)**

_____ 2019

ABOUT CHHATTISGARH FILM DEVELOPMENT CORPORATION

The Government of Chhattisgarh has established the **Chhattisgarh Film Development Corporation (CFDC)** on 14th February, 2019 under the Chhattisgarh Society RegistrickaranAdhiniyam 1973, for the development of film industry in the State. The Government has nominated the Corporation as a single authority to coordinate and implement all the schemes/ matters relating to the promotion of film industry in the State. The Corporation aims to ensure and place the Regional language Film Industry and theater arts on a firm footing in the State through sustained efforts.

DISCLAIMER

Volume -I	Request for Proposals
Volume -II	Draft Agreement

- II. The information contained in this Request for Qualification (RFQ) cum Request for Proposal (RFP) herein after to be referred as RFP or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the **Director, Culture & Archaeology** or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- III. Though adequate care has been taken in the preparation of the RFP, the Applicant should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the Director, Culture & Archaeology immediately before the Proposal due date. If no intimation is received by the Director, Culture & Archaeology within the date, it shall be deemed that the RFP is satisfactory and the Document is complete in all respects.
- IV. The RFP is not an agreement or an offer by the Director, Culture & Archaeology to the prospective Applicants or any other person. The purpose of the RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. The RFP includes statements, which reflect

various assumptions and assessments arrived at by the Director Culture & Archaeology in relation to the services.

Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. The RFP may not be appropriate for all persons, and it is not possible for the Director, Culture & Archaeology its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses the RFP. The assumptions, assessments, statements and information contained in the RFP Document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct due diligence and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the RFP Document and obtain independent advice from appropriate sources.

- V. Information provided in the RFP to the Applicants is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Director, Culture & Archaeology accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- VI. The Director, Culture & Archaeology, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in the RFP or otherwise, including the accuracy, adequacy, correctness, reliability or

completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of the RFP or arising in any way in this Selection Process.

- VII The Director, Culture & Archaeology also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any Applicant upon the statements contained in the RFP.
- VIII. The Director, Culture & Archaeology may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in the RFP.
- IX. The issue of this RFP does not imply that the Director, Culture & Archaeology is bound to select an Applicant or to appoint the Successful Applicant and the Director, Culture & Archaeology reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- X. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Director, Culture & Archaeology or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will be borne by the Applicant and the Director, Culture & Archaeology shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

1. INTRODUCTION

- 1.1. Chhattisgarh Film Development Corporations is established on 14th February, 2019 under the Chhattisgarh Society RegistrakaranAdhiniyam 1973. Director, Culture & Archaeology intends to appoint a consultant Firm for providing advisory to develop roadmap for Organizational Structure and defining their responsibilities. Consultant shall have to advise Director, Culture & Archaeology on development and growth of Film Industry in the state with the following objectives.
- 1.1.1. Providing opportunity for making films, documentaries in Chhattisgarhi language and other spoken regional languages, such as Gondi, Halbi etc.
 - 1.1.2. To provide opportunities for the development of talent in acting and film production in the state
 - 1.1.3. To attract investment in the state through the medium of film industry
 - 1.1.4. To assure telecast of state's movies on regional languages in the movie theatres and movie houses
 - 1.1.5. Incorporating visual culture into secondary and higher education courses, making efforts to make film production a part of tourism and promoting the overall activities related to film development in the state
 - 1.1.6. Development of infrastructure to promote film tourism in the state
 - 1.1.7. To promote and telecast the state cultural, mythological, historical heritage and glorious tradition in the country as well as abroad.

1.2. Nodal Officer for Information about the Project

For any additional information pertaining to this RFP, Director, Culture & Archaeology, Sanskriti Bhawan, Civil Lines, Raipur (C.G.) 492001, Email: deptt.culture@gmail.com, Phone no : 07712537404 may be contacted.

2. INSTRUCTIONS TO APPLICANTS

2.1. General Instructions

The Director, Culture and Archaeology for Chhattisgarh Film Development Corporation (the "Authority") invites Request for Proposal (RFP) for qualification of interested parties (the "Applicants") who fulfil the eligibility criteria given in section 3 and interested in participating for the Project.

Applicants are required to read the contents of this document carefully and to provide required information, as per the checklist so that capabilities of the Applicants can be fully appreciated and assessed.

2.2. Conflict of Interest

The Applicant for qualification shall be a single entity only.

A Bidder shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Earnest Money Deposit (EMD), as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if:

- (i) The Bidder, its member or Associates (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this , indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where

any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) A constituent of such Bidder is also a constituent of another Bidder; or
- (iii) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (iv) Such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's" information about, or to influence the Bid of either or each other; or

- (v) Such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.3 Cost of Bidding

2.3.1 The cost of RFP document shall be submitted in the form of Demand Draft of an amount equivalent to INR 5000/- (Rupees Five Thousand only) in favour of Director, Culture & Archaeology payable at Raipur. The cost of RFP document is non-refundable. The approximate value of the proposed work will be Rs. 10.0 L (Rs. Ten Lac only)

2.3.2 Earnest Money Deposit

Proposal should necessarily be accompanied by EMD of an amount of INR 50,000/- (Rupees Fifty Thousand Only) in the form of DD in favour of Director, Culture & Archaeology, of any scheduled bank, payable at Raipur

or

in the form of a Bank Guarantee as per Appendix 5.

The EMD shall be valid for a period of six months from the Last date of receipt of RFP. EMD submitted by the Successful Applicant, if paid in the form of DD, shall be adjusted with the Performance security.

EMD of unsuccessful applicants shall be returned within 2 weeks of selection of the successful applicant and same shall be returned without paying any interest amount.

EMD shall be forfeited in the following cases:

- i. if any information or document furnished by the Applicant is found to be misleading or untrue in any material respect; and
- ii. If the successful Applicant fails to execute the Consultancy Agreement within the time, stipulated in the Letter of Award or any extension thereof provided by Director, Culture & Archaeology.

