

A dark blue vertical bar runs down the left side of the page. A blue arrow-shaped graphic points to the right from the bar, containing the text 'May 2019'.

May 2019

# Request for Proposal

Digitization of Film Content at NFAI

RFP: 302 / 53 / 2017 - NFHM

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**National Film Archive of India,**

Ministry of Information and  
Broadcasting,

Government of India

Law College Road,

Pune – 411 004.

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### Abbreviations

BEC – Bid Evaluation Committee

CVC – Central Vigilance Commission

FIAF – International Federation of Film Archives

Gol – Government of India

QC – Quality Check

NFAI – National Film Archive of India

NFHM – National Film Heritage Mission

PMC – Project Monitoring Committee

RFP – Request for Proposal

SMPTE – Society of Motion Picture and Television Engineers

### Note:

Films in this RFP constitutes both Picture and Sound Negative (Black & White and Colour), Dupe Negatives, Inter Positive / Master Positive, and Release Prints (Black & White and Colour)

### Definitions

- a. "Employer" means the National Film Archive of India who has invited Bids for Digitization of Film Content at NFAI and with which the selected Agency / Organization / Consortium signs the Contract for the Services and to which the selected Agency / Organization shall provide services as per the Terms and Conditions and Scope of Work of the contract.
- b. "Contract" means the Contract signed by the Parties and all the documents attached to the contract.
- c. "Project Specific Information" means such part of the Instructions to Agency / Organization / Consortium used to reflect specific project and assignment conditions.

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- d. "Day" means calendar day.
- e. "Government" means the Government of India.
- f. "Lol" means the Letter of Invitation sent by the Employer to the selected Agency / Organization / Consortium.
- g. "Personnel" means professionals and support staff provided by the Agency / Organization and assigned to perform Services or any part thereof;
- h. "Foreign Personnel" means such professionals and support staff who at the time of being provided had their domicile outside India
- i. "Domestic Personnel" means such professionals and support staff who at the time of being provided had their domicile in India
- j. "Proposal" means the Technical Proposal and the Commercial Proposal.
- k. "RFP" means the Request for Proposal prepared by the Employer for the selection of Agency / Organization, based on the SRFP.
- l. "SRFP" means the Standard Request for Proposals, which may be used by the Agency / Organization as a guide for the preparation of the RFP.
- m. "Assignment / Job" means the work to be performed by the Agency / Organization pursuant to the Contract.
- n. "Bidder" means a Single bidder or a Consortium as the case may be
- o. International standards – Are the ones as prescribed by FIAI, SMPTE and renowned Film Archive like Library of Congress, British Film Institute, National Film and Sound Archive of Australia, CNC (France), EYE Museum, George Eastman Museum etc.

## 1 Schedule details

| Sr. No | Particulars   | Remarks  |
|--------|---|--|
| 1      | Cost of the RFP to be paid in form of a Demand Draft from any scheduled commercial bank in name of "Administrative Officer, NFAI" payable at Pune | Rs. 10,000 /-  |
| 2      | Release of RFP  | 20 <sup>th</sup> May 2019  |
| 3      | Submission of queries   | 3 <sup>rd</sup> June 2019  |
| 4      | Clarification meeting with agencies   | 10 <sup>th</sup> June 2019, 11 AM  |
| 5      | Response to queries   | To be intimated later  |
| 6      | Last date for submission of RFP response  | 21 <sup>st</sup> June 2019 upto 3 PM   |
| 7      | Opening of Technical Proposal   | 21 <sup>st</sup> June 2019 4 PM  |
| 8      | Presentation of qualified agencies  | To be intimated later  |
| 9      | Opening of Commercial Proposal  | To be intimated later  |
| 10     | Correspondence details  | Shri. Santosh Ajmera, IIS.<br>Officer on Special Duty,<br>National Film Heritage Mission,<br>Contact – (020) 25671569<br>Email ID - <a href="mailto:osdnfhm@gmail.com">osdnfhm@gmail.com</a> |
| 11     | Submission details  | National Film Archive of India,  |



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| Sr. No | Particulars | Remarks                             |
|--------|-------------|-------------------------------------|
|        |             | Law College Road,<br>Pune – 411 004 |

## **2 Letter to be Submitted**

**<< On the letter head of the Prime Bidder>>**

Dear .....

1. The National Film Archive of India, Ministry of Information and Broadcasting, Government of India (hereinafter called “Employer”) is executing the National Film Heritage Mission, NFHM.
2. The employer seeks to engage an Organization / Agency to provide services for “Digitization of Film Content at NFAI, Pune.”
3. More details of the services are provided in the Scope of Work in this RFP
4. An Organization / Agency will be selected under the Combined Quality Cum Cost Based System (CQCCBS) and procedures described in this RFP.
5. The RFP includes the following documents:
  - a. Section 1 - Schedule
  - b. Section 2 – Letter to be submitted
  - c. Section 3 – Preamble / Introduction
  - d. Section 4 - Instructions to bidders
  - e. Section 5 – Scope of Work
  - f. Section 6 – Pre-qualification
  - g. Section 7 and 8 – Technical and Commercial evaluation
  - h. Section 9 – Details to be submitted by bidder
  - i. Section 10 – Commercial format
  - j. Section 11 - Annexure
6. We understand that we have to inform in writing to “Officer on Special Duty, NFHM, National Film Archive of India, Law College Road, Pune”, upon receipt:
  - a. That we have received the RFP document; and
  - b. That we will submit the Proposal by the date & time indicated in the RFP

Yours sincerely,

[insert: Signature, name, and title of Client's representative]

### **3 Preamble**

The National Film Archive of India (NFAI) was established in February, 1964 as a media unit of the Ministry of Information & Broadcasting, Government of India. The mission of 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. NFAI has a very large collection of filmic and non-filmic material belonging to every period and era of Indian cinema.

