

Request for Proposal

For

Selection of Bidder for providing Manpower
and setup related Infrastructure for the Quality
check for Digitization project under NFHM at
NFDC-NFAI, Pune, Maharashtra, India

Issued By

**National Film Development Corporation of India –
National Film Archive of India (NFDC-NFAI)
Law College Road, Pune – 411 004, Maharashtra**

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Tender Notice

TENDER NOTICE

Selection of a Bidder for providing Manpower and setup related Infrastructure for the Quality Check for Digitization project under NFHM at NFDC-NFAI, Pune, Maharashtra, India

National Film Development Corporation of India - National Film Archive of India (NFDC-NFAI) intends to appoint an agency for providing Manpower and setup related Infrastructure for the Quality check for Digitization project under National Film Heritage Mission (NFHM) at NFDC-NFAI, Pune, Maharashtra, India. The Successful Bidder shall be selected on the basis of Quality cum Cost Based System (QCBS) as mentioned in the tender documents.

More details about the bid submission procedure and the selection methodology are available in the Request for Proposal (RFP) document. NFDC-NFAI thereof invites bids from organizations having experience as envisaged in the Request for Proposal (RFP) document. Interested Bidders may download the RFP document in the electronic form only from <https://eprocure.gov.in/epublish/app>, <https://www.nfdcindia.com>, <https://www.nfai.nfdcindia.com> from 23/02/2024 onwards. The pre-bid meeting for the tender is scheduled on 01/03/2024 at NFDC-NFAI, Law College Road, Pune – 411 004, Maharashtra at 11:00 A.M.

Name of Work	EMD/Bid Security (INR)
Selection of a Bidder for providing Manpower and setup related Infrastructure for the Quality check for Digitization project under NFHM at NFDC-NFAI, Pune, Maharashtra, India	27,02,407

NFDC-NFAI reserves the rights to reject any or all bids without assigning any reasons thereof. In this regard its decision will be final and legally binding on all the bidders.

Ref. No. RFP/NFHMQC/02/2024

Manager
(NFDC-NFAI)

1 Schedule Details

Sr. No	Particulars	Remarks
1	Tender Fee	--
2	Release of RFP	23/02/2024 at 06:00 PM
3	Submission of queries	29/02/2024 at 6:00 PM
4	Pre bid Meeting Date, Time and Venue	Date – 01/03/2024 Time – 11:00 AM Venue - NFDC-NFAI, Law College Road, Pune – 411 004, Maharashtra
5	Last date for submission of Bids/ Bid Due Date	19/03/2024 at 6:00 PM
6	Opening of Technical Proposal	20/03/2024 at 11:00 AM
7	Presentation of qualified Bidders	To be declared later
8	Opening of Commercial Proposal	To be declared later
9	Correspondence details	Shri. Jasbir Singh Baidwan Manager, NFDC-NFAI National Film Development Corporation of India - National Film Archive of India (NFDC-NFAI) Email ID – nfaipune@gmail.com

2 Background

National Film Development Corporation (NFDC) - National Film Archive of India (NFAI) (“Authority”) is a media unit of the Ministry of Information & Broadcasting, Government of India. The mission of NFDC-NFAI is to safeguard the heritage of Indian Cinema for posterity and act as a Center for dissemination of healthy film culture in the country.

The Ministry of Information & Broadcasting, Government of India had launched the National Film Heritage Mission (NFHM) with an objective of Preservation Conservation, Digitization and Restoration of filmic heritage of the country. Under this mission, 5113 Features & Shorts Films (“Titles”) are earmarked for Digitization and in which 2253 Features & Shorts Films will undergo Restoration process.

NFDC-NFAI is implementing digitization of picture and audio, along with audio restoration at Pune location, whereas restoration of picture is being executed at Mumbai & Chennai location through various vendors. In this connection, NFDC-NFAI intends to appoint an agency which will provide the Manpower and requisite Infrastructure for undertaking the Quality Check for Digitization projects under NFHM (“Project”). The main objective of this scope is to do the quality check of

- Digitized Picture & Audio
- Color Grading and DCP of Films
- Deliverables of Digitized Films
- Cataloging of filmic and non-filmic Collections of NFDC-NFAI

Detailed Scope of Work is mentioned at Section 4 of this RFP.

Initially, the NFDC-NFAI had published Expression of Interest (EOI) and at this stage, to seek wider participation, this open RFP has been published. It is hereby clarified that this RFP is open for all the bidders.

3 Instruction to Bidders

3.1 Completeness of Response

Bidders are advised to study all instructions, forms, terms and conditions, requirements and other information in the RFP document carefully. Bidders submitting their Bids shall be deemed to have done so after careful study and examination of the RFP document and with full understanding of its implications.

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

3.2 Proposal Preparation Costs

The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in the conduct of informative and other due diligence activities, participation in meetings / discussions / travel / presentations, preparation of Proposal, providing any additional information required by NFDC-NFAI to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the Bid process. NFDC-NFAI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

This RFP does not commit NFDC-NFAI to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this Bid. All materials submitted by the Bidder would become the property of NFDC-NFAI.

3.3 Signing of Communication with the NFDC-NFAI

All communications to NFDC-NFAI shall be signed on each page by the authorized representative of the bidder and Power of Attorney as prescribed in Annexure X thereby authorizing the representative to sign the documents related to the bid must be submitted along with the Bid response. All the pages in the Bid response / any communication with NFDC-NFAI shall be numbered, signed by authorized representative and stamped.

3.4 Amendment of RFP Document

At any time prior to the last date for receipt of Bid response, NFDC-NFAI may, for any reason, whether at their own initiative or in response to a clarification requested by a prospective Bidders, modify the RFP document through an amendment. The amendment will be published on CPP Portal i.e., <https://eprocure.gov.in/epublish/app> and also on the NFDC-NFAI website i.e., <https://www.nfdcindia.com>, <https://www.nfai.nfdcindia.com> and it shall be the responsibility of the Bidders to be vigilant about the updates uploaded by NFDC-NFAI on the above website.

In order to accord a reasonable time to the prospective Bidders to take the amendment into account for preparing their Bids, NFDC-NFAI may, at their discretion, extend the last date for the receipt of Bids. The Bidders are allowed to resubmit their Bid, if required, after such amendments (but within the last date and time for submission of the Bids). If NFDC-NFAI deems it appropriate to revise any part of this RFP or to issue additional data to clarify any provision of this RFP, they may issue a supplement / amendment / corrigendum to this RFP on above mentioned websites. Any such corrigendum shall be deemed to be incorporated into the RFP by this reference.

3.5 NFDC-NFAI's right to modify submission deadline

NFDC-NFAI may, at their discretion, extend the deadline for submission of Proposals by issuing a corrigendum on the website (<https://eprocure.gov.in/epublish/app>, <https://www.nfdcindia.com>, <https://www.nfai.nfdcindia.com>). In such a scenario, all rights and obligations of the project and the Bidders previously subject to the original deadline will thereafter be subject to the extended deadline.

3.6 NFDC-NFAI's right to terminate the process

NFDC-NFAI may terminate the RFP process at any time without assigning any reason whatsoever. NFDC-NFAI makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by NFDC-NFAI.

3.7 Preparation and Submission of Responses

The Bidders must submit their responses “Proposal/Bid” in the format given in this document as hard copies spirally / hard bound in a sealed envelope. This shall be 3 covers (sealed and signed) system where:

- 1 First cover shall contain the original pre-qualification documents including the EMD. The cover should be clearly marked as the "Pre-qualification documents for Proposal for providing Manpower and setup related Infrastructure for the Quality check for Digitization project under NFHM at NFDC-NFAI ". The first page shall be the checklist as mentioned in Annexure IV and other documents as mentioned in RFP.
- 2 Second cover shall contain technical proposal document and cover should be clearly marked as the "Technical Proposal for providing Manpower and setup related Infrastructure for the Quality check for Digitization project under NFHM at NFDC-NFAI ". This cover shall not contain any commercials related to the proposal. The first page shall be the checklist as mentioned in Annexure IV and other documents as mentioned in RFP.
- 3 Third cover shall contain original commercial proposal document and cover should be clearly marked as the "Commercial Proposal for providing Manpower and setup related Infrastructure for the Quality check for Digitization project under NFHM at NFDC-NFAI".
- 4 All three covers shall be in one large cover, sealed and signed clearly stating for “Proposal providing Manpower and setup related Infrastructure for the Quality check for Digitization project under NFHM at NFDC-NFAI” and “Name and Address of the Bidder”

Note:

1. Commercial proposal must be submitted in third cover only and in case of any deviation will lead to disqualification of the bidder.
2. All the documents should be spiral or hard bound with proper index numbering. No loose papers would be accepted and could lead to disqualification.
3. The Bidder should ensure that all the required documents, as mentioned in this RFP are submitted along with the bid (in respective file) and in the prescribed format only. NFDC-NFAI will not accept delivery of Proposal in any manner other than that specified in this RFP. No physical submission shall be accepted. Proposal delivered in any other manner shall be treated as defective, invalid and rejected. Non-submission of the required documents or submission of the documents in a different format / contents may lead to

the rejections of the bid proposal submitted by the Bidder.

4. The Bid, as well as all correspondence and documents relating to the Bid, exchanged between Authority and the Bidder shall be written in English Language. Any printed literature furnished by the Bidder written in another language must be accompanied by a translation in the English Language duly authenticated by the Bidder.
5. The Bid shall be typed in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page. All alterations, omissions, additions, or any other amendments made to the Proposal shall be numbered and initialed by the person signing the Proposal.

No Deviation: It is required that all the Proposals submitted in response to this RFP should be unconditional in all respects, failing which NFDC-NFAI reserves the right to reject the Proposal.

The correspondence pertaining to this RFP must be made at the following address:

Manager, NFDC - National Film Archive of India,

All the queries must be submitted through email on the following email address.

Email – nfaipune@gmail.com

3.8 Conflict of Interest

1. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Project implementation (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the EMD, if available, 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.
2. The Authority requires that the Selected Bidder, at all times, hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Selected Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
3. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - a. the Bidder, its consortium member (the “Member”) or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (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 or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 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 consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- i. where any intermediary 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; 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
 - ii. a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause 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
 - b. a constituent of such Bidder is also a constituent of another Bidder; or
 - c. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - d. such Bidder has the same legal representative as any other Bidder; or
 - e. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or
 - f. there is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Selected Bidder will depend on the circumstances of each case. While providing services to the Authority for this particular assignment, the Selected Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - g. A bidder hired to implement Project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
4. A Bidder eventually appointed for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment.

3.9 Cost of Bidding

The Bidders shall be responsible for all costs associated with the preparation of their Bids and their participation in the Bidding Process. NFDC-NFAI will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

3.10 Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the NFDC-NFAI premises in Pune where the work is proposed to be carried out. The NFDC-NFAI Pune Phase 2 premise where the Selected Bidder shall implement the Project. Bidders may at their own expense visit the site and ascertain for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for carrying out the said work, access to the site, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant by them. It shall be deemed that by submitting a Bid, the Bidder has:

1. Made a complete and careful examination of the Bidding documents and the sites;
2. Received all relevant information as requested to NFDC-NFAI;
3. Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the NFDC-NFAI relating to any of the matters referred to above;
4. Satisfied itself about all matters, things and information including matters referred hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the RFP and performance of all of its obligations thereunder;
5. Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters referred to hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from NFDC-NFAI
6. Acknowledged that it does not have a Conflict of Interest; and
7. Agreed to be bound by the undertakings provided by it under and in terms hereof.

NFDC-NFAI shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, or the Bidding Process, including any error or mistake therein or in any information or data given by them.

3.11 Verification and Disqualification

NFDC-NFAI reserves the right to verify all statements, information and documents submitted by the Bidder in response to this RFP or the Bidding Documents and the Bidder shall, as and when required by NFDC-NFAI, make available all such information, evidence and documents which may be necessary for such verification. Any such verification, or absence of such verification, by NFDC-NFAI shall not relieve the Bidder of its obligations

or liabilities hereunder nor will it affect any rights of NFDC-NFAI thereunder.

NFDC-NFAI reserves the right to reject any Bid and forfeit the Bid Security if:

1. At any time, a material misrepresentation is made or uncovered, or
2. The Bidder does not provide, within the time specified by NFDC-NFAI, the supplemental information sought by NFDC-NFAI for evaluation of the Bid.
3. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP;
4. If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time.

Such misrepresentation / improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member will be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the highest points / score Bidder gets disqualified / rejected, NFDC-NFAI reserves the right to take appropriate action.

3.12 Pre-bid conference/meeting

Pre-Bid conference/meeting of the bidders shall be convened at the designated date, time and place as mentioned in Schedule Details (Clause 1). A maximum of 3 representatives per organization shall be allowed to participate in the Pre-Bid conference.

The interested Bidder have to submit the queries as per the format mentioned in Annexure I and before the time stipulated as mentioned in Schedule Details (Clause 1). Queries submitted beyond the stipulated time may not be considered by NFDC-NFAI. Bidders submitting their queries in any other format shall not be accepted by NFDC-NFAI.

3.13 Clarifications

1. Bidders requiring any clarification on the RFP may notify NFDC-NFAI, in writing, by e-mail as per the correspondence details mentioned in this RFP. They should send in their queries on or before the submission of queries date and time as mentioned in the Schedule Details (Clause 1).
2. NFDC-NFAI shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, NFDC-NFAI reserves the right to not respond to any question or provide any clarification, at its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NFDC-NFAI to respond to any question or to provide any clarification.
3. NFDC-NFAI may also on its own accord, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by NFDC-NFAI shall be deemed to be part of the Bidding Documents / this RFP. Verbal clarifications

and information given by NFDC-NFAI or its employees or representatives shall not, in any way or manner be binding on NFDC-NFAI.

3.14 Amendment of RFP

At any time prior to the bid submission date, NFDC-NFAI may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of addendum / corrigendum. Any addendum / corrigendum issued hereunder will be in writing and shall be uploaded on the NFDC-NFAI website and CPPP portal. In order to afford the Bidders a reasonable time for taking an addendum / corrigendum into account, or for any other reason, NFDC-NFAI may, in its sole discretion, extend the due date for bid submission.

3.15 Proposal response

No single bidder / any member of the consortium shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

The Bidder / Lead Bidder of the Consortium should submit a Power of Attorney as per the format at Annexure X, authorizing the signatory of the Bid to commit the Bidder and in case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Bidder in the format in Annexure IX and Joint Bidding Agreement VIII.

The documents including this RFP and all attached documents, provided by NFDC-NFAI are and shall remain or become the property of NFDC-NFAI and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for the preparation and submission of their Bid.

3.16 Late Bids

Bids received after the specified time on the bid submission date shall not be eligible for consideration and shall be summarily rejected.

3.17 Modifications / Substitution / Withdrawal of Bids

The Bidder may modify, substitute, or withdraw their Bid after submission, provided that a written notice of the modification, substitution or withdrawal is received by NFDC-NFAI prior to the Bid submission date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the last Bid submission date and time.

The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in writing to NFDC-NFAI with the envelopes being additionally marked as “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

Any alteration / modification in the Bid or additional information supplied subsequent to the

bid submission date, unless the same has been expressly sought for by NFDC-NFAI, shall be disregarded.

3.18 Tender Opening

NFDC-NFAI shall open the Bids as per the date and time mentioned in the Schedule Details (Clause 1) and in the presence of the Bidders who choose to attend. The Bid responses submitted by the Bidders shall be evaluated on the basis of the criteria as mentioned in this RFP and Bidders failing to meet the same shall be summarily rejected.

3.19 Bid Validity

The Bid including offer submitted by the Bidders must be valid for minimum period of 180 days from the date of submission of their Bids.

3.20 Incomplete Bids

Initial scrutiny of the Bid responses shall be done and if in case of any Bidders submitting incomplete Bids as per the criteria mentioned below shall be treated as non-responsive:

- Bid response not submitted as per the format specified in the RFP document
- Bid response received without the Power of Attorneys
- Bid response found to suppress the details
- Bid response submitted with incomplete information, subjective, conditional and/or partial offer is submitted
- Bid response submitted without the documents requested in the checklist
- Bid response non-compliant with any of the clauses stipulated in the RFP
- Bid response with lesser validity period as stipulated
- Bid response submitted without EMD
- Bid response not spirally/ hard bound, properly indexed, every page stamped and signed

3.21 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

NFDC-NFAI reserves the right to accept or reject any Proposal, and to annul the Bidding Process and reject all Proposals at any time prior to Award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds of the action taken by NFDC-NFAI.

3.22 Notification of Award

Prior to the expiration of the validity period, NFDC-NFAI will notify the successful Bidder in writing or email, that their Proposal has been accepted. In case the bidding process is not completed within the stipulated period, NFDC-NFAI, would request the Bidders to extend the validity period of the Bid.

The Notification of Award will constitute the formation of the contract. Upon the successful Bidder furnishing of Performance Bank Guarantee, NFDC-NFAI will notify each unsuccessful bidder and return their EMD.

3.23 Contract Finalization and Award

NFDC-NFAI shall reserve the right to negotiate with the Bidder who has achieved best Composite Score on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by Government of India. On this basis the Contract Agreement would be finalized for award and signing.