2.3.3 Important Dates

1.	Date of issuance of Tender Document	07 September 2019, 11 AM
2.	Last date of sale of tender document	25 September 2019, 5 PM
3.	Last date to receive pre-bid queries	30 September 2019 Up to 3:00 P.M
4.	Last Date of receipt of RFP (Proposal Due Date)	07 October 2019 Up to 3:00 P.M
5.	Date of Opening of Technical Bid	10 October 2019 at 2 P.M
6.	Date of Opening of Financial Bid	17 October 2019 at 2 P.M

The Authority may, in its sole discretion, extend the Proposed Due Date by issuing a Corrigendum in accordance with Clause 2.4.2 uniformly for all Applicants.

Bids received by the Authority after the specified time on the Proposed Due Date shall not be eligible for consideration and shall be summarily rejected.

2.4 Amendment & Modification of RFP

2.4.1 At any time prior to the Last date of receipt of RFP, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP by the issuance of Addendum.

In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposed Due Date.

2.4.2 The Authority can issue a Corrigendum for any extension of the Proposal Due Date.

2.4.3 Queries

Applicants may send their queries to the Authority in writing before the date as per clause 2.3.3.

The envelopes shall be addressed as per Clause 2.6.1 and clearly bear the following identification:

"Queries/Request for Additional Information concerning RFP - APPOINTMENT OF CONSULTANT/PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO THE DIRECTOR, CULTURE & ARCHAEOLOGY FOR CHHATTISGARH FILM DEVELOPMENT CORPORATION (CFDC)"

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 days prior to the Proposal Due Date. The responses will be posted to all such queries on the Official Website.

The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.4.4 Clarifications

- (i) To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose.
- (ii) If a Bidder does not provide clarifications sought under Sub-Clause (i) above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is

not rejected, the Authority may proceed to evaluate the Bid by construing the requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

2.5 Format and Signing of Proposal

The Applicant is required to provide all the information as per this RFP document. Director, Culture & Archaeology shall evaluate only those Proposals that are received within the time and in the required format and are complete in all respects. Each Proposal shall comprise of all the documents as prescribed in this RFP.

2.6 Submission of Bids

2.6.1 All envelopes shall be addressed to:

**DIRECTOR
CULTURE & ARCHAEOLOGY
SANSKRITI BHAWAN, CIVIL LINES,
RAIPUR (C.G.) - 492001**

And sent by Speed Post/Registered Post only

2.6.2 If the envelope is not sealed and marked as instructed above, Director, Culture & Archaeology assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of Director, Culture & Archaeology, be rejected.

2.6.3 The Applicant is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Applicant's own risk.

2.6.4 It shall be deemed that prior to the submission of the Proposal, the Applicant has:

- Made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
- Received all such relevant information as it has requested from Director, Culture & Archaeology; and
- Made a complete and careful examination of the various aspects of the Projects for which the consultancy services are to be provided.
- Hardbound the proposal in the required sequence and format.

2.6.5 Director, Culture & Archaeology shall not be liable for any mistake or error or neglect by the Applicant in respect of the above.

2.7 Sealing and Marking of Bids

The Technical Proposal shall contain Envelope 1 should be marked as "Technical Proposal". List of documents to be placed in Envelop 1 are prescribed hereunder

2.7.1 Envelope 1: "Key Submission"

- Document fee INR 5,000/- in the form of Bank Draft payable to Director, Culture & Archaeology payable at Raipur
- Checklist for submission of RFP (Appendix – 1)
- Letter comprising the bid (Appendix – 2)
- Declaration (Appendix – 3 & 4)

- e. EMD in the prescribed format as per clause 2.3.2
- f. Details of Applicant (Appendix – 7)
- g. Power of Attorney for signing of Bid in the prescribed format (Appendix – 8)
- h. Certified copy of Certificate of Incorporation
- i. Bidder's duly audited balance sheet and profit and loss account for the preceding three years; 2018-19, 2017-18, 2016-2017 or 2017-18, 2016-17, 2015-16
- j. A copy of complete bid document & addendum if any along with draft Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney
- k. A self-certification from authorized signatory that the applicant has not been blacklisted as per Clause 3.3.3 & 3.3.4.
- l. Technical Experience (Appendix – 9)
- m. Financial capacity (Appendix – 10)
- n. Curriculum Vitae (Appendix – 11)

Proposal should contain information and all the details as prescribed in the RFP for bidder in specified formats along with all supporting documents.

2.7.2 Envelope 2: "Financial Proposal"

The Bidder shall submit the Financial Proposal in the format specified at Appendix – 12, and seal it in an envelope and mark the envelope as "Envelope 2: **Financial Proposal**". All the envelopes specified above shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification:

"Selection of CONSULTANT FOR PROVIDING ADVISORY SERVICES TO THE DIRECTOR, CULTURE & ARCHAEOLOGY FOR CHHATTISGARH FILM DEVELOPMENT CORPORATION (CFDC)"

- 2.7.3 It shall clearly indicate the name and address of the Bidder. In addition, the Proposal Due Date should also be indicated on the right hand top corner of each of the envelopes
- 2.7.4 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted
- 2.7.5 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected

2.8 Validity of Bids or Tender

- 2.8.1 The Bid or Tender shall be valid for a period of six months from the Last date of receipt of RFP

2.9 Cancellation of Bidding Process and Rejection of Bids

The Authority reserves the right to cancel the Bidding Process and accept or reject all or any of the Bids without assigning any reason whatsoever. It is not

obligatory for the Authority to accept any Bid or to give any reasons for their decision.

2.10 Performance Security

A Performance Security equivalent to 2% of the total Annual Fee quoted by the Successful

Bidder and the same shall be paid by the Selected Bidder in the in the form of

- i. DD in favour of Director, Culture & Archaeology, Sanskriti Bhawan, Civil Lines, Raipur Chhattisgarh 492001, of any scheduled bank, payable at Raipur
- OR

- ii. A Bank Guarantee as per Appendix 6.

