

RAJYA SABHA TELEVISION
RAJYA SABHA SECRETARIAT
3rd and 4thFloor, Talkatora Stadium Annexe Building
New Delhi - 110001

No. RS.1/46/2014/RSTV -Admn.

Dated the 29th May, 2020

LIMITED TENDER NOTICE FOR SALE OF TELECAST RIGHTS (FOR PERPETUITY) OF FEATURE FILM AND 6 EPISODIC TELE SERIES TITLED 'RAAG DESH' PRODUCED BY RAJYA SABHA TELEVISION.

Sealed limited tenders under single bid system are invited for sale of film RaagDesh and 6 episodic tele-series based on it with all rights including perpetual intellectual property rights, produced by Rajya Sabha Television, from different channels/Companies (herein after called as Agency)

The details of the feature film and tele-series are as under:

Name : RAAG DESH – The Birth of a Nation

Directed by : Sh. Tigmanshu Dhulia

Plot : The film is based on the trial of Netaji Subhash Chandra Bose's Indian National Army at the historic Red Fort of Delhi. The film was released in July 2017 and is of a very high quality of international standards. The cast is very well-known and acclaimed artists. The tele-series is virgin and not telecast so far on any platform including RSTV.

Cost : The cost of production of the film and tele-series was Rs. 13,12,61,200/- plus taxes. Rs. 7.95 crore plus GST were incurred additionally on marketing, sale and promotion of the film.

1.1 The bidding agency should fulfil the following criteria:

- i. The agency should have **Permanent Account Number (PAN)** under the Income Tax Act, 1961. Copy of the PAN card should be enclosed with the bid.
- ii. The agency should be in the field of telecasting movies/tele-series/web-series/news/development of films and current affair programmes.
- iii. The agency should not have been blacklisted by any government organization /PSU in the past. An undertaking in this regard should be submitted with the bid.

2. GENERAL CONDITIONS

- 2.1 Neither the issue of this notice nor any part of its contents is to be taken as any form of commitment or acknowledgement on the part of RSTV to proceed with tender or any bidder. RSTV reserves the right to annul or terminate the process or reject any or all tender at any time or stage without assigning any reason.
- 2.2 RSTV reserves the right and absolute discretion to amend, vary, waive and/or modify any or all the terms and conditions of this notice without assigning any reason whatsoever. Amendments in the tender notice, if any, will, however be posted on the website www.rajyasabha.nic.in. All the applicants are, therefore, advised to regularly visit the website before submitting the bid.
- 2.3 Bidder shall be responsible for arranging and maintaining at its own cost all the items and all services required for executing the work unless otherwise specifically provided for.
- 2.4 RSTV shall in no circumstance whatsoever, be responsible or liable in any manner whatsoever, for any costs or expenses incurred or any loss suffered by the Bidder in connection with or in consequence of the preparation or delivery of tender, or compliance with any of the requirements of the tender or in any other manner.
- 2.5 Any suppression or misrepresentation of material fact shall result in disqualification of the Bidder.
- 2.6 Canvassing in any form shall render the tender liable to be rejected.
- 2.7 The validity period of the bid shall be 6 months from the last date of submission of bids.

3. SUBMISSION OF BIDS

- 3.1 The Agency should submit its bid in a sealed cover superscribed "**Limited Tender for Sale of feature film and tele-series RaagDesh**" along with contact details. The tender should be addressed to **Director (Admn), Rajya Sabha Television, 3rd Floor, Talkatora Stadium Annexe Building, New Delhi-110001** and may be dropped in the drop box at the above address **by 5:00 P.M. on or before 13th June 2020 or may be sent by courier/ registered/ speed post so as to reach RSTV by 5:00 P.M on or before 13th June 2020.** Any bid received after the prescribed date will be rejected.
- 3.2 The bid should be accompanied by an earnest money deposit of **Rs.2,00,000/-** (Rupees two lakh only) in the form of a demand draft/Bankers' Cheque drawn in favour of **Drawing & Disbursing Officer, Rajya Sabha Television** payable at New Delhi on which

no interest will be paid. Earnest money deposit of the Agency will be forfeited if it refuses to honour the purchase on its selection for the purchase, or if the information given by it is found to be false, or if it withdraws the bid during the validity period of the bid. Earnest Money of the unsuccessful bidder shall be released after declaration of the highest responsive bidder by the competent authority. Earnest Money of the successful bidder shall be released after completion of the contract.

3.3 In case of any conditional offer in the BID by the bidder, the bid may be treated as cancelled.

3.4 The bid should be submitted in the proforma attached as **Annexure-I**. All the details as required should be provided in the specified space in **Annexure I**. It may be ensured that there is no over-writing or correction or cutting in the bids and each page of the bid is signed by an authorized representative of the Agency bearing the name of the signatory and office seal.