3.24 Earnest Money Deposit (EMD)

1. Bidders shall submit, along with their Prequalification Cover, Original Demand Draft of INR 27,02,407 only. The Account Payee Demand Draft must be in favor of “NFDC - NATIONAL FILM ARCHIVE OF INDIA” payable at Mumbai, and should be valid for 6 months from the submission date of the Bidders Bids (Extension of validity must be done by bidders as per instruction of NFDC-NFAI).
2. EMD of all unsuccessful Bidders would be refunded by NFDC-NFAI within one month of the Bidder being notified of unsuccessful/Signing of Contract. The EMD of the successful Bidder would be returned upon the submission of Performance Bank Guarantee as per the format provided in Annexure XII
3. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any interest accrued on it.
4. The Bid submitted without EMD, as mentioned above, will be summarily rejected.
5. The EMD may be forfeited
 - a. If a Bidder withdraws its Bid during the period of Bid validity.
 - b. In case of a successful Bidder, if the Bidder fails to sign the Contract in accordance with this RFP.
6. Bid Security/EMD shall be applicable to all bidder except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department [or Startups as recognized by Department for Promotion of Industry and Internal Trade DPIIT]. Relevant documents to be submitted.

7. The bid security shall remain valid for a period of forty-five days beyond the bid validity period. Extension of DDs shall be done by the bidders as required.

3.25 Performance Bank Guarantee

NFDC-NFAI will require the successful Bidder to provide a Performance Bank Guarantee and sign the contract within 14 days from the Notification of Award, for a value equivalent to 5 % of the Total Cost of the Contract. The Performance Guarantee should be valid for the entire duration of the Project and 60 days beyond the project duration.

In case the selected bidder fails to discharge their contractual obligations during the period or NFDC-NFAI incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions, NFDC-NFAI may at its discretion shall invoke Performance Bank Guarantee.

3.26 Signing of Contract

After NFDC-NFAI notifies the successful Bidder that its Proposal has been accepted, NFDC-NFAI shall enter into a Contract, incorporating all clauses, Pre-Bid clarifications and the Proposal of the Bidder between NFDC-NFAI and the successful Bidder. The Draft Legal Agreement is provided as a separate document as a template in Annexure XVII and the same shall be signed with the selected Bidder. The Agreement is a draft and NFDC-NFAI may finalize the same after legal consultations, and for the benefit of the project, and it shall be binding on the Bidder. NFDC-NFAI reserves the right to amend the agreement as per requirement for beneficial of the Project, if any.

3.27 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft/after legal consultations the Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the Award, in which event NFDC-NFAI may award the Contract to the next best score Bidder or call for new proposals from the interested bidders.

In such a case, NFDC-NFAI shall invoke the EMD /the Performance Bank Guarantee, as the case may be, of the successful bidder.

3.28 Project time period

The work has to be completed on or before 31st March 2025 after the award of contract. The Bidder is supposed to deploy sufficient professionals and trained manpower who would be able to complete the work, with proper Quality Checks as per international standards and prevalent practices well within the stipulated time frame. In order to ensure timely completion of the project, the selected Bidder has to deploy requisite equipment's in good working condition, necessary to carry out work, within 60 days of issuance of award letter.

3.29 Force Majeure

An event which is beyond the reasonable control of the bidder, is not foreseeable, is

unavoidable and not brought about by or at the instance of the bidder claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a bidder's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the bidder invoking Force Majeure to prevent), confiscation or any other action by Government agencies shall be termed as Force Majeure. Force Majeure shall not include:

1. Any event which is caused by the negligence or intentional action of the Bidder / Consortium member or by such their sub agencies (if any) or agents or employees,
2. Any event which a Bidder / Consortium member could have taken into account at the time of the execution of the project and avoid or overcome in the carrying out of its obligations.
3. Shall not include insufficiency of funds or inability to make any payment to fulfill any of its obligations for execution of the work shall not be considered to be a breach of, or default insofar as such inability arises from an event of Force Majeure, provided that the Bidder / Consortium member affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the scope of work as mentioned in this RFP.

4 Scope of Work

4.1 Overview

This RFP is for selection of Bidder for providing required manpower along with the required infrastructure (Annexure XV) at NFDC-NFAI for a period till 31st March 2025 initially which may be extendable based on the approval from Ministry of Information and Broadcasting (MoIB).

The scope of work of this RFP is to set up infrastructure and provide manpower to do the quality check of Digitized Picture & Audio, Color Grading & DCP of Films, deliverables and cataloging.

The quality check of the digitization will have to ensure the scanning of the celluloid films are up to the International archival standards adhering to FADGI (Federal Agencies Digitization Guidelines Initiatives) and FIAF (Federation of International Film Archives) guidelines.

As part of quality check, grading of digitized films is to be supervised by ensuring the graded film resembles closest to the visual look of the film at the time of its release.

Digital Cinema Package (DCP) and MOV needs to be fully quality checked in terms of grading and other technical parameters such as but not limited to aspect ratio, bit rate and resolution. The DCP needs to be previewed in DCI approved projectors or projectors utilized by commercial theatres, both domestic and internationally.

Each deliverable created during digitization needs to be quality checked. The deliverables will include but not limited to ProRes, MOV, Full HD MP4, SD, BluRay and LTO tapes.

As part of cataloging, it would be expected to do the detailed catalog of filmic and non-filmic collections of NFDC-NFAI as per requirement of NFDC-NFAI adhering to FIAF Cataloging standards. This will involve verifying the existing catalog of all collections and updating information wherever necessary as required by NFDC-NFAI. Research on Indian Cinema would be required, and it will be expected all information is captured as accurately as possible.

As, NFDC-NFAI is implementing the Digitization Project under NFHM at Pune. The Successful Bidder will have to conduct Quality Check (QC) of digitized picture and audio at Pune location. Under the Project, the infrastructure set up and manpower deployment to be undertaken at NFDC-NFAI Phase 2 Gokhale Nagar Rd, near Doordarshan Kendra, Rambaug Colony, Kothrud, Pune, Maharashtra 411038 by the selected bidder for the entire contract tenure.

4.2 Manpower Requirement

- 1) NFDC-NFAI has initial requirement of Manpower along with required infrastructure for the initial period till 31st March 2025 which may be extended based on MoIB approval. The final decision regarding Manpower deployment and infrastructure development will be

taken by NFDC-NFAI.

- 2) The total number of Manpower Resources required under each category as projected in this RFP is minimum 34 which may be required as per the section 4.3. The actual number shall be finalized by NFDC-NFAI. NFDC – NFAI reserves right to increase or decrease the number of Manpower Resources as per requirement. In case of any increase or decrease, payment for the particular months shall be in accordance with the unit rates mentioned in the Commercial Bid and attendance of the Manpower Resources.

The Successful Bidder must sign Non-Disclosure Agreement (NDA) with each Manpower Resource prior to its deployment on the Project. NFDC-NFAI shall provide the format of NDA which must be followed by the Successful Bidder. A copy of the same must be delivered to NFDC-NFAI prior to the deployment of respective Manpower Resource.

- 3) The Manpower resources deployed by the Successful bidder will require infrastructure to work on. It will be the bidder's responsibility to supply and develop required infrastructure as mentioned in the RFP. The bidder shall supply infrastructure as per the requirement and directions of NFDC-NFAI.
- 4) The Successful bidder will adhere to the data confidentiality as mentioned in the agreement.
- 5) The Manpower Resources deployed under this RFP shall be on the pay roll of the Successful Bidder and shall be employees of the Successful Bidder for all intents and purposes. However, the Successful bidder shall submit the name, residential address, date of birth, academic qualification, previous experience, etc. along with a photograph of the person prior to deployment of the Manpower Resource.
- 6) The Manpower Resources deployed by the Successful Bidder shall not have any police records/criminal cases pending against them. The Successful Bidder should make adequate enquires about the character and antecedents of the personnel whom they are deploying at NFDC-NFAI. The Successful Bidder should also ensure that the personnel deployed are medically fit & Certificate of their medical fitness is to be provided when called for.
- 7) The Manpower Resources shall work for 6 days a week (8.5 hrs/day including 30 mins lunch break) as per NFDC-NFAI requirements. Also, all the Manpower Resources must be ready to work in shifts as per requirement of NFDC-NFAI. NFDC-NFAI may ask the successful bidder to change the shifts of the Manpower Resources at any time which must be followed by the successful bidder.
- 8) The Successful Bidder shall comply with all the applicable laws and rules of Govt of India. The Successful Bidder should at all times indemnify NFDC-NFAI against all claims, damages or compensation under the provisions of Payment of Wages Act; Minimum Wages Act; Employer's Liability Act; The Workmen Compensation Act; Industrial Disputes Act; Maternity Benefit Act; or any modification thereof or any other law relating thereto and rules made hereunder from time to time. NFDC-NFAI will not own any responsibility in this regard. Insurance cover protecting the successful bidder against all claims applicable under the Workmen's Compensation

Act, 1948 shall be taken by the Successful Bidder. Any failure to comply with any of the above regulation or any deficiency in service will render this contract liable for immediate termination without any prior notice.

- 9) The responsibilities and duties of the Manpower Resources deployed under this RFP shall be as per Job Description mentioned in 4.3 and 4.4. Also, the deployed Manpower Resources shall fulfill all other conditions mentioned in the tender documents.
- 10) The Manpower Resources deployed by successful bidder under this RFP shall not claim nor shall be entitled for any perks and other facilities admissible to regular/confirmed employees of NFDC-NFAI during or after contractual period. These Manpower Resources shall not have any rights to demand for any type of permanent/ temporary/ contractual/ daily wages employment with NFDC-NFAI or its allied Offices in India. These Manpower Resources shall not claim any benefit/ compensation/absorption/regularization of services with NFDC-NFAI.
- 11) The Manpower Resources deployed by successful bidder under this RFP shall be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NFDC-NFAI. Be it private or public areas, the Manpower Resources deployed by the Successful Bidder shall be liable to be frisked/ checked by the security personnel at NFDC-NFAI premises or on duty at any time during performance of their duties. The Successful Bidder shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, tobacco, smoking, loitering at NFDC-NFAI and its empaneled vendors premises.
- 12) In case, NFDC-NFAI suffer any loss or damage on account of negligence, default, or theft on the part of the Manpower Resources deployed by the successful bidder, then the Successful Bidder shall be liable to compensate NFDC-NFAI for the same. The Successful Bidder shall be responsible for any act of indiscipline on the part of the Manpower Resources deployed by them.
- 13) NFDC-NFAI shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the Manpower Resources deployed by the Successful Bidder.
- 14) No part of the contract nor any share or interest there in shall in any manner or degree be transferred, assigned, or sublet by the Successful Bidder directly or indirectly to any person, firm or whosoever. The Manpower Resources deployed by the Successful Bidder shall be on payroll of the Successful Bidder.
- 15) If NFDC-NFAI notices that the supplied manpower doesn't comply with the quality expected or found unsuitable, the Successful Bidder shall replace such employees who are not found suitable by NFDC-NFAI for any reasons immediately. The Successful Bidder shall ensure replacement of a deployed Manpower Resource of equal or higher capability within a period of 15 days in case a Manpower Resource leaves the agency or remains absent for whatever reasons or is found unsuitable to the job assigned.
- 16) The Successful Bidder shall deploy the manpower from the date of completion of Infrastructure set up. However, NFDC-NFAI may instruct the Successful Bidder to

deploy Manpower Resources (If required and based on availability of existing infrastructure at NFDC-NFAI Pune) within 7 days from the date of contract signing. Accordingly, the Successful Bidder must supply the manpower after following due procedure mentioned in the RFP. Failure to deploy the manpower within stipulated time shall empower NFDC-NFAI to levy penalty as per the Clause no 4.8.

- 17) In the event of any dispute regarding any of the clauses of the agreement, the matter shall be referred to Managing Director (MD), NFDC-NFAI whose decision shall be binding on both the parties.
- 18) All the Manpower Resources to submit QC reports on daily basis as mentioned in Annexure XVI. NFDC-NFAI reserves the rights to change the QC reports format and make addition to the QC parameters mentioned in the reports. The updated QC reports must be followed for QC checking processes.

The reports mentioned in the RFP are tentative which may be modified by NFDC-NFAI.

The updated reports must be followed by the deployed Manpower Resources while undertaking the QC.

- 19) At the end of the contract, during the handover process, the Successful Bidder shall submit Bank Guarantee of INR 30 Lakhs to NFDC-NFAI which would be valid for 3 years from the last date of Contract. During the period of 3 years, If NFDC-NFAI finds that the Successful Bidder has approved titles which contains defects/mistakes then the selected bidder shall be liable to rectify such defects upon receiving notice from NFDC-NFAI. NFDC-NFAI shall mention all the details in the notice which would be sent to the successful bidder for undertaking the rectification work. In case the rectification work is not undertaken within 15 days from the receipt of the notice, NFDC-NFAI shall forfeit the Bank Guarantee.
- 20) In addition to the QC posts, the Successful Bidder shall deploy a Project Manager who will be deployed on the Project for full time during the contract tenure. They shall be responsible for day to day to operations and coordination with the Authority. The payment of the Project Manager shall not be made separately by the Authority.
- 21) The Successful Bidder must submit Weekly Progress Report at end each week. The format of the Weekly Progress Reports shall be shared with the Successful Bidder which must be followed. This must be SLA of the Project Manager and failure to adhere to the same shall empower Authority to levy penalty as mentioned in Clause 4.8.
- 22) It will be responsibility of the Successful Bidder to make payment of Manpower Resources on time as per their mutual agreement and adhering to the applicable rule and laws.

4.3 Education Qualification and Experience requirement of the Manpower Resources

The successful bidder shall deploy below manpower (“Manpower Resources” or “Manpower”) with minimum qualification, work experience, etc.

Sr. No.	Name of the Post	Minimum Qualification	Work Experience required.	Age Limit in years	No of Posts	Location of QC
1	Digitization Raw Picture QC Supervisor	Certificate / Diploma/ Bachelors/Masters or equivalent in the field of Cinema/ film preservation / Film Editing courses or any relevant field, will be preferred.	Must have worked in film industry on various projects for minimum 7 years in capacity of colorists/DOP/editor or any other relevant department. Preference of experience working on projects involving analog film formats (35mm/16mm)	Up to 60 years	4	Pune
2	Digitization Raw Audio QC Supervisor	Certificate / Diploma/ Bachelors/Masters or equivalent in the field of Audio digitization /sound engineering or any relevant Film Audio field, will be preferred.	Must have worked in film industry on various projects for minimum 7 years in capacity of sound engineer/sound mixing/sound editing or any other relevant Audio department. Preference of experience working on projects involving analog film formats (35mm/16mm)	Up to 60 years	9	Pune
3	Digitization Grading and DCP QC Supervisor	Certificate / Diploma / Bachelors/Masters or equivalent in the field of Cinema disciplines/film preservation and restoration will be preferred; Certificate in Colour grading	8+ years of experience working as a Director of Photography (DOP) with analog film formats (35mm/16mm) and knowledge of analog to digital workflows for audio-visual media. Previous experience in colour grading experience as well as audio-	Up to 60 years	12	Pune

Sr. No.	Name of the Post	Minimum Qualification	Work Experience required.	Age Limit in years	No of Posts	Location of QC
		(if any); Film Industry expert such as Director, Cinematographer etc. of repute	visual QC of digitized and/or restored content			
4	Digitization Deliverables Technical Quality Checking Supervisor	Certificate / Diploma/equivalent in the field of Cinema disciplines/ film preservation / Film Editing courses or any relevant field, will be preferred.	Minimum 3 years' experience in mastering film and Video content, including DCP creation, along with performing QC & checksum verification, transferring files to LTO or relevant experience in a post production/Digital Media/OTT technical environment.	Up to 50 years	4	Pune
5	Cataloging QC Expert	Master in Library & Information Science or in Media Studies, or a Master in Arts in a related field with a strong research background or Degree in Archival Studies with an emphasis in media archival management,	Minimum 3 years in cataloguing content description in Microsoft Excel, or CMS/MAM/DAM system or any other cataloguing software or experience working with archival, photographic, and/or museum collections	Up to 50 years	4	Pune

Sr. No.	Name of the Post	Minimum Qualification	Work Experience required.	Age Limit in years	No of Posts	Location of QC
		preservation management or digital curation				
6	Senior Cataloger	Master in Library & Information Science or in Media Studies, or a Master in Arts in a related field with a strong research background or Degree in Archival Studies with an emphasis in media archival management, preservation management or digital curation	Minimum 5 years in cataloguing content description in Microsoft Excel, or CMS/MAM/DAM system or any other cataloguing softwares or experience working with archival, photographic, and/or museum collections	Up to 50 years	1	Pune

4.4 Job Description

The successful bidder shall deploy manpower with below job description. However, NFDC-NFAI reserves rights to change the allotted work as per suitability and competency of the Manpower Resources. SLAs in such cases will also be changed accordingly.