The same shall be returned after the end of the contract, without any interest and after deducting penalties, if any. It shall be paid by the Successful bidder during the time of Signing of Contract.

2.11 Sale of RFP Document

RFP document can be obtained between 1100 hours and 1700 hours on all working days from the Authority i.e. Director, Culture & Archaeology, Sanskriti Bhawan, Civil Lines, Raipur (C.G.) 492001. The document can also be downloaded from the official website of the Authority at www.cgculture.in

3. Evaluation Process and Eligibility Criteria

3.1. Opening and Evaluation of Bids

- 3.1.1 Envelop – 3 (Financial Proposal) of the short listed Applicant only shall be opened after intimation of the date, time and venue of such opening in presence of Shortlisted Applicant or their representatives, who choose to remain present
- 3.1.2 Director, Culture & Archaeology reserves the right to reject any Proposal not submitted on time and/or which does not contain the information/documents as set out in this RFP document
- 3.1.3 To facilitate evaluation of Proposals, Director, Culture & Archaeology may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal

3.2. Tests of Responsiveness

- 3.2.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - a. It is received as per format as per various Appendix
 - b. It is accompanied by EMD as prescribed
 - c. It is received by the Proposal Due Date including any extension thereof
 - d. It is accompanied by the Power(s) of Attorney as specified in Appendix
 - e. It contains all the information (complete in all respects) as requested in this RFP.
 - f. It contains information in formats same as those specified in this RFP

- g. It does not contain any condition and
- h. It is not non-responsive in terms hereof

3.2.2. The Authority 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.

3.2.3. The Applicant's competence and capability is proposed to be established by the following parameters:

- a. Financial Capability in terms of Turnover (the "Turnover"); and
- b. Technical Experience of Applicant

On each of these parameters, the Applicants would be required to meet the eligible criteria as detailed in this Section. The evaluation shall be carried for both the above mentioned parameters. Only those Applicant(s) scoring >70% marks will be short listed for opening of Financial Proposal.

3.3. Minimum Eligibility Criteria

The Applications are invited from consulting firms; meeting the following conditions to apply for the RFP:

3.3.1. Financial Capacity:

The Applicant should have a minimum Average Annual turnover of INR 5.0 crore from Consulting services in India in last three financial years (2018-19, 2017-18 and 2016-17) or (2017-18, 2016-17 and 2015-16);

3.3.2. Technical Experience:

- The Applicant must be a single entity (any kind of consortium is not allowed), and incorporated & registered in India under Companies Act 2013 or Partnership Act 1932 or Limited Liability Partnership Act 2008 and should be in consulting services for a period of not less than 10 years from Proposal Due Date in India; and
- In last 5 years from Proposal Due Date, the bidder should have advisory experience in at least 3 **Program Management Unit/ Consultant (PMU/PMC) assignment/ project for consultancy in Film Industry/ Tourism Industry with Central Government or State Governments/Government agencies** each of at least 1 year engagement and consulting fees of at least Rs 0.5 Crores. At least two of the three projects shall be in Film Industry/Tourism Industry with Central Government or State Governments/government agencies.

3.3.3. Team

I. Onsite Team:

The Team shall consist of the following key personnel (the "Key Personnel") and all the personnel shall be deployed at the office of Director, Culture & Archaeology:

SI	Position	Minimum	Minimum Experience
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RFP for APPOINTMENT OF CONSULTANT/PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO THE DIRECTOR, CULTURE & ARCHAEOLOGY FOR CHHATTISGARH FILM DEVELOPMENT CORPORATION (CFDC)

		Qualification	
1	Team Leader/ Principal Consultant	Bachelor in Bachelor of Technology MBA in Finance/ Masters in Finance from a reputed College/University	8 years of experience in total in Consultancy/ Planning/ Strategy/ Project Management, of which at least 4 years in advising Central Government/ State Government/Government Agencies in handling Film Industry/ Tourism Industry projects/ assignment. Should have worked as a Team Leader for a Project. Should have understanding of Business Plan Preparation, Policy Preparation, Transaction Advisory and Bid Process Management
2	Senior Consultant – Business Strategy/ Bid Process Management Expert	MBA/ Masters from a reputed College/University	5 years of experience in Business Strategy formulation/ Due Diligence/ DPR Preparation/Bid Process Management Should have at least 3 years experience in advising Central Government/ State Government /Government Agencies
3	Consultant – Policy Expert	MBA - Public Policy/Master's in mass communication/ Journalism from a reputed College/University	3 years of experience in Policy Drafting. Should have at least 2 years experience in advising Central Govt./State Govt. / Govt. Agencies

The selected Applicant shall take approval of Curriculum Vitae of key personnel(s) from the Authority before deployment.

II. Subject Matter Experts (SME):

The Authority from time to time may ask to deploy or ask for the services from the SMEs. The man-day cost of SMEs will be calculated based on the monthly fee quoted for the Senior Consultant in Appendix-12 of this RFP, however the cost of SMEs shall not be considered for the purpose of evaluation under this RFP. The consultant has to take approval of the CV and deploy the SME within 30 days of requirement raised by the Authority. The services from following SMEs may be required:

SI	Position	Minimum Qualification	Minimum Experience
1	Organization Transformation Expert	Master's degree /Management or equivalent from a reputed college	5 years of experience in Organizational Structuring (Diagnostic, Design Principal & Structure Options)/ KPI Review and Performance Management System Design of an Organization/ Organization Transformation & Change Management Support
2	Investment promotion Expert	Master's degree in Management/Communication from a reputed college	5 years of experience in investment promotion and investor's outreach and hand holding of Private Institutions & Government Agencies
3	Media & Marketing Specialist	MBA Marketing/ Masters in Mass Communication or Journalism from a reputed college	5 years experience in marketing / media management. Should have at least 1 year experience in working with any Government Departments or Government bodies.
4	IT Specialist	Bachelors /PG in IT/ Computer Science	5 years of experience in IT Sector, Should have worked in atleast 2 projects in development of Website/ MIS/ Dashboards

- 3.3.4. Any entity which has been barred by the Central / State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.
- 3.3.5. An Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Applicant.
- 3.3.6. While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient.