NFAI has a collection of approx. 1,61,000 film reels, 1,90,000 photos, 31,000 posters, 21,000 song booklets, 5,000 pamphlets, 2,00,000 press clippings, and 29,000 books.

NFAI encourages and promotes research and academic activities related to every aspect of Cinema. It assigns monographs about eminent Indian filmmakers and pioneering film personalities, research fellowships on themes pertaining to Indian cinema, and audio visual history recordings of senior artists and technicians. It has published a number of such projects till date. As part of its activities related to disseminating film culture, NFAI has a Distribution Library which supplies films to various film societies, educational institutions and cultural organizations in the country. It also conducts special screening programs across the country and is a major source of films for international film festivals in India and abroad.

The Ministry of Information & Broadcasting, Government of India has launched the National Film Heritage Mission with an objective of Preservation, Conservation, Digitization and Restoration of filmic heritage of the country. Nearly 1000+ Feature Films and Short Films are proposed to be digitized and restored under this Mission.

### **4 Instruction to Bidders**

#### **4.1 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.

## **Request for Proposal for Digitization of Film Content at NFAI**

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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.

### **4.2 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 / presentations, preparation of Proposal, providing any additional information required by NFAI to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the Bid process. 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 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 NFAI and may be returned completely at their sole discretion.

### **4.3 Signing of Communication with the NFAI**

All communications to NFAI including this RFP and the Bid documents shall be signed on each page by the authorized representative of the bidder and Power of Attorney as prescribed in Annexure 11.1 thereby authorizing the representative to sign the documents related to the bid should be submitted along with the Bid response. **All the pages in the bid response / any communication with NFAI shall be numbered, signed by authorized representative and stamped.**

### **4.4 Amendment of RFP Document**

At any time prior to the last date for receipt of Bid response, NFAI may, for any reason, whether at their own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document through an amendment. The amendment will be published on the NFAI website ([www.nfai.gov.in](http://www.nfai.gov.in)) and it shall be the responsibility of the Bidders to be vigilant about the updates uploaded by NFAI on their website.

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In order to accord a reasonable time to the prospective Bidders to take the amendment into account for preparing their Bids, 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 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. Any such corrigendum shall be deemed to be incorporated into the RFP by this reference.

### **4.5 NFAI's right to modify submission deadline**

NFAI may, in exceptional circumstances and at their discretion, extend the deadline for submission of Proposals by issuing a corrigendum on the NFAI website ([www.nfai.gov.in](http://www.nfai.gov.in)). 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.

### **4.6 NFAI's right to terminate the process**

NFAI may terminate the RFP process at any time without assigning any reason whatsoever. 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 NFAI.

### **4.7 Preparation and Submission of Responses**

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

- a. First cover shall contain the original pre-qualification documents including the EMD and the tender fee. The cover should be clearly marked as the "Pre-qualification documents for Proposal for Digitization of Film content at NFAI, Pune".
- b. Second cover shall contain original technical proposal document and cover should be clearly marked as the "Technical Proposal for Digitization of Film content at NFAI". This cover shall not contain any commercials related to the proposal.

## Request for Proposal for Digitization of Film Content at NFAI

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- c. Third cover shall contain original commercial proposal document and cover should be clearly marked as the "Commercial Proposal for Digitization of Film content at NFAI, Pune"
- d. All three covers shall be in one large cover, sealed and signed clearly stating for "Proposal for Digitization of Film content at NFAI, Pune" and "Name and Address of the Bidder"

### **Note:**

- 1. Commercial proposal should be in third cover only and 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 and in the prescribed format only. NFAI will not accept delivery of Proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected. 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.

The Bidder is expected to submit **1 (one) copy** in original including all the supporting documents in original (as per the requirement of NFAI) and shall be typed or written 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 Bid shall be numbered and initialed by the person signing the Bid.

**No Deviation Bid:** It is required that all the Bids submitted in response to this RFP should be unconditional in all respects, failing which NFAI reserves the right to reject the Bid. The envelope should indicate the complete address and contact details of the Bidder to enable the return of the unopened bids in case it is declared "late".

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The correspondence for any technical queries pertaining to this RFP and submission of Bid response must be made at the following address:

Officer on Special Duty, NFHM

National Film Archive of India,

Law College Road,

Pune – 411 004.