1) Digitization Raw Picture QC Supervisor

- Perform the Quality Check of the Picture Digitization output received from the Vendor of the NFDC-NFAI as per the International Archival standards of film digitization & grading and adhering to FIAF guidelines.
- It is expected to identify all kinds of issues such as, but not limited to, digital artefacts, blank frames, hair, contrast problems, framing issues, image coverage, missing scenes/frames, audio inaccuracies/ syncing issues & others and suggest rectification.
- Should request for rescan wherever necessary keeping in mind best digitized output
- Prepare a detailed Quality Assessment / Quality Check plan, to go through all the audio-visual deliverables submitted by Vendor post-Digitization of film, identify all kinds of errors, supervise the corrections made by the team, if the output submitted is

of satisfactory level.

- Should have awareness and experience in analog film formats, analog to digital workflows for audio-visual mediums
- Ability to pay meticulous attention to detail
- Trained eyes and ears for quality checking the digital content
- Hold meetings and discussions with the client team and the vendor team for any issues during the digitization process and to make/suggest any changes in them during the project.
- Highlight issues in timely manner and concurrently maintain QC Reports in due consultation with NFDC-NFAI (Client).
- Ability to adapt quickly as per the work requirements
- Ability to work efficiently in a team
- Previous experience in audio-visual QC will be an added advantage

2) Digitization Raw Audio QC Supervisor

- Perform the Quality Check of the Audio Digitization output received from the Vendor of the NFDC-NFAI.
- Go through all the digitized audio-visual deliverables, during and post Digitization of a particular film by the vendor. It is expected to identify all kinds of issues such as, but not limited to, digital artefacts, jerks, pops, clicks, audio inaccuracies/ syncing issues & others and suggest rectification.
- Should request for rescan wherever necessary keeping in mind best digitized output
- Prepare a detail Quality Assessment / Quality Check plan, to go through all the audio-visual deliverables submitted by Vendor post-Digitization of film, identify all kinds of errors, supervise the corrections made by the team, if the output submitted is of satisfactory level.
- Hold meetings and discussions with the client team and the vendor team for any issues during the digitization process and to make/suggest any changes in them during the project.
- Highlight issues in timely manner and concurrently maintain QC Reports in due consultation with NFDC-NFAI (Client).

3) Digitization Grading and DCP QC Supervisor

- Supervise the Quality Check of the Picture Digitized output received from the Vendor of the NFDC-NFAI.
- Go through all the digitized audio-visual deliverables, during and post Digitization of a particular film by the vendor. It is expected to identify all kinds of issues such as, but not limited to, digital artefacts, blank frames, hair, contrast problems, framing issues, image coverage, missing scenes/frames, audio inaccuracies/ syncing issues & others and suggest rectification.
- Perform QC of Film Conform to review proper framing of film element
- Perform Color QC to confirm shot matching and general intended looks by keeping archival ethics in mind.
- Supervise the grading team, developing grading guidelines, reviewing content, identifying quality issues, managing color grading, reporting on quality, monitoring performance

- Knowledge of the latest archival film scanners and how the digital technology translates analogue material into digital domain
- The Grading supervisor should have a deeper understanding of celluloid processing techniques used during the original production of the film to restoring the film's color accurately
- The Grading supervisor must also have knowledge of material aspect such as grain structure, film base, film stocks for color response in the digitization process, fading and discoloration of archival material, image resolution, correct framing & aspect ratio and various time-induced factors that can affect the film's appearance over time.
- The Grading supervisor will document the grading process and maintain a record of the techniques and tools used to restore the film's color to ensure that the documentation is accurate and complete and that it can be used for future reference.
- The Grading supervisor should be familiar with the tools and techniques used in the color correction process and be able to troubleshoot any issues that arise.
- Specific focus to be placed on achieving a true representation of the films by following International archival guidelines.
- Outstanding knowledge of workflows based around audio-visual post-production for both celluloid and digital deliveries
- Should have thorough knowledge of different colour spaces, video file formats and their transcoding
- Hold meetings and discussions with the client team and the vendor team for any issues during the digitization process and to make/suggest any changes in them during the project.
- Highlight issues in timely manner and concurrently maintain QC Reports in due consultation with NFDC-NFAI (Client).
- DCP QC Checking by keeping archival ethics in mind
- The supervisors are expected to do QC of graded output and provide reasonable support to obtain the desired output.
- DCP QC will be undertaken at Grading Suite Preview Theatre.

4) Digitization Deliverables Technical QC

- Performs the Quality Check of all the technical parameters including metadata of DPXs, WAVs and other deliverables received from the Vendor of the NFDC-NFAI.
- Performing checksum verification and comparing hash values so as to ensuring data integrity is intact
- Ensures all files and folders are provided in LTO as per the commitment of the vendor to the client adhering a specific folder structure
- Ensure strict adherence to industry-specific standards and verification of technical parameters for digitized content such as but not limited to resolution, bit rate, bit depth, gamma, frame rate, codec, wrapper, color space, chroma subsampling and aspect ratio. Verify the correct implementation of metadata for each file.
- Ensures consistent use of quality control guidelines and established digitization standards, including file formats, image resolution, file naming conventions, metadata standards, and more.

- Detailed reporting of errors and anomalies
- Ensuring no visible compression artefacts are visible in any deliverables
- Should have knowledge of archival films, celluloid materials, and film-based defects to identify and recommend rectification of artifacts generated during post-production processes.
- Should have knowledge of post-production workflows.
- Should have computer skills including MS Office, e-mail, database software.
- Knowledge of video production or experience in a production archive
- Knowledge of digital preservation best practices
- Communication with QC Supervisors
- Perform quality checks on LTO tapes containing digitized content to ensure data integrity and consistency. Verify the accuracy of file transfers and data recovery processes.
- Ensure correct labelling and cataloguing of LTO tapes, including metadata and indexing for efficient retrieval.
- The below mentioned final output shall be checked by the candidate.
 - HD MP4 1920×1080 (1080p MPEG-4 35mbps).
 - Apple ProRes (broadcast quality).
 - SD 720×480 (480p MPEG-2 10mbps)
 - Bluray

It is hereby clarified that the above-mentioned deliverables are tentative. NFDC-NFAI reserves right to change the list as per requirement. The deployed Manpower must undertake QC of the updated list of deliverables.

5) Cataloguing QC Expert

- Perform cataloguing for incoming and housed filmic and non-filmic material
- Perform Quality control of previously-catalogued content, including updating older cataloguing styles, correcting details, and sanitizing & refining the data to ensure its integrity, consistency, and accuracy
- professional experience working with archival materials, utilizing controlled vocabularies, ontologies, and metadata standards.
- Demonstrated knowledge of data and database structures, metadata standards, and encoding schemas, including MARC21, MODS, and EAD
- Experience interpreting and applying descriptive content standards (such as RDA, DACS, CCO, etc.) in a non-MARC metadata environment
- Basic understanding of Linked Data concepts and technologies
- Familiarity with scripting and querying languages such as Python, SQL, etc.
- Experience working with special collections, academic libraries or museums
- Maintain up-to-date knowledge of industry trends in media asset management
- Knowledge and practiced application of archival theory and best practices, especially digital preservation concerns
- Knowledge of digital file formats
- Working knowledge of Command Line and Terminal in MacOS

- Working knowledge of underlying structure and technical requirements of one or more software tools used for collection management, web delivery of audiovisual collections, web archiving, or digital asset management, such as CollectiveAccess, CollectionSpace, Archivematica, Archive-It, Bit Curator, and Archivist's Toolkit.
- Experience writing code for an open-source software project.
- Experience with cross-platform integration
- Work with IT to monitor health of asset management systems
- The Manpower Resources to follow EN15907 standard for cataloguing standards and other additional standards for the description of the data as requested by NFDC-NFAI.
- The Manpower Resources should be aware of FIAF cataloguing manual.
- Details will be provided to the Selected Manpower Resources at a later stage.

6) Senior Cataloguer

- Manage the Cataloging Team and the entire Cataloging work at NFDC-NFAI
- Perform cataloguing for incoming and housed filmic and non-filmic material
- Perform Quality control of previously-catalogued content, including updating older cataloguing styles, correcting details, and sanitizing & refining the data to ensure its integrity, consistency, and accuracy
- professional experience working with archival materials, utilizing controlled vocabularies, ontologies, and metadata standards.
- Demonstrated knowledge of data and database structures, metadata standards, and encoding schemas, including MARC21, MODS, and EAD
- Experience interpreting and applying descriptive content standards (such as RDA, DACS, CCO, etc.) in a non-MARC metadata environment
- Basic understanding of Linked Data concepts and technologies
- Familiarity with scripting and querying languages such as Python, SQL, etc.
- Experience working with special collections, academic libraries or museums
- Maintain up-to-date knowledge of industry trends in media asset management
- Knowledge and practiced application of archival theory and best practices, especially digital preservation concerns
- Knowledge of digital file formats
- Working knowledge of Command Line and Terminal in MacOS
- Working knowledge of underlying structure and technical requirements of one or more software tools used for collection management, web delivery of audiovisual collections, web archiving, or digital asset management, such as CollectiveAccess, CollectionSpace, Archivematica, Archive-It, Bit Curator, and Archivist's Toolkit.
- Experience writing code for an open-source software project.
- Experience with cross-platform integrations
- Work with IT to monitor health of asset management systems

4.5 Deployment process for the Manpower

The deployment of Manpower shall be done as follows:

- 1) The selected bidder shall provide CVs along with the necessary educational and experience certificates, and relevant documents of suitable resources against deployment of each post as mentioned in clause no 4.3. These documents must be submitted within 15 days from the date of signing the Agreement. Subsequently, NFDC-NFAI shall conduct the interview of the proposed candidates. NFDC-NFAI also reserves right to conduct test of the candidates and check showreels of candidates, if required, to confirm that they are competent to undertake QC testing as mentioned in the RFP.
- 2) In case any candidate proposed by the selected bidder is not matching with the educational qualification and/or experience requirement mentioned in the RFP but has the required skills and experience to undertake the QC processes, then the selected bidder shall submit CVs and the necessary educational & experience certificates, and relevant documents of such candidates to NFDC-NFAI. Based on the interview, NFDC-NFAI reserves the right to give the relaxation to any of the mentioned educational qualification (mentioned in clause 4.3) in rare cases if experience/talent/skillset fulfills the work requirement.
- 3) Further, based on the interview/test, the details of the shortlisted/selected Manpower resource shall be communicated to the Successful Bidder. All the Manpower Resources must be selected as per directions of NFDC-NFAI only. It is responsibility of the Selected Bidder to propose adequate number of candidates as per the criteria mentioned in the RFP so that NFDC-NFAI can select the best candidates. Selection process of all the Manpower Resources must be completed within 60 days from the date of signing the contract. All the selected Manpower Resources must be registered on the Biometric system of NFDC-NFAI.
- 4) After deployment, Standard Operating Procedure (SOP) of QC processes shall be detailed to the Manpower Resources which must be followed while undertaking the QC.
- 5) Once the Manpower Resource is deployed, the respective representative of the NFDC-NFAI shall allocate the work to be done to respective Manpower Resource/s and the Manpower Resources shall report to NFDC-NFAI officials for all work-related purpose.
- 6) Depending on the business requirement selected Successful Bidder can reshuffle / withdraw / replace the Manpower Resource/s as per approval of NFDC-NFAI.
- 7) If Manpower Resource not found suitable for any reasons by NFDC-NFAI at any stage from the deployment, the Successful Bidder shall withdraw / replace the respective Manpower Resource after approval of NFDC-NFAI.
- 8) In case of misbehavior / misconduct / malpractices done by any of onsite deployed Manpower Resources, NFDC-NFAI will ask Successful Bidder for the replacement of that Manpower Resources. Successful Bidder shall immediately terminate the services of that respective Manpower Resources involved in malpractice / misconduct / misbehavior.
- 9) NFDC-NFAI shall pay the agreed man-month rate for the deployed Manpower Resources to the Successful Bidder as per the payment terms stipulated in this RFP,

failing which the Bidder shall have right to withdraw the Manpower Resources.

- 10) No wage / remuneration shall be paid to any Manpower Resources for the days of absence from duty. However, each deployed personnel on the Project shall be allowed for maximum 1 day leaves other than weekly off and national holidays in each month without any deductions.
- 11) All the deployed Manpower Resources must follow all the prevalent QC processes and all the applicable guidelines including but not limited to Federal Agencies Digital Guidelines Initiative (FADGI), Society of Motion Picture and Television Engineers (SMPTE), Digital Cinema Initiatives (DCI), (FIAF) etc. as per directions of NFDC-NFAI.
- 12) All the deployed Manpower Resources must follow rules, regulations and instructions provided by NFDC-NFAI.
- 13) NFDC-NFAI reserves right to allot the additional work of restoration QC (Picture & Audio) to the suitable manpower resources as and when required subject to evaluation of Conflict of Interest.

4.6 Infrastructure requirement

The Manpower Resources deployed by the Successful bidder will require infrastructure to work on. It will be bidder responsibility to bring infrastructure with manpower. The successful bidder needs to make arrangement of required infrastructure at Pune location depend on the requirement and direction of NFDC-NFAI. The detailed specification and quantities of the proposed infrastructure is mentioned in Annexure XV². The bidder is required to develop, procure and supply the infrastructure adhering to the said annexure and provision of this RFP. Only basic space and electricity supply will be provided by NFDC-NFAI and all the required infrastructure to be arranged by the selected bidder.

The bidders are required to present proposed infrastructure details and latest specifications of all the equipment during the technical presentation. Based the presented details and specification, after execution of the Contract, the Successful Bidder shall prepare and submit detailed drawings for construction and Bill of Quantities within 15 days from the signing of the Contract. After receiving approval from NFDC-NFAI on the detailed drawings and Bill of Quantities (BOQ), further infrastructure development including civil and electrical works shall be commenced. All the infrastructure and equipment must be compliant with all the applicable guidelines including but not limited to FADGI, SMPTE DCI, FIAF etc.

It is selected bidder's responsibility to connect the systems of existing vendor of digitization to the equipment will be installed for QC at its own cost. In this regard, all the bidders are requested to conduct the site visit at NFDC-NFAI Phase 2 prior to bid submission and ascertain about the site conditions. All the required switches, cables and other required material will be arranged by the selected bidder.

The Selected Bidder shall be responsible to make provision of 3 year Annual Maintenance

² Minimum specifications and requirement mentioned. However, the bidders must present the latest specification and proposed infrastructure and the presented equipment and infrastructure must be implemented.

Contract for all the equipment to be installed under the Project. A copy of the same will be submitted to the Authority at the time of completion of Infrastructure Development.

Calibration schedule of all the equipment must be submitted to the Authority after completion of infrastructure development. In case any changes in the calibration schedule required by the Authority the same must be accepted by the Selected Bidder.

All the infrastructure and equipment must be provided adhering to directions issued by Public Procurement Division, Department of Expenditure, Ministry of Finance vide letter no F.No 6/18/2019-PPD dated 23rd July 2020 and any amendment thereof. The Authority shall terminate the agreement in case of failure to adhere to the same.

In addition to all the equipment mentioned in annexure XV, the Successful Bidder must provide storage as per below mentioned specifications.

- Storage compatible with EFS file system, should be mountable on EFS as NODE with No parity. Should also act as an individual storage and virtual volumes can be created. Should able to deliver 6 nos of 4K streams out of combined storage, (4K 12bit uncompressed.) total of 400 TB - 16 bay server system with Metadata Controller and accessories.
- Distributed file system and multiple levels of hardware redundancy ensure the highest level of data protection
- Multiple levels of RAID that increase both reliability and performance
- High Availability options to increase uptime with 'no single point of failure' infrastructure
- Choice of file protection mechanisms to suit content value and budget
- Grow to 5PB and beyond
- Fault tolerant with the addition of a second metadata controller, implements advanced IPMI-fencing and PDU-fencing mechanism.

The content for QC may be either at the Digitization vendor's storage or the storage provided by the Selected Bidder as mentioned above or at the existing storage space of NFDC-NFAI. It will be responsibility of the selected bidder to establish connection between all above 3 storage space/servers as required for accessing the digitized content for QC.