3.4. Criteria for Evaluation of Bids

3.4.1. Evaluation parameters for Qualification Stage

Only those Bidders who meet the eligibility criteria specified in Clauses 3.3.1 and 3.3.2 above shall qualify for evaluation under this Section 3.4. Bids of firms, who do not meet these criteria, shall be rejected.

3.5. Technical Experience Evaluation Criteria

3.5.1. Technical Evaluation

S. No.	Criteria	Sub Marks	Max Marks
1	Bidder Credentials & Experience <i>(Completed as well as Ongoing projects will be considered for evaluation)</i>		60
A	Average Annual Turnover for last 3 Financial years (2018-19, 2017-18 and 2016-17) or (2017-18, 2016-17 and 2015-16) from Consultancy Services in India. 2 marks for INR 5.0 crore Turnover, 1 mark for each additional INR 0.25 crore Turnover up to a maximum of 10 marks.	10	
B	In last 5 years from Proposal Due Date, the bidder having advisory experience in Program Management Unit/ Consultant (PMU/PMC) assignment/ project for consultancy in Film Industry/ Tourism Industry with Central Government or State Governments/Government agencies each of at least 1 year engagement assignment with consultancy fees of at least 0.5 Crore will fetch 2.5 marks each/ assignment with consultancy fees of at least 0.05 Crore will fetch 5 marks each – maximum 15 marks	15	
C	In last 5 years from Proposal Due Date, the bidder having engagement comprising experience on Policy drafting/ Business Plan Development with Central Government or State Governments/ government agencies. 2marks for each assignment – maximum 6 marks	6	
D	In last 5 years from Proposal Due Date, the bidder having experience in Due Diligence/ Feasibility Study/ DPR preparation/ Master Planning in Film Industry/Tourism Industry assignment with Central Government or State Governments/ government agencies and engagement should be of at least 1 year • 1 Marks for each assignment- maximum 10	10	

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	marks		
E	In In last 5 years from Proposal Due Date, the bidder having experience as Knowledge Partner/ Investment & Promotion/ Ease of Doing Business assignment with Central Government or State Governments/ Government agencies having consulting fees of at least Rs 0.5 Crores and engagement should be of at least 1 year. 2.5 Marks for each assignment- maximum 10 marks	10	
F	Transaction Advisor for development of Film Cities 2.5 Marks for each assignment – Maximum 5 Marks	5	
G	In last 5 years, experience in Program Management Unit/ Consultant (PMU/PMC) assignment/ project for Consultancy Infrastructure Development/ Transaction Advisory/DPR/Policy preparation/ Investment Promotion/ Ease of Doing Business with Chhattisgarh Governments or its agencies of at least 1 year engagement and consulting fees of at least Rs 0.5 Crores 2 Marks for each assignment- maximum 4 Marks	4	
2	Key Personnel Credentials		20
A	Team Leader/ Principal Consultant	10	
B	Senior Consultant –Business Strategy/ Bid Process Management Expert	5	
C	Consultant – Policy Expert	5	
3	Project Implementation (Technical Presentation)		20
A	Understanding of the Project	5	
B	Approach and Methodology	15	
Total			100

The key personals whose Curriculum Vitae is submitted for evaluation shall be on company's pay role.

Applicants have to provide separate credentials against the scoring criteria. For abundant clarity, the applicants can repeat assignments used for establishing eligibility (as per Clause 3.3.2) for evaluation purpose (as per Clause 3.5.1). However the assignments cannot be repeated during evaluation as per Clause 3.5.1(B), 3.5.1(C) and 3.5.1(D), 3.5.1(E), 3.5.1(F), 3.5.1(G) .

- 3.5.2. The Bidders must provide the necessary information relating to Technical Experience as per format at Appendix 9.
- 3.5.3. The Bid must be accompanied by the Audited Annual Reports of the Bidder for financial years; ((2018-19, 2017-18 and 2016-17) or (2017-18, 2016-17 and 2015-16))
- 3.5.4. The Bidder must establish a minimum Turnover specified in Clause 3.3.1 and provide details as per format at Appendix 10.
- 3.5.5. The Bidder shall give an undertaking to certify the information relating to technical experience is correct on Non-judicial stamp paper and same shall be notarised.
- 3.5.6. The Date of Technical Presentation shall be intimated later by the Authority.

3.6 Short-Listing of Bidders

- 3.7.1. The Applicants shall be shortlisted on the basis of eligibility criteria specified in clause 3.3 and Technical Experience Evaluation Criteria specified in clause 3.5. Only those Applicants with a technical experience score of ≥ 50 shall be shortlisted for financial evaluation.

3.8 Bid Stage

- 3.8.1. In the Bid Stage, Financial proposals would be opened only for those Bidders who have been shortlisted as per Clause 3.7.1
- 3.8.2. QCBS method shall be adopted for selection. Bidder with the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The formula for determining the financial scores is the following: $Sf = 100 \times Fm/F$, in which Sf is the financial score, Fm is the lowest price and F is the price of the proposal under consideration.
- 3.8.3. The formula for determining the technical score is as follows: $St = T$, in which St is the technical score of the proposal under consideration.
- 3.8.4. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights ($Wt =$ the weight given to the Technical Proposal; $Wf =$ the weight given to the Financial Proposal; $Wt + Wf = 1$) indicated below. The combined score (S) will be calculated as follows: $S = St \times Wt + Sf \times Wf$.
- 3.8.5. The weights given to the Technical and Financial Proposals are: $Wt = 80\%$; $Wf = 20\%$, respectively.
- 3.8.6. Financial proposal is required to be furnished in the format at Appendix 12 clearly indicating price bid both figures and words and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the price bid indicated in words shall be taken into account.
- 3.8.7. In the event that two or more Bidders score equal marks as per clause 3.8.5 (the "Tie Bidders"), the Authority shall identify the Selected Bidder with higher technical score as per clause 3.5.1
- 3.8.8. After selection, a Letter of Award (the "LOA"), shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as mutually agreed.