### **4.8 Conflict of Interest**

- i. NFAI requires that Agencies / Organizations should provide professional, objective, and impartial advice and at all times hold the NFAI's and NFHM's interests paramount and strictly avoid conflicts with other Assignment / jobs or their own corporate interests.
- ii. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, NFAI shall be entitled to forfeit and appropriate the Bid Security / EMD or Performance Security, as the case may be, as mutually agreed to genuine pre-estimated loss and damage likely to be suffered and incurred by NFAI and not by way of penalty for, inter alia, the time, cost and effort of NFAI, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to NFAI under the Bidding documents and/or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding process, if:
  - a. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up

equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- i. Where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
  - ii. Subject always to sub-clause above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% 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, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
  - d. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - e. Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party / parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or



- f. Such Bidder or any Associate thereof has participated as a consultant to the Employer in the preparation of any documents, design or technical specifications of the proposed Scope of Work.
- iii. If any legal, financial or technical adviser of NFAI in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Scope of Work of this RFP during the Bidding Process

### **4.9 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. NFAI will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### **4.10 Site visit and verification of information**

Bidders are encouraged to submit their respective Bids after visiting the NFAI premises in Pune where the work is proposed to be carried out. The NFAI Pune premise is divided into 2 phases, where Phase 1 is the Administrative Office with some storage vaults, checking rooms etc. and Phase 2 has a dedicated non-filmic material storage facility and Film Vaults. 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:

- i. Made a complete and careful examination of the Bidding documents and the Sites (Phase I and Phase II);
- ii. Received all relevant information as requested to NFAI;
- iii. Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the NFAI relating to any of the matters referred to above;
- iv. 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;

- v. 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 NFAI
- vi. Acknowledged that it does not have a Conflict of Interest; and
- vii. Agreed to be bound by the undertakings provided by it under and in terms hereof.

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.

### **4.11 Verification and Disqualification**

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 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 NFAI shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of NFAI thereunder.

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

- i. At any time, a material misrepresentation is made or uncovered, or
- ii. The Bidder does not provide, within the time specified by NFAI, the supplemental information sought by NFAI for evaluation of the Bid.

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, NFAI reserves the right to take appropriate action and select the Bidder as per Government procedure

### 4.12 Pre-bid conference

Pre-Bid conference of the bidders shall be convened at the designated date, time and place as mentioned in Schedule 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 11.4 and before the time stipulated as mentioned in Schedule 1. Queries submitted beyond the stipulated time may not be considered by NFAI. Bidders submitting their queries in any other format shall not be accepted by NFAI.**

### 4.13 Clarifications

- i. Bidders requiring any clarification on the RFP may notify 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 1.
- ii. NFAI shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, 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 NFAI to respond to any question or to provide any clarification.
- iii. NFAI may also on its own accord, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by NFAI shall be deemed to be part of the Bidding Documents / this RFP. Verbal clarifications and information given by NFAI or its employees or representatives shall not, in any way or manner be binding on NFAI.

### 4.14 Amendment of RFP

At any time prior to the bid submission date, 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 NFAI website and also sent to the Bidders submitting their queries / attending the pre-bid meeting. In order to afford the

Bidders a reasonable time for taking an addendum / corrigendum into account, or for any other reason, NFAI may, in its sole discretion, extend the due date for bid submission.

### **4.15 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 / Prime Bidder of the Consortium should submit a Power of Attorney as per the format at Appendix 11.1, 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 Prime Bidder in the format in Appendix 11.2.

The documents including this RFP and all attached documents, provided by NFAI are and shall remain or become the property of 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.

### **4.16 Late Bids**

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

### **4.17 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 NFAI prior to the Bid submission date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid submission date and time.

The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in writing to 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 NFAI, shall be disregarded.

### **4.18 Tender Opening**

NFAI shall open the Bids as per the date and time mentioned in the Schedule 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 pre-qualification criteria as mentioned in Section 6 and Bidders failing to meet the same shall be summarily rejected.

### **4.19 Bid Validity**

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

### **4.20 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 Letter of Authorization / 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 tender fee and EMD
- Bid response not spirally/ hard bound, properly indexed, every page stamped and signed

### **4.21 Right to Accept Any Proposal and To Reject Any or All Proposal(s)**

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 NFAI.

### **4.22 Notification of Award**

Prior to the expiration of the validity period, NFAI will notify the successful Bidder in writing or by fax or email, that their Proposal has been accepted. In case the bidding process is not completed within the stipulated period, 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, NFAI will notify each unsuccessful bidder and return their EMD.

### **4.23 Contract Finalization and Award**

NFAI shall reserve the right to negotiate with the Bidders whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by CVC. On this basis the Contract Agreement would be finalized for award and signing.

### **4.24 Earnest Money Deposit (EMD)**

- a) Bidders shall submit, along with their Bids, EMD of Rs. 3 Crore only, in the form of a Bank Guarantee (in the format specified in Annexure 11.6) issued by any Scheduled bank in favour of “Administrative Officer, NFAI”, payable at Pune, and should be valid for 6 months from the submission date of the Bidders Bids.
- b) EMD of all unsuccessful Bidders would be refunded by NFAI within one month of the Bidder being notified of being unsuccessful. The EMD, for the amount mentioned above, of the successful Bidder would be returned upon the submission of Performance Bank Guarantee as per the format provided in Annexure 11.7
- c) The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any interest accrued on it.
- d) The Bid / Proposal submitted without EMD, as mentioned above, will be summarily rejected.
- e) The EMD may be forfeited

- i. If a Bidder withdraws its Bid during the period of Bid validity.
- ii. In case of a successful Bidder, if the Bidder fails to sign the Contract in accordance with this RFP.