Specification of existing storage

- Model No Edit Share EFS 450
- EFS Node - 5 Nos
- ES-6TB-Drives - 4 Nos
- Media Controller: EFS-MDC-1 Nos
- 2 X Editshare - Power Distribution Unit

4.7 Technical Requirement

1. All QC checks will be carried out manually and thoroughly. No automation process using any software/tool will be allowed.
2. Duration of Title (May vary case by case)

- Feature (“Feature”) Duration – 140 mins approximately (Including 2K and 4K)
 - Short (“Short”) Duration – 15 mins approximately (Including 2K and 4K)
3. The selected bidder has to follow QC parameters and submit the QC reports on daily basis as per format mentioned in annexure XVI. All the Manpower Resources to follow the QC processes as per good industry practice and applicable guidelines such as FADGI/FIAF/SMPTE/DCI

Link to the guidelines is placed below

[https://urldefense.com/v3/__https://www.digitizationguidelines.gov/guidelines/FilmScan_PWS-SOW_20160418.pdf__;!!N8Xdb1VRTUMIZeI!nooOHEhB3eowRtQe2X0HBRm9nQ_wQn9uiPTbldptTND4sD5Pus8iOltbXeH11-1vMMnFon5jw3lLzmRFORLa_Q\\$](https://urldefense.com/v3/__https://www.digitizationguidelines.gov/guidelines/FilmScan_PWS-SOW_20160418.pdf__;!!N8Xdb1VRTUMIZeI!nooOHEhB3eowRtQe2X0HBRm9nQ_wQn9uiPTbldptTND4sD5Pus8iOltbXeH11-1vMMnFon5jw3lLzmRFORLa_Q$)

<https://www.fiafnet.org/pages/E-Resources/Technical-Commission-Resources.html> For cataloguing - <https://www.fiafnet.org/pages/E-Resources/Cataloguing-Manual.html>

4. It is bidder’s responsibility to recheck the rectified/rescanned content The number titles/ minutes will be considered as same even after multiple rescan or re-QC Checks. QC for each film/title would be considered as only one QC irrespective of iterations. It is bidder’s responsibility to recheck the content and provide final QC approved content.
5. To expedite the rectification work and resolve Audio Video (AV) synchronization issues, the selected bidder needs to coordinate with existing NFHM vendors.
6. In case any disagreements between existing NFHM vendors and the selected bidder regarding the grading QC and any other rectification work, such cases would be resolved as per directions of NFDC-NFAI. For this purpose, NFDC-NFAI shall conduct a meeting of all the concerned agencies related to the Project at certain interval wherein issues related to disagreements will be resolved.
7. NFDC-NFAI shall provide total area of 1850 sq. ft approximately and electricity connection at a point which will be decided as per requirement of the selected bidder. It is bidders’ responsibility to measure the actual area and carry out the feasibility to set up the infrastructure at the project location prior to bid submission. Further improvement and provision of infrastructure will be done by the selected bidder. Also, prior to commencement of the work, the selected bidder needs take Authority’s approval on the proposed design of infrastructure development. The location of the Project shall be NFDC NFAI Phase 2 Gokhale Nagar Rd, near Doordarshan Kendra, Rambaug Colony, Kothrud, Pune, Maharashtra 411038.
8. Provision of internet connectivity will be a part of bidder’s scope which will be as per requirement.
9. All the equipment and infrastructure developed/supplied by the Selected Bidder shall be the property of NFDC-NFAI. During the contract tenure, all the necessary repair and

maintenance works to be undertaken at its own cost by the Selected Bidder and the same will be handed over to the NFDC-NFAI in good working conditions.

10. At the end of every week, NFDC-NFAI will provide the titles which need to be taken up for QC in the subsequent week. The QC of provided titles must be undertaken in the respective week. In case, any change in the titles, such change should be discussed with NFDC-NFAI and obtain its approval thereto.
11. The selected bidder will have to provide recommendation on the Element selection, if required, to obtain desired quality of the content for Raw QC. Currently, Element Selection for digitization is finalized by the digitization vendor in consultation with NFHM QC picture supervisor.
12. Digital Cinema Package (DCP) and all final deliverables need to be checked with on/off subtitles as per the authority's direction
13. The spot QC is not permissible. Each file will have to be checked thoroughly by the Selected Bidder.
14. Cataloguing QC has to be carried out from scratch to final stage with the highest standards. The Selected bidder to follow EN15907 standard for cataloguing standards and other additional standards for the description of the data as requested by NFDC-NFAI. The team should be aware of FIAF cataloguing practices.

There is some material which is already catalogued and some is yet to be catalogued. The Selected Bidder needs to conduct QC of catalogued material and undertake cataloguing of remaining part.

15. Metadata elements and related information will be provided to the selected bidder as per requirement.
16. While Cataloguing, it is selected bidder's responsibility to either engage a film historian or check different research resources as per direction of NFDC-NFAI and good industry practice.

In case of Cataloguing, the selected bidder's responsibility also includes review of title cards in different languages and complete the QC accordingly. The title cards to be reviewed from both digitized and analog content wherever necessary for cataloguing purposes and the content would be provided by NFDC-NFAI.

17. NFDC- NFAI reserves right to increase the Scope of Work of the selected bidder as per the applicable guidelines of Government of India (GoI). The selected bidder shall undertake the additional scope at the same rate mentioned in the Commercial Bid.
18. The Selected Bidder needs to maintain adequate inventory, spare parts, consumables and all the required material to keep the installed equipment and developed infrastructure in functional state. In case any material/spare part/consumable/equipment is declared as the end of sale by the Original Equipment Manufacturer (OEM) at any stage after signing of contract, then any alternate of such material/spare part/consumable/equipment must be

procured by the Successful Bidder with approval of NFDC-NFAI. It is hereby clarified that directions of NFDC-NFAI regarding procurement of alternate material/spare part/consumable/equipment shall be final and binding on the Successful Bidder.

19. The Successful Bidder must procure all the hardware, software, Annual Maintenance Contract, Licenses in the name of NFDC-NFAI. A copy of the same must be delivered to NFDC-NFAI immediately after completion of procurement.
20. Successful Bidder shall ensure that the OEMs shall install all type of updates, patches, fixes for all the software from time to time at no additional cost to NFDC-NFAI.
21. For Picture QC, the scanned content will be provided in form of proxy DPX. Raw file of audio will be provided only if is available.
22. The grading of the scanned content will be undertaken by the Digitization vendor after approval of raw scanned content. For Grading QC, the content will be provided in form of Graded DPX Files.
23. The QC of translation quality of subtitles is not a part of the scope of the Selected Bidder. But bidder needs to highlight any spotting issues or placement issues of the final deliverables.

4.8 Service Level Agreement (SLA)

The Bidder has to ensure the following SLA during the implementation of the Project

#	Parameter	SLA	Basis of Penalty
1	Delay in Implementation / Development of Infrastructure, all the necessary Equipment and all the manpower deployment Submission and Approval of Authority on all the AMCs and Calibration Schedules	To be completed as per technical specifications within 60 days from the date of signing of Agreement or as instructed by NFDC-NFAI	Observation of Authority
2	Absence of each personnel other than statutory holiday in Pune in each calendar month	Absence of 4 days for each calendar month	Biometric Attendance System set up by Authority
3	Digitization – Raw Picture QC ³	Min 2,000 QC mins approval per month per Person	Based on QC reports to be submitted on

³ This SLA may not be applicable in case Authority fails to provide adequate titles/mins for QC checking

#	Parameter	SLA	Basis of Penalty
4	Digitization – Raw Audio QC ³	Min 2,100 QC mins approval per month per Person	daily basis
5	Digitization – Grading and DCP QC ³	Min 1,320 QC mins approval per month per Person	
6	Digitization – Deliverables QC ³	SLAs to be finalized by the Authority upon deployment of Manpower Resources.	
7	Cataloguing QC	To be determined by Authority based on the tasks assigned in each month.	
8	Approval QC titles containing defects and not adhering to tender conditions, prevalent practices and directions of NFDC-NFAI Such instances to be found by the Authority as it deem appropriate	No title to be approved which is defective and not appropriate	Inspection (Random Checks) to be conducted by Authority as per its sole discretion
9	Non Operational any Equipment for more than 2 working days in any months	Maximum 2 days for non operational of any equipment provided by the Selected Bidder ⁴	Observation of Authority
10	Non-Calibrated Equipment	Delay in calibration for more than 5 calendar days from the scheduled date	Observation of Authority
11	Delay in Submission of Weekly Progress Report by the Project Manager	On the last working day of each week commencing from the date of signing of contract	Report submission

⁴ It will responsibility of the Selected Bidder to keep all the equipment functional and operational during contract period. For this purpose, the Selected Bidder may deploy additional IT resource/expert as required without any additional cost to NFDC-NFAI.

In case the Selected Bidder is not fulfilling any SLA mentioned above, the Authority shall assess each instance and levy penalty at its own discretion subject to maximum penalty of 1% of total contract value for each instance. The levied penalty shall be deducted from the subsequent payable amount to the Successful Bidder.

The Authority shall consider the gravity and reason behind not fulfilling the SLAs and levy penalty as appropriate.

Also, if the selected bidder is not fulfilling the SLAs despite total 5 warnings and notices (not to be considered 5 warnings for each SLA) then the Authority reserves rights to terminate the Agreement.

SLA No 3,4,5 and 6 may not be applicable in case Authority fails to provide adequate titles/mins for QC checking.

4.9 Payment Terms

Sr. No	Milestone	Payment in percentage terms (% of Contract Value)
1	Mobilization Advance – After Submission of performance Guarantee	5%
2	Completing the setting up of Project Office, necessary infrastructure including equipment's and required resource/ manpower mobilization Within 60 days from the execution of the contract ⁵	20%
3	Quarterly (at the end of every 3 months from the date of agreement) To be paid on the basis of the unit rates quoted and actual attendance of deployed manpower and submission of QC reports mentioned in Annexure XVI (Please refer the following note)	65%
4	Final acceptance of the work After completion of entire work and handover by NFDC-NFAI	10%
	Total	100%

- After completion of the milestone, the Selected Bidder shall raise the invoice in the format acceptable to the Authority along with the necessary supporting documents and payment for the same will be made after due verification of the submitted invoice and supporting documents.
- After completion of each payment milestone and approval thereto by the committee, payment will be released within 90 days from the date of approval of the committee.
- **Note -** 65% of the total contract value shall be paid on quarterly basis in equal tranches. In case any Manpower Resources are absent for a particular period, then an amount for such period shall be deducted from the payable amount. The amount to be deducted for the absence of the Manpower Resources is in addition to the penalty which would be levied as per clause 4.8. The amount shall be deducted proportionately based on the rates mentioned in the Commercial Bid.

⁵ Authority reserves right to conduct necessary tests/ adopt method which it deems appropriate to verify that the infrastructure and IT equipment are compliant with the tender conditions. The Selected Bidder is required to complete SITC (Supply, Installation, Testing and Commissioning) which will be checked jointly by the bidder and NFDC-NFAI committee.

5 Pre-Qualification

The Organization / Agency fulfilling the following Pre-Qualification criteria only needs to submit their responses. Only the organizations / agencies fully satisfying the Pre-Qualification criteria shall be considered for further evaluation. The Bid which is not satisfying any of the below mentioned criteria shall be rejected and will not be considered for further evaluation. The Pre-Qualification criteria shall be as mentioned below.

To avoid the Conflict of Interest, It is hereby clarified that organization namely Ultra Media & Entertainment Pvt Ltd, Cineom Broadcast India Ltd. and Cinelab London (UCC) or any organization related to UCC is not allowed to participate in the bidding process. For this purpose, undertaking as mentioned in Annexure XIV must be submitted along with the Prequalification documents. In case, the Bidder has executed or is executing any work for UCC, then such bidders will be required to submit an additional indemnity as per directions of NFDC-NFAI.

To facilitate evaluation of Bids, NFDC-NFAI may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid and such Bidder shall provide its response within the time period specified by NFDC-NFAI in this regard.

Sr. No	Parameter	Description	Documents Required
1	EMD	Original Demand Draft of INR 27,02,407	
2	Registration	<p>The Bidder (all the consortium members, if consortium) must be either company registered under Companies Act 2013 or Partnership firms registered under LLP act 2008/ Indian Partnership Act, 1932 (Any subsequent amendment thereof)</p> <p>(In case of consortium, documents of all the consortium members to be submitted)</p> <p>(In case of consortium, maximum 2 members are allowed including Lead Member)</p>	<p>In case of company, copy incorporation certificate and GST registration certificate and PAN to be submitted.</p> <p>In case of LLP, partnership deed and GST registration certificate and PAN to be submitted.</p>
3	Cover Letter	Cover Letter to submit the bid & Details of Bidder	Annexure II & III
4	Turnover	The Bidder must have minimum average annual turnover generated from Similar Work (As defined in Sr. No 7 of PQ Criterion) INR 3.5 Crore for last 3 financial years (FY 2022-23, 2021-22, 2020-21)	<ul style="list-style-type: none"> • Certificate from Statutory Auditor / Chartered Accountant as per format mentioned in Annexure

Sr. No	Parameter	Description	Documents Required
5	Net worth	The Bidder should have Positive Net worth for each of last three financial year. (FY 2022-23, 2021-22, 2020-21)	<p>V</p> <ul style="list-style-type: none"> Audited Financial Statements In case of consortium, each member net worth must be positive in each of the last 3 financial years
6	EPF and ESIC Registration	The bidder must be registered with Employees Provident Fund (EPF) and Employees State Insurance Corporation	<p>EPF and ESIC registration certificate</p> <p>In case of consortium, Lead Member shall submit</p>
7	Similar Work Experience	<p>The bidder must have successfully executed/completed Similar Works over the last three years as mentioned below</p> <ul style="list-style-type: none"> One similar completed work costing not less than INR 9 Cr or Two similar completed works costing not less than INR 5.5 Cr Or (Cost of each similar work must be INR 5.5 Cr) Three similar completed works costing not less than INR 4.5 Cr (Cost of each similar work must be INR 4.5 Cr) <p>Similar works shall mean providing Digitization / Restoration / Grading services of Celluloid Film Content (35mm, 16mm, 8mm only) to State Government / Central Government / PSU / Union Territory (UT) / Urban Local Body (ULB)/ Private Organization in India/abroad</p> <p>And/or</p> <p>manpower supplied for Digitization /</p>	<p>Work Order + Completion Certificate (Or Phase Completion Certificate for ongoing work) from the client wherein all the details of the Similar Works (Including but not limited to value, time period, work undertaken) are mentioned for each Similar Work.</p> <p>Also, details of Similar Works to be submitted by the bidder as per format provided in annexure VI separately.</p> <p>In case of consortium, collective experience (clubbed together) shall be considered.</p> <p>Experience of sister organization and/or parent organizations and/or group organizations/</p>

Sr. No	Parameter	Description	Documents Required
		<p>Restoration / Grading services of Celluloid Film Content (35mm, 16mm, 8mm only) of Film Content to State Government / Central Government / PSU / Union Territory (UT) / Urban Local Body (ULB)/ Private Organization in India/abroad</p> <p>And/or</p> <p>Quality Checking for Digitized/Restored /Graded content of Celluloid Film Content (35mm, 16mm, 8mm only) of Film Content to State Government / Central Government / PSU / Union Territory (UT) / Urban Local Body (ULB)/ Private Organization in India/abroad</p> <p>Digitization of microfilm or documents will not be considered.</p> <p>Please refer the Note</p>	<p>companies shall not be considered.</p> <p>In House Experience shall not be considered.</p> <p>NFDC-NFAI reserves all rights to verify the authenticity of the work orders/documents at any point of time and in case if any of the documents are found to be forged or non-genuine, the Bidder shall be liable for rejection / termination of contract followed by their blacklisting.</p> <p>Any work experience prior to 3 years from Bid Due Date (Last date of Bid Submission) shall not be considered. In case of ongoing works/project, the amount of works successfully undertaken during the last 3 years must equal to or greater than the amount mentioned above. Relevant proofs must be submitted.</p>
8	Certification	The Bidder shall have valid ISO 9001, ISO 20000 & ISO 27001 or higher Certifications as on last date of submission of the bid (Any One out of 3 certificates)	<p>Copy of valid certificates to be enclosed ⁶</p> <p>In case of Consortium, Lead Member must have the valid certificates</p>
9	Undertaking	The lead bidder and consortium	Self-Declaration in this

⁶ In case the required certificates are not available with the bidder, undertaking need to be submitted stating that the same will be made available prior to contract signing if the bidder is selected for project. Accordingly, it must be submitted.

Sr. No	Parameter	Description	Documents Required
	for not blacklisted	partner/s should not have been blacklisted by any of the State/Central Government or organizations of the State/Central Government in India in the past three years	regard by the authorized signatory of the lead bidder and consortium partner to be provided as per Annexure VII In case of consortium, all the consortium members shall submit the undertaking
10	Power of Attorney and Joint Bidding Agreement	<ul style="list-style-type: none"> Valid Power of Attorney for authorized signatory as set out in Annexure- X(Notarized); In case of consortium, additionally, valid Power of Attorney in favor of Lead Bidder and Joint Bidding Agreement as set out in Annexure IX (Notarized) and VIII (Notarized) respectively. 	Power of Attorney and Joint Bidding Agreement
11	Integrity Pact	• The bidder shall submit the integrity pact as per Annexure XIII.	
12	Manpower Strength	The Bidder (Any Consortium Member in case of consortium) must have 10 resources matching with any Education and Experience criteria mentioned in clause 4.3 on its pay roll as on the date of Bid Submission	<p>A self-declaration or Certificate issued by Authorized Signatory mentioning name of the employee, educational qualification, and experience details to be submitted.</p> <p>CVs of the Employees as per format mentioned in the RFP</p>
13	Signed copy of Tender Documents	Sealed and Signed copy of RFP document and subsequent published corrigendum, clarifications by the Authorized Signatory	

Note –

- If the bidder (incorporated under Indian Companies Act 2013 or Partnership firms registered under LLP act 2008/Indian Partnership Act, 1932 (Any subsequent amendment thereof)) has undertaken the Similar Work through its fully owned subsidiary in any other country than India, then it shall be considered subject to submission of the following

documents

- Certificate from Statutory Auditor of the bidder mentioning all the details of the work (including but not limited to Value, Details of the Work, Tenure, conversion rates etc.)
 - Completion Certificate issued by the client.
- If Similar Work Experience is submitted in foreign currency, the same shall be converted into Indian currency i.e. Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India. In case of any other currency than US Dollar, the same shall first be converted to US Dollars and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund.