3.11. Term

3.10. The Project shall be awarded for a period of 3 months only.

3.12. Director, Culture & Archaeology Obligations

3.12.1. Issue all such instructions to officials, agents and representatives of the Government as may be necessary or appropriate for the prompt and effective implementation of the Services

3.13 Payment Conditions

3.13.1 The Consultant shall quote the monthly professional fee for all the key personnel to be deployed at Director, Culture & Archaeology as per **Appendix-12** and the same shall include all out of pocket expenses but will be exclusive of service taxes.

3.13.2 Payment of fees for the services provided by Selected Applicant shall be made on monthly basis. By 10th day of each month the Selected Applicant shall raise invoice for the monthly fee for the previous month. The first monthly fees shall be due & be paid one month after the actual deployment of the staff at Chhattisgarh Film Development Corporation. The fees shall be inclusive of all out of pocket expenses of the personnel deployed and overheads & miscellaneous expenses and profit.

3.13.3 The services may commence soon after the appointment. The GST, as applicable shall be paid extra. The taxes shall be deducted at source as per law.

3.13.4 Travel, Subsistence and Disbursement: Consultant/PMU personal shall be eligible for reimbursable boarding, lodging and travelling charges on actual basis for the project related travel and stay approved by Director, Culture & Archaeology, at par with class I officer of Govt. of Chhattisgarh. These will be reimbursed to Consultant/PMU by Director, Culture & Archaeology.

4. Scope of Services for Consultant

4.1. Scope of Services

The Consultant/PMU will work in tandem with the existing department staff and shall be responsible, amongst others, for the following services:

I. Mandatory Scope of work:

4.1.1 Business Plan for Chhattisgarh Film Development Corporation

- Study compiling Film & TV sub-sector Overview, enhancing industry insight in the state
- Revenue Model & Financial Plan
 - Identification of various possible sources of revenue for the corporation
 - Budget preparation for a year under different heads
 - Establishment Budget
 - Marketing & Promotion Budget

- State Film Festival Budget
 - Capital/ Infrastructure Budget for the development of Shooting Destinations and other allied infrastructures
 - Chhattisgarh Film Development and Promotion Policy
 - Review of draft Chhattisgarh Film Development and Promotion Policy
 - Preparation of guidelines for identification of beneficiary under the incentive scheme of the policy
 - Preparation of guidelines defining the time framework for disbursement of grant/ subsidy/ incentive to the beneficiary under the policy
 - Preparation of draft guidelines, rules & regulations on establishment of 'Film Development Fund' as per the policy
 - Strategy to attract investment under Film Industry in the State
 - Vision document for development of Film Tourism in the State
 - Identification of Shooting locations in the state and recommendation on basic infrastructure requirement to promote the destination as shooting locations
 - Strategy for development of website for Chhattisgarh Film Development Corporation
- 4.1.2 Bid Process Management for appointment of execution agencies (Like expert for Website Development; Investment Promotion Expert; Marketing & Promotion Expert; PR & Communication Expert; Investor for Film City; Architect, PMC, Contractor for shooting destination development etc) under the recommendations of Road Map/ Strategy Document prepared in**
- a. Assistance in preparation of term sheet
 - b. Assistance in preparation of tenders/EOI/RFQ/RFP/agreements/MOU as per the requirements
 - c. Assistance in Bid Evaluation and selection of Agency
- 4.1.3 Transaction Advisory Services for Development of Film City in the State**
- a. Assistance in performance of Feasibility study
 - b. Preparation of Memorandum for project appraisal for the state govt./ PPPAC
 - c. Bid Process management
 - d. Assistance in formation of Special Purpose Vehicle and Financial Closure of the Project

CFDC will get all the bid documents and Concession Agreement legally vetted on its own.

II. Additional Scope of work:

The Authority may also ask the Consultant to execute the work defined in clause 4.1.4, if required and on mutual agreement between the parties, additional manpower may be deployed to execute such work as per the terms and conditions of this RFP and rates discovered under this RFP.

4.1.4 Road Map/ Strategy Plan for Chhattisgarh Film Development Corporation

- Assistance in formulation of Organizational Structure
 - Assessment of Corporations current development program and its potential for expanded development
 - Devise comprehensive organization development plan
 - Staffing Analysis
 - Roles, responsibility and accountability

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- salary structure against each position
 - Processes and Reporting Relationships
 - Standard development process while maintaining the organization's essential characteristics
- Organization's service delivery guidelines
 - In the lines of 'Ease of Doing Business' propose a framework that facilitate and support Regional Film Production, Studio Operation and Distribution
 - Single Window Agency for the State Govt. for redressal of Regional Film Industry of the State
 - Assistance on necessary Acts, Rules & Regulations, Policies & Guidelines to be formulated
 - Understanding the current scenario of the film industry in the state suggestions on necessary Acts, Rules & Regulations, Policies & Guidelines to be formulated
 - Necessary Licenses and Certifications
 - Benchmark study of organizational structure of Film Development Corporation of other states (at least of 3 states of India)
 - Assistance in formulation of Schemes to encourage growth of film, television and theatre art in the state of Chhattisgarh
 - Identification of various Central govt. Schemes for growth of Film Industry and allied infrastructures
 - Road Map for organizing State Film Festival
 - Strategy to attract investment under Film Industry in the State
 - Strategy to facilitate marketing & promotion of regional films and TV series

Appendix 1: Checklist for Submission of RFP

S. No.	Enclosures to the RFP	Status (Submitted/ Not Submitted)	Comments, if any
1	Envelop 1& 2 – All put it one Envelope		
Envelope - 1			
2	Document fee INR 5,000/- in the form of Bank Draft payable to Director, Culture & Archaeology payable at Raipur		
3	Checklist for submission of RFP (Appendix – 1)		
4	Letter comprising the bid (Appendix – 2)		
5	Declaration (Appendix – 3 & 4)		
6	EMD in the prescribed format as per clause 2.3.2		
7	Details of Applicant (Appendix – 7)		
8	Power of Attorney for signing of Bid in the		