### **4.25 Performance Bank Guarantee**

NFAI will require the selected Bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of Award, for a value equivalent to 10% of the Total Cost of the Contract. The Performance Guarantee should be valid for the entire duration of the project. The Performance Guarantee should contain a claim period of 15 days from the last date of validity (after the last date of validity). The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee at least 2 months before the expiry of its validity. In case the selected bidder fails to submit the renewed performance guarantee before 20 days of expiry of its validity, NFAI at its discretion shall invoke the performance bank guarantee without giving any notice whatsoever to the bidder. In case the selected bidder fails to discharge their contractual obligations during the period or NFAI incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions, NFAI may at its discretion shall invoke Performance Bank Guarantee.

In addition to the PBG, the Bidders are also required to submit a valid Bank Guarantee of the 110% of the mobilization advance made to the Selected Bidder which shall be valid till the work under the advance is successfully completed. The mobilization advance shall be returned to the Bidder in two equal installments upon satisfactorily checking the progress of the work undertaken by the selected Bidder.

In case the contract is terminated due to default on the part of the selected bidder, the Mobilization Advance shall be deemed as interest bearing advance with an interest rate of 10% to be compounded quarterly, which shall be binding on the Bidder to accept and pay.

### **4.26 Signing of Contract**

After NFAI notifies the successful Bidder that its Proposal has been accepted, NFAI shall enter into a Contract, incorporating all clauses, Pre-Bid clarifications and the Proposal of the Bidder between NFAI and the successful Bidder. The Draft Legal Agreement is provided as a separate document as a template in Annexure 11.16 and the same shall

be signed with the selected Bidder. The Legal Agreement is a draft and NFAI may finalize the same after legal consultations, and for the benefit of the project, and it shall be binding on the Bidder.

### **4.27 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 NFAI may award the Contract to the next best value Bidder or call for new proposals from the interested bidders.

In such a case, NFAI shall invoke the EMD and the Performance Bank Guarantee of the successful bidder.

### **4.28 Project time period**

The work has to be completed within maximum of 24 months 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 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 30 days of issuance of award letter.

### **4.29 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:



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- i. 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,
- ii. 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.
- iii. 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.

## **5 Scope of Work**

As a part of Digitization of film collection at NFAI, the bidder has to broadly carry out the following activities:

| <b>Sr. No.</b> | <b>Activity</b>         | <b>Approximate numbers</b>                |
|----------------|-------------------------|---|
| 1              | Film Cleaning           | 2,345 feature films and 2,768 short films |
| 2              | Scanning / Digitization | 2,345 feature films and 2,768 short films |

The work needs to be carried out by Bidder at the NFAI premises and has to procure, install, commission, and annually maintain the scanners at NFAI. The subsequent section details out the exact scope of work. The Bidder has to bring in expertise to independently handle each type and quality of film, along with international specialists for undertaking the said work with proper technical knowledge about the processes used for Digitization and know how to handle damaged / rare films. The Bidder should also bring necessary equipment's required for Digitization processes.

Based on the Category of the films, prioritization matrix provided by NFAI and inputs from the Bidder's international specialist, the Bidder has to suggest the appropriate scanning technique to be applied. The Committee formed by NFAI shall evaluate the suggestions and the final decision of the NFAI Committee shall be binding on the Bidder to perform the scanning / digitization of the films.

The Bidder has to bring in the scanners with specifications as mentioned in the Annexure 11.10. These are the minimum specifications expected and Bidder can exceed the same for bettering the output of the digitized film.

The entire work will be carried out in phased manner in 5 instalments of 20% each. The bidder would be awarded work in phased manner. The output of each phase shall be assessed / reviewed by NFAI's Technical Team at the conclusion of each phase. Based on the quality output of the previous phase, the work for the subsequent phase shall be allotted to the Bidder. If the work is not found satisfactory, NFAI reserves the right to terminate the contract and not to allocate subsequent work to the bidder. In

this case the contract would be terminated.

It is also to be noted that:

- 1 The Bidder is expected to refer to various reference material for Digitization, which include "Federal Agencies Digitization Guidelines Initiatives" (Link is placed in the RFP document), Kodak Manual for Chemical ([http://www.kodak.com/kodakgcg/motion/support/people\\_and\\_planet/product\\_use/film\\_cleaning\\_solvents/default.htm](http://www.kodak.com/kodakgcg/motion/support/people_and_planet/product_use/film_cleaning_solvents/default.htm)) to be used during digitization process, FIAF Guidelines and other relevant necessary documents
- 2 The purpose of Digitization is to make some of the Filmic Material available in digital format for preservation and access purposes (The digitized final output) and rest of the content to be utilized for restoration purpose which would be handed over to implementing agencies for restoration purpose. Therefore, while undertaking Digitization work, the Bidder has to factor in this aspect and accordingly technical process to be used / adopted which may suit NFAI requirement

The detailed Scope of Work is as mentioned below:

### **5.1 Pre-scanning: Analysis of quality of stock available for scanning**

Handling and transportation of material: The Bidder is required to identify the material which is to be digitized. The Bidder has to ensure that the material is removed from the storage vaults in a proper manner and should be handled with utmost care. Appropriate precautions should be taken in handling such material since this material may be fragile in nature. The Bidder has to also ensure that they follow the best state of the art handling methodologies.