For this purpose, in addition to the Work Order & Completion Certificates as mentioned above, the bidder shall submit certificate from its statutory auditor/chartered accountant mentioning the conversion of currency of their work experience.

For conversion of work experience, the conversion rates as on date of work order shall be considered.

5.1 Technical evaluation criteria

1. The Technical bid shall be evaluated only for the bidders who gets qualified in Pre-Qualification stage as described above.
2. The bid shall be evaluated as per the requirements and technical evaluation framework specified below.
3. Each Bid shall be assigned a technical score as per the Technical Evaluation Framework specified below.
4. The bidder must submit relevant documents to meet the technical qualification criterion as mentioned below
5. Only those who score 70 marks or above will be considered Technically Qualified and only their Commercial Bids will be opened.

Sr. No	Parameter	Description	Documents Required
1	Turnover	<p>Combined average annual turnover of all consortium members, for the last three years, must be at least INR. 3.5 Cr</p> <p>For awarding marks, turnover shall be considered as follows:</p> <ul style="list-style-type: none"> • From INR. 3.5 Cr to less than or equal to INR 7 Cr = 10 marks • Greater than INR. 7 Cr to less than or equal to INR 10 Cr = 15 marks • More than INR 10 Cr = 20 marks <p>Turnover generated only from Similar Work (As defined in Sr. No 7 of PQ Criterion) will be considered</p>	<ul style="list-style-type: none"> • Certificate from Statutory Auditor/ Chartered Accountant as per format mentioned in Annexure V • Audited Financial Statements
2	Similar Work Experience	<p>For awarding marks, evaluation of similar works shall be carried out as per the following criteria</p> <p>(1) 1 similar work of value not less than 4.5 Cr – 10 marks</p> <p>(2) 2 similar works of value not less than 4.5 Cr – 15 marks (Cost of each similar works /project must be INR 4.5 Cr)</p> <p>(3) 3 similar work of value not less than</p>	<p>Work Order + Completion Certificate (Or Phase Completion Certificate for ongoing work) from the client wherein all the details of the Similar Works (Including but not limited to value, time period, work undertaken) are mentioned for each Similar Work.</p>

Sr. No	Parameter	Description	Documents Required
		<p>4.5 Cr – 20 marks (Cost of each similar works /project must be INR 4.5 Cr)</p> <p>Similar works shall mean providing Digitization / Restoration / Grading services of Celluloid Film Content (35mm, 16mm, 8mm only) to State Government / Central Government / PSU / Union Territory (UT) / Urban Local Body (ULB)/ Private Organization in India/abroad submission)</p> <p>And/or</p> <p>manpower supplied for Digitization / Restoration / Grading services of Celluloid Film Content (35mm, 16mm, 8mm only) of Film Content to State Government / Central Government / PSU / Union Territory (UT) / Urban Local Body (ULB)/ Private Organization in India/abroad</p> <p>And/or</p> <p>Quality Checking for Digitized/Restored /Graded content of Celluloid Film Content (35mm, 16mm, 8mm only) of Film Content to State Government / Central Government / PSU / Union Territory (UT) / Urban Local Body (ULB)/ Private Organization India/abroad</p> <p>Digitization of microfilm or documents will not be considered.</p> <p>Please refer the Note mentioned in PQ criteria</p>	<p>Also, details of Similar Works to be submitted by the bidder as per format provided in annexure VI separately.</p> <p>In case of consortium, collective experience (clubbed together) shall be considered.</p> <p>Experience of sister organization and/or parent organizations and/or group organizations/ companies shall not be considered.</p> <p>In House Experience shall not be considered.</p> <p>NFDC-NFAI reserves all rights to verify the authenticity of the work orders/documents at any point of time and in case if any of the documents are found to be forged or non-genuine, the Bidder shall be liable for rejection / termination of contract followed by their blacklisting.</p> <p>Any work experience prior to 3 years from Bid Due Date shall not be considered. In case of ongoing works/project, the amount of works successfully undertaken during the last 3 years must equal to or greater than the amount</p>

Sr. No	Parameter	Description	Documents Required
			mentioned above. Relevant proofs must be submitted.
3	Certificates	<p>The Bidder shall have valid ISO 9001, ISO 20000 & ISO 27001 or higher Certifications as on last date of submission of the bid</p> <p>For awarding marks, the following shall apply:</p> <ul style="list-style-type: none"> • Only 1 Certificate out 3 mentioned above – 5 Marks • 2 Certificates out 3 mentioned above – 8 Marks • 3 Certificates out 3 mentioned above – 10 Marks 	<p>Certificates</p> <p>In case no certificate is available, the bidder will not be given any mark for this criterion.</p>
4	Availability of Key Personnel	<p>The Bidder (Any Consortium Member, in case of consortium) should have 10 resources/ manpower matching with any Education and Experience criteria mentioned in clause 4.3 on its pay roll as on the date of Bid Submission</p> <p>Marks would be awarded as follows</p> <ul style="list-style-type: none"> • 10 to 15 Employee matching with criteria mentioned in clause 4.3 – 10 Marks • 16 to 20 Employee matching with criteria mentioned in clause 4.3 – 15 Marks • More than 20 Employee matching with criteria mentioned in clause 4.3 – 20 Marks 	<p>A self-declaration or Certificate issued by Authorized Signatory mentioning name of the employee, educational qualification, and experience details to be submitted.</p> <p>CVs of the Employees as per format mentioned at Annexure XVIII</p>
5	Approach and Methodology	<p>The bidder must present on the below mentioned points to Bid Evaluation Committee (BEC) which will be constituted by NFDC-NFAI.</p> <p>(1) Proposed Infrastructure Development ⁷</p>	<p>Date, time and venue of Presentation shall be communicated to the bidders separately</p>

⁷ All the necessary infrastructure including but not limited to civil work, furniture, table chair flooring, lighting, ventilation/Air Condition, plumbing, speakers, acoustics electrical, networking connections will be presented

Sr. No	Parameter	Description	Documents Required
		(2) Latest Specification of the Equipment to be installed for QC ⁸ (3) Key Parameters and Threshold of QC (4) Applicable national and International standards and its details (5) Scope understanding and proposed workplan Max Marks - 30	

Note:

The bidders would need to submit documents to substantiate the evaluation criteria. The documentation to substantiate similar projects need to be completion certificates by client or client letters stating satisfactory work.

The Bid Evaluation Committee constituted by NFDC-NFAI shall evaluate the prequalification and technical bids based on proposal, documents submitted and presentations to arrive at the technical score.

To facilitate evaluation of Bids, BEC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid and such Bidder shall provide its response within the time period specified by NFDC-NFAI in this regard.

It is to be noted that the decision of the Evaluation Committee in the evaluation of Responses/ Bids to the RFP shall be final. No correspondence with the Bid Evaluation Committee regarding the evaluation process shall be entertained. The Bid Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations. Concealment or contradiction of facts would be held otherwise and liable for strict action. Any such incidence gives NFDC-NFAI complete right to reject the claim of the bidder at any stage, even after the completion of tendering process, without even a formal notice.

Each of the responses shall be evaluated to validate compliance of the bidders according to the criteria as per format and supporting documents mentioned against each clause

⁸ All the required equipment, its specifications and other supporting infrastructure to be detailed.

6 Evaluation of the Bidders

1. The evaluation of the Bidders shall be done in 3 stages where the Bidders shall be first evaluated against the Pre-Qualification criteria. Only those bidders fully satisfying the Pre-Qualification criteria (Section 5) shall be considered for further Technical evaluation (Section 5.1) and Commercial evaluation (Annexure XI). The bids shall be evaluated using the Quality cum Cost Based System (QCBS) selection method as mentioned below:

- a. The score secured based on evaluation of the Technical Bid as above shall be the Technical Score of the Bidder (X). Only those Bidders who score a minimum of 70 marks in the Technical Evaluation (as per clause 5.1) shall be considered for further evaluation.
- b. The commercial quote shall be evaluated on the basis of total cost offered by the Bidder for the RFP. If there is a discrepancy between words and figures, the amount in words shall prevail.

Bid Evaluation Committee of NFDC-NFAI reserves right to assess the rates quoted in the commercial bids and seek clarification on the quoted rates from the bidders. In case the provided clarification on the quoted rates is not satisfactory, the NFDC-NFAI reserves right to reject the bid.

- c. Based on the Total Commercial Quote given by the Bidder, the Relative Commercial Score (Y), only for the qualifying bidders, will be calculated as below:

‘Y’ of the qualifying Bidder = [(Lowest quoted offer among the qualifying Bidders)/ (Offer quoted by the respective qualifying Bidder)] X100

- d. Final Composite Score for the Bidders shall be computed considering the Technical Score (X) (as per clause 5.1) and Relative Commercial Score (Y) and to be calculated as mentioned below:

$$Cs = (0.70 * X) + (0.30 * Y)$$

Where,

Cs = Final Composite Bid Score

X = Total Technical score of the qualifying Bidder

Y = Total Relative Commercial Score of the qualifying Bidder

All marks calculations shall be done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

- e. The Bidder shall be selected on the basis of the Highest Composite Score “Successful Bidder” or “Selected Bidder”).
- f. In the event of two or more bidder securing exactly the same Composite Score, then NFDC-NFAI reserves the right to:

Declare the bidder whose Technical Score is highest, among the bidders who have secured exactly the same Composite Score as preferred bidder

- g. In case the Bidder with the Highest Composite Score, rejects to accept/undertake the work, an offer at the sole discretion of NFDC-NFAI shall be made to the Bidder with Second Highest Composite Score
- h. The evaluation committee shall visit the major facility of similar work being carried out by the selected bidder (India / Abroad / International Film Archive of Repute) before award of contract.

7 Fraud and corrupt practices

- 7.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or the Selected Bidder, as the case may be, if it determines that the Bidder or Selected Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.
- 7.1.2 Without prejudice to the rights of the Authority hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder or Selected Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Selected Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Selected Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 7.1.3 For the purposes of this, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the RFP document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

- c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

8 Miscellaneous

- 8.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 8.1.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) Suspend, withdraw and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
 - e) amend, modify or reissue the Bidding Documents or any part thereof;
 - f) to accept or reject any or all of the Bids; and/or
 - g) include additional evaluation criteria or to modify the eligibility criteria for the further short-listing of person for issue of the Bidding Documents during the Bidding Process.
 - h) to consider any variation in the Bid submitted by the Bidder provided such variation is as per the project scope, project structure and as per the terms and conditions of the RFP

It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Annexure I: Format for Pre-Bid Queries

Bidder 's Request for Clarification			
<<Name of Organization submitting query/ request for clarification>>			
<<Full address of the Organization including e-mail and phone >>			
Sr. No	RFP document reference(s) (Section & page number)	Content of RFP requiring clarification(s)	Points of clarification/ Query
1			
2			
3			
4			
5			

Annexure II: Letter for Bid

(To be provided on the Company letterhead by the bidder/lead member)

Date:

To,
Manager,
NFDC-NFAI
Law College Road,
Pune, Maharashtra – 411 004

Subject: Bid for Selection of Bidder for providing Manpower and setup related Infrastructure for the Quality check for Digitization project under NFHM at NFDC-NFAI, Pune, Maharashtra, India

Dear Sir,

With reference to your RFP document dated....., I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional.

1. I/ We acknowledge that NFDC-NFAI will be relying on the information provided in the Bid and the documents accompanying the Bid for the aforesaid Project, and I/we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. The Bid is being submitted and submissions in this letter are being made for the express purpose of qualifying as a Successful Bidder for the aforesaid Project.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/ any of the Consortium Members⁹ or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/ We declare that:
 - a. I/ We have examined and have no reservations to the Bidding Documents, including

⁹ If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.

- any Addendum issued by NFDC-NFAI; and
- b. I/ We do not have any conflict of interest as mentioned in the RFP document; and
 - c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with NFDC-NFAI 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 in conformity with the provisions of the RFP, 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; and
 - e. the undertakings given by us along with the Bid in response to the RFP for the Project were true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
- 7. 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 Project, without incurring any liability to the Bidders, in accordance with provisions the RFP document.
 - 8. I/ We believe that we/ our Consortium satisfy(s) meet(s) all the requirements as specified in the RFP document.
 - 9. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
 - 10. I/ We certify that we/ any Member of the Consortium or any of our/ their Associates 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.
 - 11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheet by any agency of the Government or convicted by a Court of Law.
 - 12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
 - 13. I/ We confirm that there no connection between (Bidder' Name and Consortium Member) and Ultra Media & Entertainment Pvt Ltd, Cineom Broadcast India Ltd. and Cinelab London (UCC) or any organization related to UCC.
 - 14. I/We understand that the Successful Bidder shall be required to follow the procedure in accordance with the RFP prior to execution of the Agreement.
 - 15. I/We hereby irrevocably waive any right, which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Authority in connection with the selection of Bidders or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

16. I/We agree and undertake to abide by all the terms and conditions of the RFP.
17. I/We agree and undertake to be jointly and severally liable for all our obligations under the Agreement as per the provisions set out therein.

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

Date:

Place:

(Signature, name and designation of the Authorised signatory)

Name and seal of Bidder/Lead Member

Annexure III: Details of Bidder

[On the letter head of the Bidder and All Members of Consortium]

1. Name:
2. Country of incorporation:
3. Address of the corporate headquarters and its branch office(s), if any, in India:
4. Date of incorporation and/or commencement of business (Please provide a true copy of the incorporation certificate):
5. Details of individual(s) who will serve as the point of contact/communication for Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone number:
 - (f) E-Mail Address:
6. In case of Consortium, Bidder shall provide the following details

Sr. No	Name of Member	Role and Responsibility*

*The role of each Member, as may be determined by the Bidder, should be indicated

Annexure IV: Checklist for Document Submission

Checklist for Prequalification

Sr. No	Parameter	Documents Required	Submitted (Yes / No)	Proposal page number
1	EMD	Scanned Copy of EMD		
2	Registration	In case of company, copy incorporation certificate and GST registration certificate and PAN to be submitted. In case of LLP, partnership deed and GST registration certificate and PAN to be submitted.		
3	Cover Letter	Annexure II & III		
4	Turnover	<ul style="list-style-type: none"> • Certificate from Statutory Auditor/Chartered Accountant as per format mentioned in Annexure V • Audited Financial Statements 		
5	Net worth			
6	EPF and ESIC Registration	EPF and ESIC registration certificate In case of consortium, Lead Member shall submit		
7	Similar Work /Project Experience	Work Order + Completion Certificates Issued by Client. Also, details of projects to be provided as per format provided in annexure VI.		
8	Valid Certification	Copy of valid certificates to be enclosed In case of Consortium, Lead Member must have the valid certificates		
9	Undertaking for not blacklisted	Self-Declaration in this regard by the authorized signatory of the lead bidder and consortium partner to be provided as per Annexure VII In case of consortium, all the consortium members shall submit the undertaking		
10		Undertaking as per XIV		
11	Power of	Power of Attorney and Joint Bidding		

Sr. No	Parameter	Documents Required	Submitted (Yes / No)	Proposal page number
	Attorney and Joint Bidding Agreement	Agreement As per Annexure VIII, IX, X (Notarised)		
12	Integrity Pact	As per Annexure XIII		
13	Manpower Strength	<p>A self-declaration or Certificate issued by Authorised Signatory mentioning name of the employee, educational qualification, and experience details to be submitted.</p> <p>CVs of the Employees as per format mentioned at Annexure XVIII</p>		
14		Sealed and Signed Copy of Tender Documents		

Checklist for Technical Qualification

Sr. No	Parameter	Documents Required	Submitted (Yes / No)	Proposal page number
1	Turnover	<ul style="list-style-type: none"> • Certificate from Statutory Auditor/ Chartered Accountant as per format mentioned in Annexure V • Audited Financial Statements • In case of consortium, all the consortium members shall provide the above documents 		
2	Similar Work/ Project Experience	Work Order + Completion Certificate (Or Phase Completion Certificate for ongoing work) Also, details of projects to be provided as per format provided in annexure VI.		
3	Valid Certificates	Certificates		
4	Availability of Key Personnel	A self-declaration or Certificate issued by Authorised Signatory mentioning name of the employee, educational qualification, and experience details to be submitted. CVs of the Employees as per format mentioned at Annexure XVIII		
5		Detailed Presentation and Supporting Documents to be submitted after the presentation		

Annexure V: Financial capacity of the Bidder

Sr. No	Financial Year	Turnover (INR. in Crore)	Net Worth (INR. in Crore)
1	2022-23		
2	2021-22		
3	2020-21		

Certificate from Statutory Auditor/ Chartered Accountant

This is to certify that (Name of the Bidder) has Turnover generated from Similar Work as defined in Section 5 of the RFP & Networth shown above against the respective years.

Name of the Chartered Accountant firm:

Seal of the Chartered Accountant firm

Date:

(Signature, name and designation of the authorized signatory)

Note: Please attach the Audited Financial Statements for the last 3 years. To be submitted by each consortium member.

Annexure VI: Project Citation Format

General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the respondent/bidder	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects	
Copy of Work Order	

In case a particular project has been jointly executed by the Bidder (as a part of a consortium), he should further support his claim for the share in the work done for that particular job/contract by producing a certificate from the client.