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	prescribed format (Appendix – 8)		
9	Certified copy of Certificate of Incorporation		
10	Bidder's duly audited balance sheet and profit and loss account for the preceding three years; ((2018-19, 2017-18 and 2016-17) or (2017-18, 2016-17, 2015-16 or 2014-15))		
11	A copy of complete bid document & addendum if any along with draft Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney		
12	A self-certification from authorized signatory that the applicant has not been blacklisted as per Clause 3.3.4 & 3.3.5.		
13	Technical Experience (Appendix – 9) with supporting documents		
14	Financial capacity (Appendix – 10) with supporting documents		
15	Curriculum Vitae (Appendix – 11)		
16	Any other information as required in RFP		
Envelope - 2			
17	Financial Proposal (Appendix – 12)		

Appendix 2: Format for Covering Letter

Date:

**To,
DIRECTOR
CULTURE & ARCHAEOLOGY
SANSKRITI BHAWAN, CIVIL LINES,
RAIPUR (C.G.) 492001**

**Sub: APPOINTMENT OF CONSULTANT/PROJECT MANAGEMENT UNIT (PMU)
FOR PROVIDING ADVISORY SERVICES TO THE DIRECTOR CULTURE &
ARCHAEOLOGY FOR CHHATTISGARH FILM DEVELOPMENT CORPORATION
(CFDC)**

Dear Sir,

1. With reference to your RFP document No. _____ I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices and Annexures is true and correct and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the advisory services to Director, Culture & Archaeology.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:
 - a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;
 - b) I/ We do not have any conflict of interest in accordance with Clause 2.2 of the RFP document;
 - c) I/We have not directly or indirectly engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 3.2.6 of the Volume II of this RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- d) I/ We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Projects, without incurring any liability to the Bidders, in accordance with Clause 2.9 of the RFP document.
9. I/ We believe that we/ satisfy the Turnover criteria and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
10. I/ We declare that we/ are/ is not a Member of any other firm submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our MD or any of our Directors.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
15. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
16. I/We have studied all the Bidding Documents carefully and also surveyed the Project Site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of contract.
17. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / is not awarded to me/us or our Bid is not opened.
18. The power of attorney for signing of Bid is as per format provided in the RFP enclosed.
19. I/ We hereby confirm that we are in compliance of/ shall comply with the requirements of APPOINTMENT OF CONSULTANT/PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO

RFP for APPOINTMENT OF CONSULTANT/PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING
ADVISORY SERVICES TO THE DIRECTOR, CULTURE & ARCHAEOLOGY FOR CHHATTISGARH FILM
DEVELOPMENT CORPORATION (CFDC)

THE DIRECTOR CULTURE & ARCHAEOLOGY FOR CHHATTISGARH FILM
DEVELOPMENT CORPORATION (CFDC).

20. I/we agree and undertake to abide by all the terms and conditions of the RFP document.
21. I/We agree and undertake to be liable for all the obligations of the Agreement.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature of the Authorised Signatory)

(Name and designation of the Authorised signatory)

Date:

Place:

Appendix 3: Important Instructions to Applicants for those who have Downloaded the RFP Document from Website

The Applicant, who has downloaded the RFPs from the web, should read the following important instructions carefully before actually quoting the rates and submitting the RFP documents: -

1. The Applicant should see carefully and ensure that the complete RFP document as per the index given.
2. The printout of RFP document should be taken on A4 paper only and the printer settings etc. are such that document is printed as appearing in the web and there is no change in formatting, number of pages etc.
3. The Applicant should ensure that no page in the downloaded RFP document is missing.
4. The Applicant should ensure that all pages in the downloaded RFP document are legible and clear and are printed on a good quality paper.
5. The Applicant should ensure that every page of the downloaded RFP document is signed by Applicant (Authorised Signatory).
6. The Applicant should ensure that the downloaded RFP document is properly spiral bound, numbered and sealed before submitting the same.
7. The Applicant shall furnish a declaration to this effect that no addition/deletion/ corrections have been made in the RFP document submitted and it is identical to the RFP document appearing on Web site.
8. The Applicant should read carefully and sign the declaration given on the next page before submitting the RFP.
9. The cost of RFP should be submitted along with the EMD as detailed in RFP.

Appendix 4: Declaration

(To be given by the Applicant who has downloaded the RFP from the Website)

It is to certify that:

1. I / We have submitted the RFPs in the Proforma as downloaded directly from the Website and there is no change in formatting, page numbering etc.
2. I / We have submitted RFP documents which are same / identical as available in the website.
3. I / We have not made any modifications / corrections / additions /deletions etc. in the RFP documents downloaded from web by me /us.
4. I / We have checked that no page is missing and all pages as per the index are available & that all pages of RFP document submitted by us are clear and legible.
5. I / We have signed (Authorised Signatory) all the pages of the RFP document before submitting the same.
6. I / We have sealed the RFP documents by Wax /Adhesive tape properly before submitting the same.
7. I / We have submitted the cost of RFP along with the EMD and all Credentials.
8. I / We have read carefully and understood the important instructions to all Applicants who have downloaded the RFPs from the web.
9. In case at any stage later, it is found that there is difference in my/our downloaded RFP documents from the original, Director, Culture & Archaeology shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.
10. In case at any stage later, it is found that there is difference in my/our downloaded RFP documents from the original, the Proposal / work will be cancelled and Earnest Money / Performance guarantee/ Security Deposit will be forfeited at any stage whenever it is so noticed. Director, Culture & Archaeology will not pay any damages to me / us on this account.

Dated:

Address:

Phone No:

(Applicant)

Appendix 5 - Format of Bank Guarantee for Earnest Money Deposit (EMD)

B.G. No.