**Note:** In case NFAI finds the material handling is not done by the trained personnel, appropriate penalties shall be levied on the Bidder for deviating from the scope. The Penalty shall be solely at the discretion of NFAI and Bidder shall accept the same.

Assessment of films: The bidder will need to assess the quality of the print and/or negative. It shall be the responsibility of the Bidder to work closely with NFAI technical team and **identify the best source of material for digitization exercise**. In case

if material is not available with NFAI, it may be required to be sourced from outside and the bidder has to assist NFAI in doing so. The Bidder shall categorize the films based on the state of quality and the type of film material (Nitrate base or Acetate base or Polyester base) and determine:

1. The mode of scanning – dry or liquid gate
2. Sprocket less or with sprocket etc.
3. Any other criteria as may be necessary

This assessment needs to be signed off by NFAI to carry out the further works. NFAI's decision shall prevail. The Bidder is expected to maintain and update the information database in the software made available by NFAI.

The Bidder has to ensure that all the material at NFAI shall be accessed by trained and authorized personnel only.

### **5.2 Ultrasonic cleaning**

For each of the film material, the Bidder is required to carry out an ultrasonic cleaning of the film reels using the latest technology and environmentally safe chemicals (for example Perchloride or Nonfluoroisobutyl ether or equivalent) approved by Government of India, Pollution Control Guidelines, FIAF guidelines etc. The minimum specification of the Ultrasonic cleaning machines should be equivalent to the ones used in International Film Archive of Repute. It is required by the Bidder to install and commission sufficient Ultrasonic Cleaning machines so as to carry out the entire work in the prescribed timeframe and quality. It is expected that the Bidders mention the number of the Ultrasonic Cleaning machine proposed to be installed and commissioned for this purpose and the final decision on the number of Ultrasonic Cleaning machines to be deployed shall be taken in conjunction of the NFAI officials.

### **5.3 Scanning / Digitization of the films**

The film material shall be scanned only after undergoing ultrasonic film cleaning and depending upon the quality of the digitization, where appropriate, the Bidder should also make use of the "Particle Transfer Rollers / equivalent" in order to capture the

visible dirt particles just before the film is loaded onto the digitization scanners. Scanning needs to be done both for sound and picture. It shall be the responsibility of the Bidder to calibrate the scanner for each individual types of film in order to remove the tint of the film base and to optimize the exposure settings. The Bidder should ensure that color film stocks are scanned with RGB flash in order to keep all the details of the image and the information that the colorist needs, also, in addition, the Black & White film stocks are scanned in B&W Monochrome log mode. It shall be the responsibility of the Bidder to ensure that all the scanners that are provided should mandatorily undergo the manufacturers prescribed maintenance schedule and the Bidder shall intimate in writing about this schedule to NFAI atleast 2 weeks in advance. It shall be the responsibility of the Bidder to provide description of their analogue signal processing, A to D conversion and Codecs used.

It is to note that the Bidder in due consultation with NFAI, has to arrange for the necessary installation and commissioning of adequate number of Scanners in order to complete the project in time bound manner. Each Bidder participating in this tender is required to submit the official number of scanners they have planned to install and commission at NFAI. The decision in the increase / decrease (if any) in number of scanners installed and commissioned at NFAI shall solely lie with the NFAI.

### **5.3.1 Sound scanning:**

- a. The sound scanning needs to be done for all films and the output captured as “.wav” format.
- b. The selected bidder needs to ensure that the original frequency range of the sound in the film needs to be maintained
- c. The bidder shall furnish information of the sound scanners – the type, make, model, capacity, and where it has been used

### **5.3.2 Picture scanning:**

- a. The scanned film material should be stored in “.DPX” format
- b. Appropriate scanning technology, either Dry Scanning or Liquid Gate (Wet Gate) scanning should be used, depending on the assessment done by the bidder and approved by designated NFAI officials.

- c. A prioritization list shall be provided by NFAI to the selected bidder for scanning of the films
- d. All the scanning shall be done would be of 2K / 4K quality only
- e. In case of multiple source materials provided by NFAI, the best source material (print, negative, etc.) shall be selected by the bidder for scanning after conducting proper tests and once approved by NFAI
- f. The Bidder is expected to install the required number of Ultrasonic Film Cleaners and use the scanners with latest technology.
- g. The Bidder should furnish information about the Ultrasonic Film Cleaners and Scanners to be used - the type, make, model, capacity, and where it has been used
- h. The Bidder should have necessary equipment to be installed to handle super 8 mm, 8mm, 16mm, 35mm, 70 mm and any other film reels
- i. The scanner should be able to handle shrunken, perforation damaged film reels, archival footage etc.
- j. All necessary film handling needs to be done with utmost care by the bidder.
- k. In case of any doubt or technical difficulty, the Bidder should consult NFAI's technical team.
- l. The scanning of the super 8mm / 8mm and 70 mm may be done at Bidder premises under the supervision of NFAI's team (constituting of 5 members). The expenses towards the travel, accommodation, travel documents (international or domestic, if any), conveyance etc. of the NFAI's team should be borne by the Bidder.