Separate sheet to be attached for each project

Annexure VII: Non-blacklisting declaration

Date:

To,

Manager,
NFDC-NFAI
Law College Road,
Pune, Maharashtra – 411 004

Subject: Undertaking for Selection of Bidder for providing Manpower and setup related Infrastructure for the Quality check for Digitization project under NFHM at NFDC-NFAI, Pune, Maharashtra, India.

Respected Sir,

I confirm that We, _____, are not blacklisted in any manner whatsoever by any of the State/UT and/or central government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: In case of consortium, the undertaking shall be provided by each member

Annexure VIII: Joint Bidding Agreement

(To be executed on stamp paper of INR 500)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...
(the “**Agreement**”)

AMONGST

1. {..... Limited, a company incorporated under the (Indian) Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND

2. Limited, a limited liability company incorporated under the (Indian) Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”.

WHEREAS,

A. National Film Development Corporation (NFDC) - National Film Archive of India (NFAI), hereinafter referred to as “NFDC-NFAI”) has invited Bids by its Request for Proposal No. dated (the “RFP”) for qualifying and selecting bidders Bidder for providing Manpower and setup related Infrastructure for the Quality check for Digitization project under NFHM at NFDC-NFAI, Pune, Maharashtra, India (the “Project”);

B. The Parties are interested in jointly bidding for the Project as members of a Consortium (as defined below) and in accordance with the terms and conditions of the Bidding Documents including the RFP; and

C. It is a necessary condition under the RFP that the members of the Consortium shall enter into a joint bidding agreement and furnish a copy thereof with the Bid.

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 RFP.

2. Consortium

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

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 the Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall be performing all its obligations as per the terms of the Agreement for the Project.

4. Role of the Parties

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 during the term of the Agreement to be signed for the Project;

Detailed roles and responsibilities of the consortium members shall be submitted at time of signing of the agreement for Project implementation

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project in accordance with the terms of the RFP, the Agreement and for the performance of the Selected Bidder's obligations under the Agreement.

6. Representation of the Parties

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

- a. 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;
- b. 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 Member of Consortium and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any applicable law presently in effect and having applicability to it;
 - iii. violate the memorandum of association and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, 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; and

- v. create or impose any liens, mortgages, pledges, claims, security interests, charges or any other 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;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates 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.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect till the full and final satisfaction of all obligations under the Agreement in accordance with the terms thereof, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project as the Successful Bidder, the Agreement will stand terminated, in accordance with the mutual agreement of the Parties.

8. Miscellaneous

Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of 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:

For and on behalf of OTHER MEMBER by:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In Presence of

In Presence of

1

2

(Notarized)

Notes:

1. The mode of 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.

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

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Annexure IX: Power of Attorney for Lead Member of Consortium

(To be executed on stamp paper of INR 500)

Whereas NFDC-NFAI has invited proposals from interested parties for Selection of Bidder for providing Manpower and setup related Infrastructure for the Quality check for Digitization project under NFHM at NFDC-NFAI, Pune, Maharashtra, India (“Project”).

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

We, M/s..... having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s, having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Project/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20....

For

(Signature, Name & Title)

For

(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

1.

2.

(Notarised)

Notes:

- The mode of execution of the Power of Attorney 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.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

Annexure X: Power of Attorney for Signing the Bid

(To be executed on stamp paper of INR 500)

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, 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, matters and things as are necessary or required in connection with or incidental to submission of our Bid for Selection of Bidder for providing Manpower and setup related Infrastructure for the Quality check for Digitization project under NFHM at NFDC-NFAI, Pune, Maharashtra, India (“Project”) pursuant to the RFP dated [] (“RFP”) issued by the National Film Development Corporation (NFDC) - National Film Archive of India (NFAI) and for our selection as Successful Bidder including but not limited to signing and submission of all Bids and other documents and writings, participate in pre-bid conferences and other conferences and providing information/responses to NFDC_NFAI, representing us in all matters before NFDC-NFAI, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with NFDC-NFAI 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 NFDC-NFAI.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deed, matters 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.

Capitalised terms not defined herein shall have the meaning assigned to them under the RFP.

IN WITNESS WHEREOF,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2.....

For

(Signature)

(Name, Title and Address)

Witnesses:

(Notarised)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney 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.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate

Annexure XI: Format of Commercial Proposal

Set Up of Infrastructure				
Sr. No	Infrastructure	Unit	Unit Cost (INR)	Total Cost (INR)
1	Audio Suite	3		
2	Audio Suite Infra	3		
3	Grading Suite Preview Theatre	2		
4	Grading Suite Preview Theatre Infra	2		
5	Deliverables QC System	4		
6	Deliverables QC System Infra	4		
7	General Civil, plumbing & Electrical Work	Lump sum		
8	Operation and Maintenance Cost of above Sr. 1 to 8	Lump sum		
	Subtotal (A)			

Manpower Deployment						
Sr. No	Catergory	No of Posts	Total Cost Per Person Per Month (INR)	Total Months of Deployment	Total Man Months	Total Cost (INR)
1	Digitization Raw Picture QC Supervisor	4		12	48	
2	Digitization Raw Audio QC Supervisor	9		12	108	
3	Digitization Grading & DCP QC Supervisor	12		12	144	
4	Digitization Deliverables Quality Checking Supervisor	4		12	48	
5	Cataloging QC Expert	4		12	48	
6	Senior Cataloger	1		12	12	
7	Subtotal (B)					

Any Other Miscallaneous Cost (C) (INR)	
Any other cost for implementation of project as envisaged in the tender documents	

Total Quoted Amount (A+B+C) (INR)	-
--	----------

All the amounts mentioned above are excluding GST. GST Shall be paid at actuals

Authorized Signature:

Name and Title of Signatory:

Name of Firm:_____

Address:_____

Annexure-XII Performance Bank Guarantee

To

NFDC-NFAI

WHEREAS _____ [name and address of Selected Bidder] (hereafter called "the Selected Bidder ") has undertaken, in pursuance of Contract No. _____ Dated _____ to execute _____ [Tender No. & name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Selected Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of INR.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of INR. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

Our liability under this bank guarantee shall not exceed INR. <Insert Value> (Rupees <Insert Value in Words> only).

This bank guarantee shall be valid up to <Insert Expiry Date>)

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Signature and Seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

Annexure XIII Integrity Pact

This pre-contract agreement (hereinafter called the “Integrity Pact” or “Pact”) is made on <<day>> of <<month, year>>, between, on one hand, the President of India acting through <designation and department> Purchaser (hereinafter called the “Authority”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s <<bidder’s legal entity >> represented by <<name and designation>> (hereinafter called the “BIDDER/Seller”, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Authority proposes to engage the an agency for providing Manpower and setup related Infrastructure for the Quality check for Digitization project under NFHM at NFDC-NFAI, Pune, Maharashtra, India and the BIDDER is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the AUTHORITY is a Ministry/Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the AUTHORITY to obtain the desired services at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the AUTHORITY will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the AUTHORITY

1.1.The AUTHORITY undertakes that no official of the AUTHORITY, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The AUTHORITY will, during the pre-contract stage, treat all the BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the AUTHORITY will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the AUTHORITY with full and verifiable facts and the same is prima facie found to be correct by the AUTHORITY, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the AUTHORITY and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the AUTHORITY the proceedings under the contract would not be stalled.

Commitments of the BIDDER

3. The BIDDER commits itself to take all the measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the AUTHORITY, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the AUTHORITY or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3. BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.4. The BIDDER further confirms and declares to the AUTHORITY that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the AUTHORITY or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.5. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the AUTHORITY or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the AUTHORITY as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11. If the BIDDER who is involved in the bid process or any employee of such BIDDER or any person acting on behalf of such BIDDER, either directly or indirectly, is a relative of any of the officers of the AUTHORITY, or alternatively, if any relative of an officer of AUTHORITY who is involved in the bid process has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 3.12. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the AUTHORITY.

For the purposes of clauses 3.11 & 3.12, the listed words shall have the ascribed meanings as follows:

- i. "employee of such BIDDER or any person acting on behalf of such BIDDER" means only those persons acting on behalf of such Bidder who are involved in the bid process / Project.
 - ii. "officers/employee of the AUTHORITY", means only those persons who are involved in the bid process / Project.
 - iii. "financial interest/stake in the BIDDER's firm" excludes investment in securities of listed companies".
4. Previous Transgression
- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector

Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (EMD)

- 5.1. The Bidder's EMD of Rs. <value> deposited along with the bid shall remain valid till the submission of performance guarantee by the BIDDER.
- 5.2. In case of the successful BIDDER, a clause would also be incorporated in the Performance Bank Guarantee that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the AUTHORITY to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.3. Within 21 days of the receipt of notification of award from the employer, the successful Bidder shall furnish the performance security equal to <___> of the value of contract from a commercial bank in accordance with the conditions of the Agreement and RFP.
- 5.4. Performance security should remain valid from date of execution of Contract to the expiry of 60 days after the date of completion of all contractual obligations including warranty obligations.
- 5.5. No interest shall be payable by the AUTHORITY to the BIDDER on Earnest Money/ Performance Security for the period of its currency.

6. Sanctions for Violations

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the AUTHORITY to take all or any one of the following actions, wherever required:
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. The Earnest Money Deposit (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the AUTHORITY and the AUTHORITY shall not be required to assign any reason therefore.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv. To recover all sums already paid by the AUTHORITY, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing prime lending rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is

due to the BIDDER from the AUTHORITY in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the AUTHORITY, along with interest.
- vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the AUTHORITY resulting from such cancellation/rescission and the AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the AUTHORITY.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the AUTHORITY with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the AUTHORITY to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2. The AUTHORITY will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3. The decision of the AUTHORITY to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

The BIDDER undertakes that under similar buying conditions, it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was so supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the AUTHORITY, if the contract has already been concluded.

8. Independent Monitors

- 8.1. Shri <Name> has been appointed as Independent External Monitor (hereinafter referred to as Monitor) for overseeing and implementation of the Pre-Contract Integrity Pact for procurement of services in the <Purchaser's entity>. His contact details are as under:

<Name>

<Address>

<Contact details>

- 8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the AUTHORITY.
- 8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the AUTHORITY including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7. The AUTHORITY will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of AUTHORITY/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the AUTHORITY/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the AUTHORITY or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is Mumbai.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action

that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1. The validity of this Integrity Pact shall be from date of its signing and extend upto <X years> or the complete execution of the contract to the satisfaction of both the AUTHORITY and the BIDDER, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.

12.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at _____ on _____

Authority

BIDDER

Name of Officer

Authorised Signatory

Designation

Dept/Ministry/PSU

In Presence of

In Presence of

1

2

Annexure XIV: Undertaking

Date:

To,
Manager,
NFDC-NFAI
Law College Road,
Pune, Maharashtra – 411 004

Subject: Undertaking for Selection of Bidder for providing Manpower and setup related Infrastructure for the Quality check for Digitization project under NFHM at NFDC-NFAI, Pune, Maharashtra, India.

We, (Bidder's Name) participating in Digitization QC tendering process and fulfill the below mentioned conditions.

No direct shareholding in (Ultra Media & Entertainment Pvt Ltd, Cineom Broadcast India Ltd. and Cinelab London) UCC or any affiliates, subsidiaries, members, associates thereof and UCC does not possess direct shareholding in the Bidder's organization or any affiliates, subsidiaries, members, associates thereof.

No Common shareholders between (Bidder's Name) or any affiliates, subsidiaries, members, associates thereof and UCC or any affiliates, subsidiaries, members, associates thereof.

(Bidder's Name) has not received from or provided to any direct or indirect subsidy, grant, loan or subordinated debt to UCC.

There is no common consultant or legal representative between (Bidder's Name) or any affiliates, subsidiaries, members, associates thereof and UCC or any affiliates, subsidiaries, members, associates thereof.

There is no relationship and business transaction either directly or through common third parties (Contractor, Subcontractor or Client) between (Bidder's Name) or any affiliates, subsidiaries, members, associates thereof and UCC or any affiliates, subsidiaries, members, associates thereof.

There is no connection between (Bidder's Name) or any affiliates, subsidiaries, members, associates thereof and UCC or any affiliates, subsidiaries, members, associates thereof for any other project/contract.

The conditions are completely fulfilled as on Bid Submission Date and will be adhered to during the subsistence of the contract with Authority.

Place:

Date:

Bidder's Company Seal:

RFP for Selection of Bidder for providing Manpower and setup related Infrastructure for the Quality check for Digitization project under NFHM at NFDC-NFAI, Pune, Maharashtra, India

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: In case of consortium, the undertaking shall be provided by each member

Annexure XV: Details and Specification of Infrastructure

The selected bidder shall be required to provide and develop the below mentioned infrastructure adhering to its specifications.

Sr. No	Infrastructure Components	Qty
1	Audio Suite	3
2	Audio Suite Infra	3
3	Grading Suite Preview Theatre	2
4	Grading Suite Preview Theatre Infra	2
5	Deliverables QC System	4
6	Deliverables QC System Infra	4
7	General Civil, plumbing & Electrical Work	Lumpsum

Minimum specifications and requirement mentioned. However, the bidders must present the latest specification and proposed infrastructure and the presented equipment and infrastructure must be implemented

Detailed Specification of the above mentioned infrastructure components are as follows

Audio Suite

#	Item	Description for Audio QC Setup	QTY for each Suite
Workstation for Audio QC			
1	Workstation	Apple M3 chip 8-core CPU with 4 performance cores and 4 efficiency cores, 8-core GPU, Hardware-accelerated ray tracing, 16-core Neural Engine, 100GB/s memory bandwidth, Media Engine Hardware-accelerated H.264, HEVC, ProRes and ProRes RAW, Video decode engine, Video encode engine, ProRes encode and decode engine, AV1 decode 32GB 2666MHz DDR4 memory or higher 16GB of GPU GDDR6 memory 1TB SSD storage 10 Gigabit Ethernet Mouse	1

#	Item	Description for Audio QC Setup	QTY for each Suite
		Keyboard - US English	
		4480x2520 resolution at 218 pixels per inch with support for 1 billion colours	
		500 nits brightness	
		Wide colour (P3)	
		True Tone technology	
		macOS Sonoma or latest version as on installation date	
Audio Setup for Audio QC			
2	Software	Audio Workstation Software With Editing And Loudness Measurement Facilities – 2 yrs Subscription	1
3	Plugin	Plugin	As per Requirement
4	Key	Hardware Authorisation Key	1
5	Audio Interface	Audio Interface	1
6	Digital Speaker Processor	8 analog inputs and 8 analog outputs, microphone or line 48V switch per input channel 24 bit A/D and D/A convertor 48kHz sampling rate 8th order filters for crossover GPIO Extensible Function	1
7	Monitor Controller	Surround Monitor Controller	1
8	Television	50 Inch Full HD Television	1
9	LCR Speakers	Based on size of each suite, details of the speakers must be presented in the technical presentation	
10	Speakers		
11	Subwoofers		
12	Amplifiers		
13	Connectors	Interconnecting Cables and Connectors for above mentioned equipment using Gotham; Belden Or Sommer Installation Cables Including 5Mts HDMI Cables For TV, Extension For Keyboard Mouse And Monitors	As per Requirement
14	Rack	17U Equipment Rack (600 x 600mm)	As per Requirement
15	Headphones	Closed, 250 Ohm Studio headphone	2
16	Installation, Training	Installation (supply & laying cable for Network connectivity for all Audio QC Terminals with Central storage on the premises) & Commissioning with 3 days user training.	-
17	Computer Table	Computer Table	1
18	Chair	Ergonomic Chair	2
AMC			
19	AMC	Annual maintenance for a period of all the equipment, hardware and software three years	1
UPS			
20	UPS for QC Rooms	Supplying Installing Testing and Commissioning of On Line UPS pure sine wave of 3 KVA (2.4 KW) capacity, 1 Φ	1

#	Item	Description for Audio QC Setup	QTY for each Suite
		input and 1 Φ output, with high efficiency and output at 0.8 PF, complete with standard features, along with necessary SMF batteries (Exide/ Base/ Amron/ Quanta/ Rocket or equivalent company approved make) for 15 minutes battery backup including fabricated and powder coated racks with linksets and interconnection cables for batteries etc. as required	
Network Switch			
21	Network Switch	24 port 10G Switch	1

For Calibration of Audio Suite, the Selected Bidder is responsible to achieve minimum calibration standard including appropriate acoustic response curve (ISO Curve).

Audio Suite Infrastructure –

It is bidder's responsibility to provide necessary infrastructure including but not limited to civil work, furniture, table chair flooring, lighting, ventilation/Air Condition, plumbing, electrical, networking connections as presented and approved by the Authority for all 3 suites. The audio suit should take into account acoustics in order to create a cinemix room.