Dated:

In consideration of you, **Director, Culture & Archaeology, Sanskriti Bhawan, Civil Lines, Raipur (C.G.) 492001**, having its office at **Directorate Culture & Archaeology, Sanskriti Bhawan, Civil Lines, Raipur (C.G.) 492001**, (hereinafter referred to as the "CFDC", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Tender of and having its office at

_____ and acting on behalf of the Tendered (hereinafter referred to as the Tenderer" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), "**APPOINTMENT OF CONSULTANT/PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO THE DIRECTOR, CULTURE & ARCHAEOLOGY FOR CHHATTISGARH FILM DEVELOPMENT CORPORATION (CFDC)**" in Raipur (hereinafter referred to as "the Project") pursuant to the Tender Document no..... Dated..... issued in respect of the Project and other related documents (hereinafter collectively referred to as "Tender Documents"), we [Name of the Bank] having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Tenderer, do hereby in terms of the Tenderer Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Document by the said Tenderer and unconditionally and irrevocably undertake to pay forthwith to Director, Culture & Archaeology an amount of INR /- (Indian Rupees only) as Earnest Money Deposit (hereinafter referred to as the "Earnest Money Deposit") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Tenderer if the Tenderer shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender Documents

1. Any such written demand made by Director, Culture & Archaeology stating that the Tenderer is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.
2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Tenderer or any other person and irrespective of whether the claim of Director, Culture & Archaeology is disputed by the Tenderer or not merely on the first demand from Director, Culture & Archaeology stating that the amount claimed is due to Director, Culture & Archaeology by reason of failure of the Tenderer to fulfil and comply with the terms and conditions contained in the Tender Documents including failure of the said Tenderer to keep its Tender open during the Tender validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this

Guarantee shall be restricted to an amount not exceeding INR 50,000 (Indian Rupees Fifty Thousand only).

3. This Guarantee shall be irrevocable and remain in full force for a period of 240 (Two hundred and forty) days from the Tender Due Date or for such extended period as may be mutually agreed between Director, Culture & Archaeology and the Tenderer, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
4. We, the Bank, further agree that Director, Culture & Archaeology shall be the sole judge to decide as to whether the Tenderer is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents including, inter alia, the failure of the Tenderer to keep its Tender open during the Tender validity period set forth in the said Tender Documents, and the decision of Director, Culture & Archaeology that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between Director, Culture & Archaeology and the Tenderer or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Tenderer or the Bank or any absorption, merger or amalgamation of the Tenderer or the Bank with any other person.
6. In order to give full effect to this Guarantee, Director, Culture & Archaeology shall be entitled to treat the Bank as the principal debtor. Director, Culture & Archaeology shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tenders or the Tender validity period or the period for conveying acceptance of Letter of Award by the Tenderer or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to Director, Culture & Archaeology, and the Bank shall not be released from its liability under these presents by any exercise by Director, Culture & Archaeology of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act or omission on the part of Director, Culture & Archaeology or any indulgence by Director, Culture & Archaeology to the said Tenderer or by any change in the constitution of Director, Culture & Archaeology or its absorption, merger or amalgamation with any other body or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

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9. It shall not be necessary for Director, Culture & Archaeology to proceed against the said Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which Director, Culture & Archaeology may have obtained from the said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of Director, Culture & Archaeology in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. The Bank Guarantee number _____, dated _____ shall be operative at Raipur and if invoked, be encashable at (name of bank and its branch in Raipur and branch code).

Signed and Delivered by

By the hand of Mr./Ms _____, its _____ and authorized official.

(Signature of the Authorised Signatory)

(Official Seal)

Appendix 6 - Form of Performance Security (Bank Guarantee)

To,
DIRECTOR
CULTURE & ARCHAEOLOGY
SANSKRITI BHAWAN, CIVIL LINES,
RAIPUR (C.G.) 492001

WHEREAS _____ [Name and address of the Law Firm] (hereinafter called "the Firm") has undertaken, in pursuance of RFP no. _____//CFDC/2019Raipur, dated ____/____/2019 to provide the services on terms and conditions set forth in the Draft Contract under above mentioned Request for Proposal document for **APPOINTMENT OF CONSULTANT/PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO THE DIRECTOR CULTURE & ARCHAEOLOGY FOR CHHATTISGARH FILM DEVELOPMENT CORPORATION (CFDC).**

AND WHEREAS it has been stipulated by you in the said Contract/RFP that the Firm shall furnish you with a Bank Guarantee by a Scheduled Nationalized Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract/RFP.

AND WHEREAS we _____ (Name and address of the bank) have agreed to give the firm such a bank Guarantee.

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Firm up to a total of _____ [amount of Guarantee] _____ [in words], such sum being payable in Indian Rupees, and we undertake to pay you such amount in favour of **Director, Culture & Archaeology**, through our branch operable at Raipur at _____ (provide the address of the branch at Raipur) and if invoked, be encashable at _____ (address and code no. of branch at Raipur) of _____ bank, upon your first written claim or demand, and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Firm shall in any way release us

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from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Firm or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to INR _____ (Rupees _____ in words) and the guarantee shall remain valid till _____ that is until 850 days from the date of Signing of this Agreement (letter no _____ dated _____) issued to the Firm, Unless a claim or a demand or a request for extension in writing is made upon us on or before _____ [date] before _____ [Indian standard time] all our liability under this guarantee shall cease to be in effect in all respects whether or not the original bank guarantee is returned to us.

This guarantee shall be extended/ renewed, before the expiry of this Bank Guaranty, if required, for a period up to 3 months from the date of completion of assignment by the Firm.