### 5.4 Scanning equipment

The Bidder is required to procure brand new scanners that meets or exceeds the technical specification as mentioned in Annexure 11.10. **The Bidder has to suggest number of Sound and Picture scanners as per requirement of the project and timelines** and the details thereof should be made available in the Technical proposal and Presentation stage. The Bidder is expected to install,

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commission, operate, and maintain these scanners. The Bidder is expected to ensure that the scanners are in working condition at all the times. The Bidder has to also ensure the following:

1. **Scanner operators:** The Bidder has to only deploy trained manpower with minimum 5 years of experience on working on the scanner proposed. At no time should a beginner / less experienced operator be handling the scanner.
2. **Site preparation:** The Bidder is expected to carry out the site preparation as per the international and prescribed standards suited to operate the scanners, it is expected that a Standard Operating Procedure for the same shall be prepared by the Bidder first and submitted to NFAI for approval. It shall be the responsibility of the Bidder to ensure the operational quality of the site for carrying out the work for a period of 3 years from the date on commissioning of the scanners. It is also to be noted that all the cost of site preparation should be borne by the Selected Bidder.
3. **Maintenance:** The Bidder has to ensure that after the warranty period of the scanner, the regular maintenance and repairs shall be undertaken by them. During repair, the Bidder shall only do it from the scanner manufacturers authorized service agencies and only use original and genuine spare parts. The Bidder has to carry out the maintenance on his own during the project period. He may have to extend maintenance beyond project phase if NFAI decides to procure said scanner(s) at due depreciated amount as per Government rules.
4. **Basic features of scanner:** The scanner provided by the Bidder should have the following basic features:
  - a. Film type: Acetate, Polyester and Nitrate of different gauges
  - b. Data resolution: 2K, 4K, extendable upto 8K.
  - c. Progressive / continuous scan speed (Slower scanning speed should be preferable)
  - d. Image manipulation (scaling, aspect ratio, letterbox, dust and noise

- reduction)
- e. Should have sprocket less cum pin registration capability
  - f. Should have a built-in stabilization capability (when required)
  - g. Should be capable of direct interface to data storage or network
  - h. Should have colour management as Primaries, Dmin, Dmax etc.
  - i. Should be able to have keycode decoding
  - j. Should be able to have a calibrated LOG output
  - k. Should have Dry gate, Archive gate & Wet gate scan facilities / integration points, optical / infra red scan facilities
  - l. Should have RGB grading / color correction facilities.
  - m. The scanner should have a facility for mechanical stress to be decreased by reducing the film tension and scanning speed.
  - n. The scanner should also be able to work so as to avoid perforations stress.
  - o. The scanner should be able to do low speed scanning so as to optimize the focus near splices and avoid instability of the images.

Note: A raw scan without any color correction to be undertaken by the Bidder and a grade is done while scanning, a reference LUT should be made and given to the restoration team so that they would emulate the same.

5.4.1 The detailed specification of the scanners are mentioned in Annexure 11.10. In addition, for all technical outputs, the guidelines as mentioned at [http://www.digitizationguidelines.gov/guidelines/FilmScan\\_PWS-SOW\\_20160418.pdf](http://www.digitizationguidelines.gov/guidelines/FilmScan_PWS-SOW_20160418.pdf) shall be referred for guidelines on Audio-Video digitization.

### **5.5 Service Level Agreement (SLA)**

The Bidder has to ensure the following SLA for carrying out the scanning of the films:



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| # | Parameter              | SLA   | Penalty in case of breach in SLA  |
|---|------------------------|---|---|
| 1 | Handling of films      | To be done by experienced professionals only  | Every instance of breach of the SLA, Rs. 10,000 shall be deducted from the payment due.   |
| 2 | Movement of films      | To be done as per the international best practices as illustrated in <a href="http://www.digitizationguidelines.gov/guidelines/Film_Scan_PWS-SOW_20160418.pdf">http://www.digitizationguidelines.gov/guidelines/Film_Scan_PWS-SOW_20160418.pdf</a>                        |   |
| 3 | Operations of Scanners | <ul style="list-style-type: none"> <li>• Should be done by the trained professionals only</li> <li>• Manufacturers operating instructions and solutions should be followed</li> <li>• Film threading should be done properly as described by the manufacturers</li> </ul> | <p>For every instance of breach of the SLA, upto 0.05% of the scanner cost shall be deducted. In case of three or more breaches, 1% of the scanner cost will be deducted.</p> <p>Note: It shall be the responsibility of the Bidder</p> |

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| # | Parameter                 | SLA  | Penalty in case of breach in SLA   |
|---|---------------------------|--|--|
| 4 | Maintenance of scanners   | <ul style="list-style-type: none"> <li>Maintenance schedule as prescribed by the manufacturer should be followed</li> <li>A comprehensive AMC should be provided for a period of 3 years including replacement of the faulty parts with genuine spare</li> </ul> | to make available to NFAI a certified copy or access to bidder's SLA with scanner supplier / manufacturer.   |
| 5 | Handing over of the films | <ul style="list-style-type: none"> <li>The condition of the film reel should be exactly as per the condition at the time of handing the film by NFAI to agency for digitization</li> </ul>   | <ul style="list-style-type: none"> <li>Every instance of breach of the SLA, Rs. 50,000 per film reel shall be deducted from the payment due</li> </ul> |

\* Note: NFAI decision shall be final and binding on the bidder. The Breach of the SLA shall be recorded by the NFAI which shall be communicated to the Bidder.