3.5 The agency should quote the price inclusive of all taxes, including GST etc. Price so quoted will be valid for 180 days from the date of opening of the bids. RSTV will not be responsible for any other cost whatsoever.

3.6 The documentary proof of the attested copy of registration/license of the Agency with Ministry of Information and Broadcasting and its validity should also be enclosed along with bid.

4. PRE BID MEETING

4.1 A pre-bid meeting will be held on 5th June, 2020 at 11:00 a.m. in the office of Rajya Sabha Television, 3rd Floor Talkatora Stadium Annexe Building, New Delhi-110001 where the intending bidders may seek any clarification and also visit the site to have first-hand information about the film and tele-series. The Agencies are requested to attend the pre-bid meeting so that there may not be any communication gap. Those who want to watch the film and tele-series can do so during the pre bid meeting.

5. OPENING OF BIDS

5.1 The Bids will be opened on 15th June at 4.00 pm in the office of Rajya Sabha Television, 3rd Floor Talkatora Stadium Annexe Building, New Delhi-110001 in the presence of the intending bidders or representatives thereof, if any.

6. REJECTION OF BIDS

6.1 Canvassing by the bidder in any form, unsolicited letters and post tender corrections may invoke summary rejection of its bid with forfeiture of EMD. Rajya Sabha Television

reserves the right to reject any or all tenders without giving any notice or assigning any reason thereof.

7. AGREEMENT

7.1 The Agency selected as short-listed bidder shall have to enter into an Agreement with RSTV in regard to sale of the feature film and tele-series.

8. Terms of Payment

The successful bidder has to make full and final payment within 15 days of receiving communication from RSTV about acceptance of their bid by the competent authority.

8. TERMINATION OF AGREEMENT

8.1 RSTV shall have the right to terminate the contract at any time without assigning any reason by giving a notice of 7 days in case of breach of any term & conditions of the agreement.

9. INDEMNITY

9.1 The successful bidder shall at all times indemnify RSTV/Rajya Sabha Secretariat towards any loss/damage caused or any claim raised against RSTV by any party/third party consequent to the execution of the contract. The successful bidder shall be liable, in accordance with the Indian Laws and Regulations for any accident or damage incurred or claims raised against RSTV/Rajya Sabha Secretariat during the period of execution of contract. The successful bidder shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful bidder on this account.

10. ARBITRATION

10.1 All the disputes and differences arising out or in any way touching or concerning the Services shall be referred to the sole arbitrator appointed by the Secretary General, Rajya Sabha. Awards of such arbitration shall be final and binding on the parties to the agreement.

10.2 The Courts at New Delhi will have the sole and exclusive territorial jurisdiction over any dispute or difference in connection with tender.

**Director (Admn)
Rajya Sabha Television**

**To
As per the enclosed list**

**LIMITED TENDER NOTICE FOR SALE OF TELECAST RIGHTS OF ONE FEATURE FILM
AND 6 EPISODIC TELE SERIES TITLED 'RAAG DESH' PRODUCED BY RAJYA SABHA
TELEVISION.**

TECHNICAL CUM FINANCIAL BID

To be filled in by the Bidder (enclose copies of documents to support your statement)

1	Name of the bidder:
2	Contact Details : i. Address ii. Telephone Nos. (including mobile) iii. Fax: iv. Email ID: v. Website:
3	Bank details : i. Name of the Bank: ii. Address of the branch: iii. A/C No. of the bidder: iv. IFSC Code
4.	Details of Earnest Money; Name of the Bank: Amount: Serial No of DD/Banker's Cheque :

5.	Permanent Account Number (PAN): (Please attach a copy of the PAN Card)
6	Does the Agency have a license issued by Ministry of Information & Broadcasting: (Attach photocopy of the document for proof)
7	GST Registration Number : (Attach a copy of GST Registration)
8	Annual turnover for the last three financial years: i. 2017-18 ii. 2018-19 iii. 2019-20
9	Bid Price for acquisition of rights for perpetuity of the film and tele series (in rupees, in figures and words):

10 It is certified:

- i. That I/We have gone through and understood the tender notice.
- ii. That the terms and conditions given in the tender notice are acceptable to me/us.
- iii. That the information furnished by me/us is true and correct.
- iv. That I/we have not been blacklisted by any Government organization/Department/PSU.
- v. That I/ we have not concealed any material fact.

Date:

**Signature, Name & Address of the
Authorized Signatory & Seal of the Agency**