Grading Suite Preview Theatre

#	Item	Description	QTY for each Grading Suite Preview Theatre
1	Workstation	<p>Apple M2 Ultra chip 24-core CPU with 16 performance cores and 8 efficiency cores 60-core GPU 32-core Neural Engine 800GB/s memory bandwidth 64GB unified memory 1TB SSD +1 TB SSD storage</p> <p>Mouse, Rails, Keyboard with Numeric Keypad</p> <p>Operating System - macOS Sonoma or latest updated version as on date of installation.</p>	1
2	GUI Monitor	<p>GUI Monitor 27-inch WQHD (2560x 1440) IPS monitor with frameless design International color standard 100% sRGB and 100% Rec. 709 wide color gamut Colman Verified with factory calibrated for excellent Delta E < 2 color accuracy ProArt Preset and ProArt Palette provide numerous adjustable color parameters 75Hz refresh rate and Adaptive-Sync technology (48~75Hz) to animated content with fast action and eliminate screen tearing including Mini DisplayPort, DisplayPort, HDMI, dual-link DVI-D, audio in and earphone jack, plus four USB 3.0 ports Ergonomic stand with tilt</p>	1
3	Reference Monitor	<p>31" Reference monitor- 31.1" In-Plane Switching (IPS) HDR Panel DisplayPort HDMI 4096 x 2160 Native Resolution 1500:1 Static Contrast Ratio 350 cd/m² Brightness</p>	1

#	Item	Description	QTY for each Grading Suite Preview Theatre
		178°/178° Viewing Angles 9 ms Response Time (GtG) 10-Bit Support for 1.07 Billion Colors 99% Adobe RGB & 98% DCI-P3 Color Spaces Built-In Calibration Sensor & Software	
4	Capture and Playback solution	Thunderbolt 3 capture and playback solution broadcast quality 8 and 10-bit high dynamic range capture in all formats up to 4K DCI at 60p, and 12-bit high dynamic range capture in all formats up to 4K DCI at 30p. Plus, the built in SD card reader	1
5	Software	Studio Color grading software Advanced HDR grading tool Color warper for refined grading Targeted grading with Magic Mask Advanced color management wide-gamut color space Updated 3D professional scopes Additional LUT support New Viewer Wipe modes	1
6	Connector Cable	Thunderbolt Cable -TB 3	1
7	Headphones	Over Ear Closed – Back Professional Monitoring Headphones	1
8	Speakers	Based on size of each suite, details of the speakers must be presented in the technical presentation	
9	Volume Controller		

#	Item	Description	QTY for each Grading Suite Preview Theatre
10	Edit keyboard with dial with clutch	Edit keyboard with dial with clutch, USB C powered Built into the Speed Editor is a Search Dial reminiscent of the jog wheel that editors have used for decades to shuttle through footage. Combined with push-button transport controls, the Search Dial allows you to jog through your footage and trim in and out points. The Search Dial is machined from metal and has a weighted feel for slowly jogging through your footage or shuttling through by spinning the dial.	1
11	File System Data Manager	File System to File System Sync, scalable, wide area, data management services platform - with controller and Server hardware. Data managers perform the actual tasks to index, analyze (visibility) or sync, move, backup, archive, tier data (mobility). It can be installed across central, on-premise, remote, field or cloud machines. Data managers maintain no state, communicating with the central controller for job information, reporting metadata and progress. Data managers can be scaled to hundreds of systems as needed.	1
12	Projector	DCI Approved Projector – Necessary supporting equipment such as server, screen etc will be presented during the technical presentation by the bidders.	1
13	UPS	Supplying Installing Testing and Commissioning of Microprocessor Controller 30 kVA (27 Kilo Watts) Online Double Conversion UPS Systems with IGBT based Rectifier & Inversion Circuit having I/P Power Factor >0.99 THDi (Total Harmonic Distortion in current) <5%, Efficiency up to 94% in Double Conversion Mode, suitable DP battery breakers with enclosures, UPS to Battery Cable up to 5 meters, with 3 Ph input and 3 Ph output, complete with standard features, along with necessary sealed maintenance free batteries suitable for approx. 15	Only One quantity for all the Grading Suites Preview Theater

#	Item	Description	QTY for each Grading Suite Preview Theatre
		minutes backup on full 30 kVA load along with fabricated & powder coated cabinet to house the battery bank with battery interconnection link sets UPS ITA - 1 Nos Batteries - 12V/ 42 AH - 40 Nos Rack Powder Coated / Garfilms - 1 No UPS to Battery Cable As per actual requirement Ups to battery distance 5 mtrs So Nyvin cable will be As per actual requirement	
14	Chair	Ergonomic Chairs (Minimum 6)	As per room layout
15	Network Switch	48 XGT ports (10G) ,6 QSFP + 40 Gbe ports, Layer 3 managed switch, redundant power supply, 2 fan trays, Minimum 16MB of packet buffer, throughput Upto 1071 Mpps, Latency less than 1 UC sec., accessory kit	1
16	Installation & Training	Installation (supply & laying cable for Network connectivity for all Terminals with Central storage on the premises) & Commissioning with 3 days user training.	1
17	AMC	Annual maintenance for a period of all the equipment, hardware and software three years	1

In addition, bidder shall provide, grading console as per good industry practice. Its details need to be presented during the technical presentation.

The bidder must ensure that all the scanned content in 4k resolution can be played on the provided equipment.

Grading Suite Preview Theatre Infra

It is bidder's responsibility to provide necessary infrastructure including but not limited to civil work, furniture, table chair flooring, lighting, ventilation/Air Condition, plumbing, electrical, networking connections as presented and approved by the Authority for all suites.

Deliverables QC System

#	Item	Description	QTY for each Deliverables QC System
1	Workstation	<p>Apple M2 Ultra chip</p> <p>24-core CPU with 16 performance cores and 8 efficiency cores</p> <p>60-core GPU</p> <p>32-core Neural Engine</p> <p>800GB/s memory bandwidth</p> <p>64GB unified memory</p> <p>1TB SSD +1 TB SSD storage</p> <p>32GB graphic card,</p> <p>Mouse, Rails, Keyboard with Numeric Keypad</p> <p>Operating System - macOS Sonoma or latest updated version as on date of installation.</p>	1
2	GUI Monitor	<p>GUI Monitor</p> <p>27-inch WQHD (2560x 1440) IPS monitor with frameless design</p> <p>International color standard 100% sRGB and 100% Rec. 709 wide color gamut</p> <p>Colman Verified with factory calibrated for excellent Delta E < 2 color accuracy</p> <p>ProArt Preset and ProArt Palette provide numerous adjustable color parameters</p> <p>75Hz refresh rate and Adaptive-Sync technology (48~75Hz) to animated content with fast action and eliminate screen tearing</p> <p>including Mini DisplayPort, DisplayPort, HDMI, dual-link DVI-D, audio in and earphone jack, plus four USB 3.0 ports</p> <p>Ergonomic stand with tilt</p>	1
3	Reference	<p>31" Reference monitor-</p> <p>31.1" In-Plane Switching (IPS) HDR Panel</p>	1

#	Item	Description	QTY for each Deliverables QC System
	Monitor	DisplayPort HDMI 4096 x 2160 Native Resolution 1500:1 Static Contrast Ratio 350 cd/m ² Brightness 178°/178° Viewing Angles 9 ms Response Time (GtG) 10-Bit Support for 1.07 Billion Colors 99% Adobe RGB & 98% DCI-P3 Color Spaces Built-In Calibration Sensor & Software	
4	Capture and Playback solution	Thunderbolt 3 capture and playback solution broadcast quality 8 and 10-bit high dynamic range capture in all formats up to 4K DCI at 60p, and 12-bit high dynamic range capture in all formats up to 4K DCI at 30p. Plus, the built in SD card reader	1
5	Software	Studio Color grading software Advanced HDR grading tool Color warper for refined grading Targeted grading with Magic Mask Advanced color management wide-gamut color space Updated 3D professional scopes Additional LUT support New Viewer Wipe modes	1
6	Connector Cable	Thunderbolt Cable -TB 3	1
7	Headphones	Over Ear Closed – Back Professional Monitoring Headphones	1

#	Item	Description	QTY for each Deliverables QC System
8	Edit keyboard with dial with clutch	Edit keyboard with dial with clutch, USB C powered Built into the Speed Editor is a Search Dial reminiscent of the jog wheel that editors have used for decades to shuttle through footage. Combined with push-button transport controls, the Search Dial allows you to jog through your footage and trim in and out points. The Search Dial is machined from metal and has a weighted feel for slowly jogging through your footage or shuttling through by spinning the dial.	1
9	File System Data Manager	File System to File System Sync, scalable, wide area, data management services platform - with controller and Server hardware. Data managers perform the actual tasks to index, analyze (visibility) or sync, move, backup, archive, tier data (mobility). It can be installed across central, on-premise, remote, field or cloud machines. Data managers maintain no state, communicating with the central controller for job information, reporting metadata and progress. Data managers can be scaled to hundreds of systems as needed.	1
10	UPS	Supplying Installing Testing and Commissioning of Microprocessor Controller 30 kVA (27 Kilo Watts) Online Double Conversion UPS Systems with IGBT based Rectifier & Inversion Circuit having I/P Power Factor >0.99 THDi (Total Harmonic Distortion in current) <5%, Efficiency up to 94% in Double Conversion Mode, suitable DP battery breakers with enclosures, UPS to Battery Cable up to 5 meters, with 3 Ph input and 3 Ph output, complete with standard features, along with necessary sealed maintenance free batteries suitable for approx. 15 minutes backup on full 30 kVA load along with fabricated & powder coated cabinet to house the battery bank with battery interconnection link sets	Only One quantity for all systems

#	Item	Description	QTY for each Deliverables QC System
		UPS ITA - 1 Nos Batteries - 12V/ 42 AH - 40 Nos Rack Powder Coated / Garfilms - 1 No UPS to Battery Cable As per actual requirement Ups to battery distance 5 mtrs So Nyvin cable will be As per actual requirement	
11	Chair	Ergonomic Chairs	2
12	Network Switch	48 XGT ports (10G) ,6 QSFP + 40 Gbe ports, Layer 3 managed switch, redundant power supply, 2 fan trays, Minimum 16MB of packet buffer, throughput Upto 1071 Mpps, Latency less than 1 UC sec., accessory kit	1
13	Installation & Training	Installation (supply & laying cable for Network connectivity for all Terminals with Central storage on the premises) & Commissioning with 3 days user training.	1
14	AMC	Annual maintenance for a period of all the equipment, hardware and software three years	1

The bidder must ensure that all the scanned content in 4k resolution can be played on the provided equipment.

Deliverables QC System Infra

It is bidder's responsibility to provide necessary infrastructure including but not limited to civil work, furniture, table chair flooring, lighting, ventilation/Air Condition, plumbing, electrical, networking connections as presented and approved by the Authority.

General Civil, plumbing & Electrical Work

The selected bidder shall be provided total area of 1850 Sq. ft approximately to set up all the facilities. The bidder is required to provide all the necessary infrastructure including but not

limited to civil work, furniture, table chair flooring, lighting, ventilation/Air Condition, plumbing, electrical, networking connections as per requirement, presented, good industry practice and directions of Authority.

Annexure XVI: QC Reports Format

NFHM-NFDC-NFAI DIGITIZATION PROJECT - NFDC-NFAI QC REPORT			
DCP QC			
Film Title:			Year of Release/Production:
UCC ID:	Language:	Film Element (Picture with Asset ID) with Gauge	
Director:		Film Element (Audio with Asset ID) with Gauge	
Length (as per censor/CBFC certificate):		Duration (Synced Title): hh:mm:ss	
Subtitles	Yes <input type="checkbox"/> No <input type="checkbox"/>		
QC File Format	DCP <input type="checkbox"/> 4K <input type="checkbox"/> 2K <input type="checkbox"/> <u>** QC needs to be done by 100% watchthrough</u>		
	Frame rate:		
	Colour Space:		
	Aspect Ratio:	Display Aspect Ratio:	
Stream Bit rate:	Bit Depth:	Frame width:	
		Frame height:	
DCP METADATA COMPLIANCE	Yes <input type="checkbox"/> Checking Venue:	No <input type="checkbox"/>	Projector Used:
Fixity / Checksum	String Value:		

NFHM-NFDC-NFAI DIGITIZATION PROJECT - NFDC-NFAI QC REPORT

Remarks by QC Technician/Supervisor:

Any Artifacts:

Any Drop out frames:

Any Chrominance/ Luminance issues:

Playback quality - Good/ Poor

File name correctly labelled - Yes/ No

Sync - Yes/ No

Are technical specifications met? - Picture - Yes/ No

Are technical specifications met? - Audio - Yes/ No

Colour correction Done: Yes/No

QC approved Subtitles available - Yes/No

Stabilization Done - Yes/No (If needed - please specify: Yes/ No)

No Compression artifacts: Yes/No

Original Aspect Ratio maintained: Yes/No

Proper Sizing Done: Yes/No

Approved ☐

Not Approved ☐

Any other Remarks by QC Technician/Supervisor:

Approved ☐

Not Approved ☐

Performed by (UCC Colorist):

Approved by:

Date of QC (dd/mm/yyyy) and Signature:

Date (dd/mm/yyyy) and Signature:

NFHM-NFAI DIGITIZATION PROJECT – NFDC-NFAI QC REPORT

QC File Format	DPX <input type="checkbox"/>✓ 16 BIT DEPTH		Scanned Frames #:
Film Title:		Digitization / Restoration:	Year of Release:
NFDC-NFAI Accession No. / Asset ID:		Work Identifier:	Production:
Director:		Language:	Resolution:
Length (as per censor/CBFC certificate):		Gauge:	UCC ID:
Film Element scanned:		Total Reels:	Aspect Ratio:
Fixity / Checksum	Matching <input type="checkbox"/>	Not-Matching <input type="checkbox"/>	Duration :
Film element Gate information	Full Gate frame <input type="checkbox"/>	Masked Gate frame <input type="checkbox"/> YES	Combination <input type="checkbox"/>
Light (<10%) - L / Moderate (10 to 40%) - M / Heavy (40% to 80%) - H / Very Heavy (> 80 %) - VH			

Visual inspection - Inherent Reel Issues	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Vertical Scratches																				
Horizontal Scratches																				
Chemical Stains																				
Film Cement Stains																				
Dust/ Dirt /Oil																				
Cement joint																				
Tears / Tape Joint Marks																				
Pinholes																				
Color Fading																				
Colour flicker / shift																				
Splice Jumps / Warping																				
Shakes due to shrinkage / Wobble																				
Base colour change																				
Black / Missing frames																				
Inherent film focus issues																				
Base Fogging / Raw stock fogging																				

Water damage / Emulsion crack																				
Whether print was screened or not	YES <input type="checkbox"/> NO <input type="checkbox"/>																			
Remarks by QC Technicians :																				
Remarks for UCC Team										UCC Team Response along with date, name and Signature										
Remarks for Sound QC Supervisor																				

NFHM-NFAI DIGITIZATION PROJECT – NFDC-NFAI QC REPORT			
QC File Format	WAV <input type="checkbox"/> Captured on 24/96KHz QC done on 24/96kHz.		Scanned minutes:
Film Title:			Year of Release/Production:
NFDC-NFAI Accession No. / Asset ID:		Work Identifier:	UCC ID:
Director:			Language:
Length (as per censor/CBFC certificate):			
Film Element:			
Fixity / Checksum	Matching <input type="checkbox"/> Not-Matching <input type="checkbox"/>		
Remarks by AUDIO QC EXPERT			
REEL NO.1 START TC		END TC	
REEL NO.2			

Remarks for UCC Team	UCC Team Response along with date, name and Signature
Remarks by Audio QC Supervisor:	
Approved <input type="checkbox"/> Not Approved <input type="checkbox"/>	
Performed by: Date of QC (dd/mm/yyyy) and Signature: 14/12/2022	Approved by: Date (dd/mm/yyyy) and Signature:

Deliverables, Grading and Other QC reports to be provided to the selected bidder.

The reports mentioned in the RFP are tentative which may be modified by NFDC-NFAI.

The updated reports must be followed by the deployed Manpower Resources while undertaking the QC.

Annexure XVII: Draft Agreement

CONTRACT FOR DIGITIZATION OF FILMS SERVICES

Between

National Film Archive of India, Ministry of Information and Broadcasting, Government of India.

And

[Name of the Bidder / Prime Bidder]

Dated

I. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made on the [day] day of the month of [month], [year], between the XXXXX acting through Director, of National Film Archive of India, Ministry of Information and Broadcasting, Government of India, (office address), (hereinafter called the “Employer”), of the First Part and, [name of Bidder / prime bidder] (hereinafter called the “Agency”) of the Second Part.

WHEREAS

the Agency, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated_____ issued by the Employer ;

the “Employer” has accepted the offer of the Agency to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

General Conditions of Contract;

Special Conditions of Contract;

The following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing schedule

Appendix D: Cost Estimates

Appendix E: Duties of the “Employer”

Appendix F: Duties of the Agency

The mutual rights and obligations of the “Employer” and the Agency shall be as set forth in the Contract, in particular:

the Agency shall carry out and complete the Services in accordance with the provisions of the Contract; and

the “Employer” shall make payments to the Agency in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Authority

BIDDER

Name of Officer

Authorised Signatory

Designation

Dept/Ministry/PSU

In Presence of

In Presence of

1

2

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- 1) "Applicable Law(s)" means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project; This also includes the relevant General Financial Rules and CVC Guidelines as directed by the Government from time to time. The Bidder shall abide by the same without raising any concerns
- 2) "Agency" means any private or public entity that will provide the Services to the "Employer" under the Contract.
- 3) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause1, which is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- 4) "Day" means calendar day.
- 5) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- 6) "Foreign Currency" means any currency other than the currency of the "Employer's" country.
- 7) "GC" means these General Conditions of Contract.
- 8) "Government" means the Government of India
- 9) "Local Currency" means Indian Rupees.
- 10) "Member" means any of the entities that make up the joint venture/consortium/association; and "Members" means all these entities.
- 11) "Party" means the "Employer" or the Agency, as the case may be, and "Parties" means both of them.
- 12) "Personnel" means professionals and support staff provided by the Agency or by any Sub-Agency and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so

provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).