### 5.6 Quality control and checking

The bidder shall ensure that the digitization work is done as per international standards and of superior quality. The bidder shall put in place a detail Quality Assessment / Quality Check plan which shall be discussed and approved by NFAI prior to starting the works. Quality Assessment / Quality Check plan shall also include regular systematic checking by NFAI technical team and sign off thereof. In case, the quality of the work is not to the satisfaction of NFAI technical team, the bidder

shall redo the complete work (scanning) and bring it to the satisfaction level of NFAI at their own cost.

The Bidder is expected to completely capture metadata in XML format including test reports and digitization metadata.

During the maintenance phase, the Bidder should describe the testing and maintenance schedules to verify that all equipment used in the digitization process is performing as expected.

### **5.7 Digital Storage with indexing & cataloguing**

Digital Storage: The digitized films needs to be stored in the digital storage / LTO 7 or higher generation in the .DPX (10-bit log, 16-bit log, 16-bit lin) + .WAV, 720p 24 fps format.

Indexing and Cataloguing: The bidder shall maintain a log history of the work to be carried out and update the same in the software provided by NFAI. The Bidder shall propose the naming conventions that are of international standards and are used in international film archive of repute

*Technical Information:* All technical information should be captured, such as Original condition of the film, Frame-wise nature and detail of defects, Details of scanning work carried out – type of scan, Quality of digitized film – 2K/4K, etc.

*Aesthetic information:* All aesthetic information including text and Audio - Visual cataloguing needs to be added into the software provided by NFAI.

A copy of all the digitized films need to be stored in deep archiving solution to be provided by the bidder.

The Bidder has to ensure technical and aesthetic information cataloguing in both text as well as audio - video format for films. Suitable cataloguing application may be suggested by the Bidder for the same.

### **5.8 Training and capacity building of the NFAI officials / staff**

For all the scanners that have been commissioned by the Bidder, it shall be the responsibility of the Bidder train and build the capacity of NFAI officials. This Capacity

Building shall comprise of both the theoretical knowledge and hands-on practical training on using the various types of the scanners. The Bidder shall also ensure that the training material, troubleshooting guide, audio-visual do's and don'ts (in HD quality) shall be provided to NFAI.

In addition, it shall be the responsibility of the selected Bidder to undertake a "Knowledge Sharing Session" at the selected Bidders / Consortiums members' site (international) and showcase / handhold the NFAI officials (constituting of max. 10 members) on the best practices, standards, procedures, other technicalities etc. that they have adopted.

This session must be undertaken by the international experts who have spent atleast 10 years in undertaking the film archive work.

### **5.9 Handover of the films to NFAI**

As already mentioned, nearly half of the content would be submitted to the agencies which would be carrying out the restoration work for NFAI, whereas, the rest of the content would be kept in digitized format for preservation and access purposes.

Therefore, the bidder has to copy the content suitably on relevant medium as provided by NFAI in following formats:

- 1 For Preservation purposes: The digitized output in .DPX format and Sound output in .WAV format to be stored on deep archival solutions viz. LTO 7 or higher generation, Blu Ray based deep archival solution or any other suitable mediums, in various suitable archival formats.

In this regard, NFAI would give the medium of storage whereas the Bidder shall be required to make the multiple preservation copies as per NFAI's requirement. This would be communicated at the time of actual implementation in consultation with the selected Bidder.

- 2 Access Copy: As most of the content would only be digitized, the Bidder shall be required to carry out necessary color correction, Picture and Sound sync, subtitling work and any other related work in order to create multiple access copies viz. DCP (with / without KDM), HD, MPEG 4, Apple ProRes (Broadcasting quality) etc. on the

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suitable disc based mediums, LTO 7 or higher tapes, Hard Disks, Cloud etc. The Medium would be provided by NFAI, whereas the Bidder shall be required to make the multiple access copies as per NFAI's requirement and having necessary NFAI watermark wherever applicable. This would be communicated at the time of actual implementation in consultation with the selected Bidder. In case of subtitling, NFAI shall provide the subtitling in various languages, and the Bidder is responsible for its suitable embedding.

- 3 Reference Copy: The Bidder is also expected to provide HD (min 720p) married (Picture and Sound) that shall work as the reference copy for internal office purposes and/or restoration work in future. The Bidder is required to carry out Audio Video-Cataloguing for films which will be digitized only and not going for restoration work. The tentative quantum is mentioned in the commercial format. The list of such titles shall be informed by NFAI to the selected Bidder during the execution of the work.

The Bidder has to factor in the costing for creation of multiple copies in desired formats in Commercial Bid Format as provided and any additional cost towards this shall not be entertained by NFAI.