This Bank Guaranty no. _____ dated _____ shall be operative at Raipur and if invoked, be encashable at the _____--[name of the bank and its branch at Raipur], branch code no. _____

Signature and Seal of the Guarantor _____

Name and Designation _____

Name and Seal of the Bank _____

Address

Date

In presence of

1. _____

(Name, Signature & Occupation)

2. _____

(Name, Signature & Occupation)

Appendix 7 - Details of Applicant

1. Applicant Details

- a. Name of the Firm
- b. Constitution of the Firm
- c. Address of the registered and corporate office(s) (incl. Tel Number)
- d. Date of incorporation and/or commencement of business
- e. Company Registration no.
- f. PAN of the Firm
- g. Service tax registration No.
- h. Years of experience in Consulting services in India:

2. Details of individual(s) who will serve as the point of contact / communication for CFDC with the Applicant:

- a. Name:
- b. Designation:
- c. Company/Firm:
- d. Address:
- e. Telephone number:
- f. E-mail address:
- g. Fax number:
- h. Mobile number:

Note: Notarised copies of following documents to be enclosed:

- I. PAN
- II. Certificate of incorporation and commencement of business OR certificate of registration

Signature of Applicant (Authorised Signatory)

Appendix 8 - Power of Attorney for Signing of Bid

(On a Non-Judicial Stamp Paper of INR 100 duly attested by notary public)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at _____, who is presently employed with us and holding the position of "APPOINTMENT OF CONSULTANT/PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO THE DIRECTOR, CULTURE & ARCHAEOLOGY FOR CHHATTISGARH FILM DEVELOPMENT CORPORATION (CFDC)" as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the proposal being developed by Director Culture & Archaeology for the Chhattisgarh Film Development Corporation (the "Authority") including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

In witness whereof we, the above named principal have executed this power of attorney on this _____ day of _____, 20__.

For

(Signature, name, designation and address)

Witnesses:

1

.

2

.

(Notarised)

(Accepted)

(Signature)

(Name, Title and Address of the Attorney)

Appendix 9 - Format for Technical Experience

(To be filled for each service provided)

	Firm's name:	
1.	Assignment/job name	
1.1	Description of Project	
1.2	Approx. value (contract)	
1.3	Country	
1.4	Location within country	
1.5	Duration of Assignment/job (months)	
1.6	Name of Employer	
1.7	Address	
1.8	Total No. of staff-months of the Assignment/job	
1.9	Approx. value of the Assignment provided by the firm under the contract (in INR)	
1.10	Start date (month/year)	
1.11	Completion date (month/year)	
1.12	Name of associated Consultants, if any	
1.13	No. of professional staff months provided by associated Consultants	
1.14	Name of senior professional staff of the firm involved and functions performed	
1.15	Description of actual Assignment/job provided by your staff within the Assignment/job:	

Signature of the Authorized Signatory

Seal of the firm

Note: Supporting Document without which the above experience shall not be considered for evaluation:

- a) Client Agreement/ Client Experience Certificate of Eligible project reflecting the client detailing the name of assignment, nature of work, date of start and completion of service, Project cost and Consulting Fee wherever applicable;

- b) In case, Client is a non-government body/undertaking consulting fee and duration has to be certified by Statutory Auditor /Chartered Accountant for Eligible project(s)

Appendix 10 - Financial Capacity of the Bidder

Name of Applicant

Average Annual turnover from Consulting Services:

S. No.	Year	Turnover (INR Cr)
1		
2		
3		
4		
Average Annual Turnover for the past 4 years ((2018-19, 2017-18 and 2016-17) or (2017-18, 2016-17 and 2015-16))		

Signature of the Authorized Signatory
Seal of the firm

Note: The Applicant shall submit Audited Annual Accounts in support of the financial data.

Appendix 11 - Curriculum Vitae

1.	Proposed Position			
2.	Name of Firm:			
3.	Name of Staff:			
4.	Date of Birth			
5.	Nationality			
6.	Education			
	Name of Institution	Degree(s) or Diploma(s) obtained:	Date	
7.	Membership in Professional Associations/ Trainings attended			
8.	Countries of Work Experience:			
9.	Languages			
	Language	Reading	Speaking	Writing
10.	Employment Record:			
	FROM:	TO :		
	EMPLOYER			
	POSITION/S HELD			
11.	Work Undertaken that Best Illustrates Capacity to Handle the Tasks Assigned			
	Name of assignment or project:			
	Year:			
	Location:			
	Client:			
	Main project features:			
	Position/s held:			
	Activities Performed:			
12.	Certification			
	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.			
	Date:			
	Full name of authorized representative:			

Appendix 12 - Format for Financial Proposal
(On the letterhead of the Applicant)

[Location, Date]

FROM: [Name of Applicant]

.....
.....
.....
.....

To

**DIRECTOR
CULTURE & ARCHAEOLOGY
SANSKRITI BHAWAN, CIVIL LINES,
RAIPUR (C.G.) 492001**

Sub: "APPOINTMENT OF CONSULTANT/PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING ADVISORY SERVICES TO THE DIRECTOR CULTURE & ARCHAEOLOGY FOR CHHATTISGARH FILM DEVELOPMENT CORPORATION (CFDC)"

Dear Sir,

We, the undersigned, having gone through this RFP document and Draft Agreement and having fully understood the scope of services, as set out in this RFP document, offer to provide the services for the above in accordance with your RFP.

Our Financial Proposal for monthly professional fee for the Key Personnel to be deployed at CFDC office is as per below:

S. No.	Key Personnel	Monthly Fee (INR)
1	Team Leader	
2	Senior Consultant	
3	Consultant	
Total Monthly Fee		

The Monthly Fee quoted above is inclusive of all taxes, surcharges out pocket expenses. The GST, as applicable shall be paid extra by Director, Culture & Archaeology. The taxes shall be deducted at source as per law.

RFP for APPOINTMENT OF CONSULTANT/PROJECT MANAGEMENT UNIT (PMU) FOR PROVIDING
ADVISORY SERVICES TO THE DIRECTOR, CULTURE & ARCHAEOLOGY FOR CHHATTISGARH FILM
DEVELOPMENT CORPORATION (CFDC)

If our Bid is found seriously unbalanced in relation to the market rate or Authority's estimate of the cost to be performed under the Contract, the Authority may require us to produce detailed analysis, to demonstrate the internal consistency of those prices with the Good Industry Practice. In case if our bid, is found unrealistically higher/ lower than estimate and which could not be substantiated satisfactorily by the us, it may be rejected as non-responsive.

Yours Sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Seal of Firm:

Address