- 13) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- 14) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- 15) "Services" means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.
- 16) "Sub-Agency/s" means any person or entity to whom/which the Agency subcontracts any part of the Services.
- 17) "Third Party" means any person or entity other than the "Employer", or the Agency.
- 18) "In writing" means communicated in written form with proof of receipt.

1.2. Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Agency. The Agency, subject to this Contract, has complete charge of Personnel and Sub-Agency/s, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4. Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.5. Notices

- 1.5.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

- 1.5.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6. Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the “Employer” may approve.

1.7. Authority of PRIME BIDDER

In case the Agency consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Agency) in the SC to act on their behalf in exercising all the Agency’s rights and obligations towards the “Employer” under this Contract, including without limitation the receiving of instructions and payments from the “Employer”. However, each member or constituent of Consortium of Agency shall be jointly and severally liable for all obligations of the Agency under the Contract.

1.8. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Agency may be taken or executed by the officials specified in the SC.

1.9. Taxes and Duties

The Agency, Sub-Agency/s and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10. Fraud and Corruption

1.10.1. Definitions

It is the Employer’s policy to require that Employers as well as Agency observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

"corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

“collusive practices” means a scheme or arrangement between two or more Agencies, with or without the knowledge of the Employer, designed to establish prices at artificial,

noncompetitive levels;

“coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2. Measures to be taken by the Employer

- 1) The Employer may terminate the contract if it determines at any time that representatives of the Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Agency having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- 2) The Employer may also sanction against the Agency, including declaring the Agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Employer-financed contract;

1.10.3. Commissions and Fees

At the time of execution of this Contract, the Agency shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1. Effectiveness of Contract:

This Contract shall come into force and effect on the date (the “Effective Date”) of the “Employer’s notice to the Agency instructing the Agency to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2. Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3. Commencement of Services

The Agency shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4. Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5. Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6. Modifications or Variations

- 1) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7. Force Majeure

2.7.1. Definition

- 1) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- 2) Force Majeure shall not include
 - a. any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Agencies or agents or employees, nor
 - b. any event which a diligent Party could reasonably have been expected both to take

into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

- 3) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3. Measures to be Taken

(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure. (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency, upon instructions by the “Employer”, shall either: (i) demobilize,; or (ii) continue with the Services to the extent possible, in which case the Agency shall continue to be paid proportionately and on prorata basis, under the terms of this Contract. (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8. Suspension

The “Employer” may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Agency to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.

2.9. Termination

2.9.1.1. By the “Employer”:

The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) to (i) of this Clause GC 2.9.1.

- a) If the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.
- b) If the Agency becomes (or, if the Agency consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- d) If the Agency, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the Agency submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- f) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- g) If the Agency fails to provide the quality services as envisaged under this Contract. The Project Monitoring Committee (PMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The PMC may decide to give one chance to the Agency to improve the quality of the services.
- h) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2. In such an occurrence the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the Agency, and sixty (60) days’ in case of the event referred to in (i).

2.9.2. **By the Agency:** The Agency may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- a) If the “Employer” fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue.
- b) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

- c) If the “Employer” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- d) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by the “Employer” of the Agency’s notice specifying such breach.

2.9.3. **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Agency’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4. **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the “Employer”, the Agency shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5. **Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.9.1.1 or GC 2.9.1.2 hereof, the “Employer” shall make the following payments to the Agency:

- a) If the Contract is terminated pursuant to Clause 2.9.1.1 (g), (h) or 2.9.1.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- b) If the agreement is terminated pursuant of Clause 2.9.1.1 (a) to (f), the Agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make 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 Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Agency will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6. **Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1.1 or in Clause GC 2.9.1.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this

Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE AGENCY

3.1. General

Standard of Performance: The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s legitimate interests in any dealings with Sub-Agency/s or Third Parties.

3.2. Conflict of Interests: The Agency shall hold the “Employer’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Agency shall promptly disclose the same to the Employer and seek its instructions.

3.2.1. Agency not to benefit from Commissions, Discounts, etc.: (a) The payment of the Agency pursuant to Clause GC 6 hereof shall constitute the Agency’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that any Sub-Agency/s, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment. (b) Furthermore, if the Agency, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Agency shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Agency in the exercise of such procurement responsibility shall be for the account of the “Employer”.

3.2.2. Agency and Affiliates Not to Engage in Certain Activities: The Agency agrees that, during the term of this Contract and after its termination, the Agency and any entity affiliated with the Agency, as well as any Sub-Agency/s and any entity affiliated with such Sub-Agency/s, shall be disqualified from providing goods, works or services (other than said scope of work services) resulting from or directly related to the Agency’s Services for the preparation or implementation of the project.

3.2.3. Prohibition of Conflicting Activities: The Agency shall not engage, and shall cause their Personnel as well as their Sub-Agency/s and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

- 3.3. Confidentiality: Except with the prior written consent of the “Employer”, the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4. Insurance to be Taken out by the Agency: The Agency (i) shall take out and maintain, and shall cause any Sub-Agency/s to take out and maintain insurance, at their (or the Sub-Agency/s’, as the case may be) own cost but on terms and conditions approved by the “Employer”, insurance against the risks, and for the coverages specified in the SC, and (ii) at the “Employer’s request, shall provide evidence to the “Employer” showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 3.5. Accounting, Inspection and Auditing: The Agency (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “Employer” or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Employer” or the Employer, if so required by the “Employer” or the Employer as the case may be.
- 3.6. Agency’s Actions Requiring “Employer’s Prior Approval: The Agency shall obtain the “Employer’s prior approval in writing before taking any of the following actions:
- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: the Agency may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the “Employer”. Notwithstanding such approval, the Agency shall always retain full responsibility for the Services. In the event that any Sub-Agency/s are found by the “Employer” to be incompetent or incapable or undesirable in discharging assigned duties, the “Employer” may request the Agency to provide a replacement, with qualifications and experience acceptable to the “Employer”, or to resume the performance of the Services itself.
- 3.7. Reporting Obligations: The Agency shall submit to the “Employer” the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.8. Documents Prepared by the Agency to be the Property of the “Employer”: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed

inventory thereof. The Agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Agency and third parties for purposes of development of any such computer programs, the Agency shall obtain the “Employer’s prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

- 3.9. Equipment, Vehicles and Materials Furnished by the “Employer”: Equipment, vehicles and materials made available to the Agency by the “Employer”, or purchased by the Agency wholly or partly with funds provided by the “Employer”, shall be the property of the “Employer” and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Employer’s instructions. While in possession of such equipment, vehicles and materials, the Agency, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.
- 3.10. Equipment and Materials Provided by the Agencies: Equipment or materials brought into the Government’s country by the Agency and the Personnel and used either for the Project or personal use shall remain the property of the Agency or the Personnel concerned, as applicable.

4. AGENCY’S PERSONNEL AND SUB-AGENCY/S

- 4.1. General: The Agency shall employ and provide such qualified and experienced Personnel and Sub-Agency/s as are required to carry out the Services.
- 4.2. Description of Personnel: (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Agency’s Key Personnel are as per the Agency’s proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the “Employer”, his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Agency by written notice to the “Employer”, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the “Employer’s written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the “Employer” and the Agency. In case

where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3. Approval of Personnel: The Key Personnel and Sub-Agency/s listed by title as well as by name in Appendix C are hereby approved by the “Employer”. In respect of other Personnel which the Agency proposes to use in the carrying out of the Services, the Agency shall submit to the “Employer” for review and approval a copy of their Curricula Vitae (CVs). If the “Employer” does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the “Employer”.

4.4. Removal and/or Replacement of Personnel: (a) Except as the “Employer” may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications. (b) If the “Employer”

(i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agency shall, at the “Employer’s” written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “Employer”.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Agency may wish to claim as a result of such replacement, shall be subject to the prior written approval by the “Employer”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also

(i) the Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5. Resident Project Manager: If required by the SC, the Agency shall ensure that at all times during the Agency’s performance of the Services a resident project manager, acceptable to the “Employer”, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE “EMPLOYER”

5.1. Assistance and Exemptions: Unless otherwise specified in the SC, the “Employer” shall use its best efforts to ensure that the Government shall: (a) Provide the Agency, Sub-Agency/s and Personnel with work permits and such other documents as shall be necessary to enable the Agency, Sub-Agency/s or Personnel to perform the Services. (b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and

exit visas, residence permits, exchange permits and any other documents required for their stay in India.

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

(d) Provide to the Agency, Sub-Agency/s and Personnel any such other assistance as may be specified in the SC.

- 5.2. Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Agency for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).
- 5.3. Services, Facilities and Property of the “Employer”: (a) The “Employer” shall make available to the Agency and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E. (b) In case that such services, facilities and property shall not be made available to the Agency as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Agency for the performance of the Services .
- 5.4. Payment: In consideration of the Services performed by the Agency under this Contract, the “Employer” shall make to the Agency such payments and in such manner as is provided by Clause GC 6 of this Contract.
- 5.5. Counterpart Personnel: (a) If necessary, the “Employer” shall make available to the Agency free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Agency’s advice, if specified in Appendix E. (b) Professional and support counterpart personnel, excluding “Employer’s liaison personnel, shall work under the exclusive direction of the Agency. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Agency that is consistent with the position occupied by such member, the Agency may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE AGENCY

6.1. Total Cost of the Services

- a) The total cost of the Services payable is set forth in Appendix D as per the Agency’s proposal to the Employer and as negotiated thereafter.

- b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.
 - c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Agency in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.
- 6.2. Currency of Payment: All payments shall be made in Indian Rupees.[In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]
- 6.3. Terms of Payment The payments in respect of the Services shall be made as follows:
- a) The Agency shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 13.
 - b) Once a milestone is completed, the Agency shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the Agency without further delay.
 - c) Final Payment: The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Agency and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Agency specifying in detail deficiencies in the Services, the final report or final statement. The Agency shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Agency to the "Employer" within thirty (30) days after receipt by the Agency of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.
 - d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the Agency and

the Agency has made presentation to the PMC / Employer (Mention this if presentation is required) with / without modifications to be communicated in writing by the Employer to the Agency.

- e) If the deliverables submitted by the Agency are not acceptable to the Employer / PMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the Agency. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the Agency only after it re-submits the deliverable and which is accepted by the Employer.
- f) All payments under this Contract shall be made to the accounts of the Agency specified in the SC.
- g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Agency of any obligations hereunder, unless the acceptance has been communicated by the Employer to the Agency in writing and the Agency has made necessary changes as per the comments / suggestions of the Employer communicated to the Agency.
- h) In case of early termination of the contract, the payment shall be made to the Agency as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Agency shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Agency in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

- 7.1. Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 7.2. Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC

8 hereof.

8. SETTLEMENT OF DISPUTES

- 8.1. Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises 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. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.
- 8.2. Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Agency, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Agency, the third arbitrator i.e Presiding Arbitrator would be Joint Secretary (Films) in the Ministry of I&B.
- 8.3. Arbitration proceedings shall be held in Pune/Delhi in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 8.4. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. LIQUIDATED DAMAGES

- 9.1. The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

The amount of liquidated damages under this Contract shall not exceed [10] % of the total value of the contract as specified in Appendix D.

The liquidated damages shall be applicable under following circumstances:

- (b) If the deliverables are not submitted as per schedule as specified in SC 13, the Agency shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
- (c) the deliverables are not acceptable to the Employer as mentioned in Clause ____, and defects are not rectified to the satisfaction of the Employer within 30 days of the

receipt of the notice, the Agency shall be liable for Liquidated Damages for an amount equal to [0.5%] of total cost of the services for every week or part thereof for the delay.

10. DATA CONFIDENTIALITY

- 10.1. The Employer shall allow the Agency to review and utilize confidential public records and the Agency shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- 10.2. Additionally, the Agency shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- 10.3. The Employer shall retain all rights to prevent, stop and if required take the necessary punitive action against the Agency regarding any forbidden disclosure.
- 10.4. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - 10.4.1. information already available in the public domain;
 - 10.4.2. information which has been developed independently by the Agency;
 - 10.4.3. information which has been received from a third party who had the right to disclose the aforesaid information;
 - 10.4.4. Information which has been disclosed to the public pursuant to a court order.
- 10.5. To the extent the Agency shares its confidential or proprietary information with the Employer for effective performance of the Services, the provisions of the Clause 10.1 to 10.3 shall apply mutatis mutandis on the Employer.
- 10.6. Any handover of the confidential information needs to be maintained in a list, both by Employer & Agency, containing at the very minimum, the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.
- 10.7. The Agency will have to sign the integrity pact & Non-Disclosure Agreement (NDA).

11. MISCELLANEOUS PROVISIONS:

- a) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- b) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- c) The Agency shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

- d) Each member/constituent of the Agency, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Agency/s under the Contract.
- e) The Agency shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- f) The Agency shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.
- g) The Agency shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- h) All claims regarding indemnity shall survive the termination or expiry of the Contract
- i) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Agency) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

III. Special Conditions of Contract:

SC Clause	Ref. of GC	Amendments of, and Supplements to, Clauses in the Clause General Conditions of Contract
1	1.5	<p>The addresses are:</p> <p>1. "Employer" :</p> <p>Attention :</p> <p>Facsimile :</p> <p>2. "Agency" :</p>

SC Clause	Ref. of GC	Amendments of, and Supplements to, Clauses in the Clause General Conditions of Contract
		<p>Attention :</p> <p>Facsimile :</p>
2	1.7	<p>{Lead Partner is [insert name of member]}</p> <p>Note: If the Agency consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Agency consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</p>
3	1.8	<p>The Authorized Representatives are:</p> <p>For the “Employer”:</p> <p>For the Agency:</p>
4	2.1	<p>{The effectiveness conditions are the following: [insert conditions]}</p> <p>Note: List here any conditions of effectiveness of the Contract</p> <p>e.g., approved of the Contract by the Employer, “Employer’s</p> <p>approval of Agency’s proposals for appointment of specified</p> <p>key staff members, effectiveness of Employer Loan, receipt by</p> <p>Agency of advance payment and by “Employer” of advance</p> <p>payment guarantee</p> <p>(see Clause SC 6.4(a)), etc. If there are no effectiveness</p>

SC Clause	Ref. of GC	Amendments of, and Supplements to, Clauses in the Clause General Conditions of Contract
		conditions, delete this Clause SC 2.1 from the SC.
5	2.2	The time period shall be [insert time period, e.g.: XX].
6	2.3	The time period shall be [insert time period, e.g.: XX].
7	2.4	The time period shall be [insert time period, e.g.: XX].
8	3.4	<p>The Goods, Equipment and Infrastructure supplied under this Contract shall be comprehensively insured by Agency at its own cost, against any loss or damage, for the entire period of the contract. Agency shall submit to Employer, documentary evidence issued by the insurance company, indicating that such insurance has been taken.</p> <p>Agency shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods and also the charges like transportation charges, Octroi, etc. that may be applicable till the goods, equipment, infrastructure are delivered at the respective sites of installation shall also be borne by Agency.</p> <p>Agency shall take out and maintain at its own cost, on terms and conditions approved by Employer, insurance against the risks, and for the coverages, as specified below:</p> <p>At Employer's request, shall provide evidence to Employer showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.</p> <p>Employer's liability and workers' compensation insurance in respect of the Personnel of the Company, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate</p>

In the presence of (Witnesses)

- 1.
- 2.

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the “Employer” and the Agency/s during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by “Employer”, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C – STAFFING SCHEDULE

(Include here the agreed (negotiated staffing schedule including the engagement of sub-contractors, if any)

APPENDIX D – Total COST OF SERVICES (in INR)

(Include here the rates quoted in the Commercial proposal or the negotiated rates, whichever is applicable)

APPENDIX E - DUTIES OF THE “EMPLOYER”

(Include here the list of Services, facilities and property to be made available to the Agency by the “Employer”).

Annexure XVIII : CV Format

Photo	Name			
	Position:			
	Date of Birth			
	Education:			
Employment Record	From	To	Company	Position Held
Brief Profile				
Countries of Work Experience				
Languages				
Work Undertaken that Best Illustrates Capability to Handle the Task Assigned				
<p>Nature of Work:</p> <p>Year:</p> <p>Location:</p> <p>Company:</p> <p>Position Held:</p> <p>Main features:</p> <ul style="list-style-type: none"> <p>Activities Performed:</p>				

-

Nature of Work:

Year:

Location:

Company:

Position Held:

Main features:

-

Activities Performed:

-

Nature of Work:

Year:

Location:

Company:

Position Held:

Main features:

-

Activities Performed:

-

Certification

I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Additionally, I also certify that I shall be available for the entire duration of the contract.

Name: _____

Signature

Date _____