**Note:**

1. The film material could be Prints, Negatives, Interpositive or dupe negatives.
2. The Bidder has to arrange and possess valid certifications, clearances etc. for the handling and transportation of various equipment's, chemicals, and hazardous materials necessary for conducting the above mentioned work. NFAI shall not be responsible for claim pertaining to unauthorized usage and, transportation of chemical and hazardous materials.
3. The Bidder has to identify best source material before undertaking activity for digitization
4. Numbers are indicative in nature and subject to change
5. The Bidder Handling Nitrate Films should have necessary license and equipment's and experienced persons to handle Nitrate base films.
6. The Bidder should take all required safety measures to handle Nitrate Films

**Note:** As part of the assessment, the bidder is expected to segregate the films in

different categories based on their quality status and the technique to be used for digitization (2K / 4K / 8K). This categorization shall be discussed with NFAI. Further works shall be carried out post approval of NFAI on the categorization.

### **5.10 Preparation of Reference Copy**

The Bidder will have to prepare HD quality reference copy (married Sound and Picture) of the film for restoration reference purposes.

### **5.11 Final output**

It shall be the responsibility of the Bidder to provide the output as per the following:

- a. High resolution (theatre) DCP 2K Flat 1.85:1 – 1998x1080 and/or 2K Scope 2.39:1- 2048x858, as per the content of the film and its aspect ratio.
- b. One projectionable copy each of encrypted and non-encrypted DCP (with soft-coded subtitles) on LTO 7 or higher generation and two copies on blue ray disc (with subtitling and necessary NFAI watermark). The encrypted content to be provided with master keys.
- c. HD MP4 1280x720 (720p MPEG-4 35mbps).
- d. Apple ProRes (broadcast quality).
- e. SD 720x480 (480p MPEG-2 10mbps)

## 6 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 Pre-Qualification criteria shall be as mentioned below:

| # | Eligibility Criteria   | Document Proof  |
|---|--|---|
| 1 | <p>A Single Entity / a Consortium of entities is allowed where each entity should be registered as per the relevant Act in India or globally. In case of a Consortium, the Prime Bidder should be registered in India.</p> <p><b>The Prime Bidder should have relevant experience in the field of Film (motion picture) Digitization.</b></p> <p>Note:</p> <p>1 The consortium cannot be more than 3 members (including Prime Bidder)</p> <p>All members of the consortium should be jointly and severally liable for execution of the work.</p> | <p>a. Copy of Certificate of Incorporation or equivalent,</p> <p>b. A duly notarized / registered Memorandum of Understanding signed between Prime Bidder and all the consortium members</p> <p><i>MOU should clearly mention detailed roles and responsibilities of the Prime Bidder and its Consortium members.</i></p> |
| 2 | <p>A Single Entity / any member of consortium should have a minimum 5 Years of experience in undertaking the work related to Film (both Picture and Sound) Digitization (Acetate, Polyester</p>  | <p>a. Work orders / completion certificate (wherever available) in the name of the bidder showing work experience of past 5 years and above (Counting backwards</p>   |

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| # | Eligibility Criteria                                     | Document Proof   |
|---|--|--|
|   | <p>and Nitrate) as on date of submission of the RFP.</p> | <p>from 31<sup>st</sup> March 2019)</p> <p>b. Work order should clearly state start date of the project and should be signed by the issuing authority</p> <p>c. Work orders from sister organization and/or parent organizations and/or group organizations/companies shall not be considered. However, in case of Work Orders related to in-house work where the Bidders owns the Copyright and must have carried out the work related to digitization, they have to submit the following documents to the satisfaction of Technical Evaluation Committee:-</p> <p>— Certified Auditor or Company Secretary certifying the claim of the Bidder of have undertaken the said digitization work. This certification should have the list of films and clearly indicating the number of hours of the digitization work.</p> |



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| # | Eligibility Criteria | Document Proof  |
|---|----------------------|---|
|   |                      | <p data-bbox="938 287 1417 537">— The Technical Evaluation Committee must be satisfied with the actual claim and reserves the final decision in this regard</p> <p data-bbox="870 575 1417 989">Bidder should also submit the list of all the Indian films that have been digitized / scanned by the bidder / any member of the consortium till date, which needs to be provided on the letter head which is duly signed and stamped by the authorized representative</p> <p data-bbox="870 1031 954 1058"><b>Note:</b></p> <ol data-bbox="886 1100 1417 1755" style="list-style-type: none"><li data-bbox="886 1100 1417 1297">I. For each work order, a Project citation format as per Annexure 11.9 (as per RFP) needs to be submitted</li><li data-bbox="886 1339 1417 1755">II. NFAI reserves all rights to verify the authenticity of the work orders at any point of time and in case if any of the work orders are found to be forged or non-genuine, the Bidder shall be liable for rejection / termination of contract followed by their blacklisting</li></ol> |

## Request for Proposal for Digitization of Film Content at NFAI

| # | Eligibility Criteria  | Document Proof  |
|---|---|---|
| 3 | A Single Entity / any member of consortium should have a minimum turnover of Rs 25 Crore in each of the last three financial years (FY 2017-18, 2016-17 and 2015-16)                          | <p>a. A letter (on the letter head) from the practicing Chartered Accountant duly signed &amp; stamped and clearly mentioning the turnover details for a Single Entity / all members of the Consortium (in case of consortium) each year in the last three financial years (FY 2017-18, 2016-17 and 2015-16).</p> <p>b. A letter (on the letter head) from the practicing Chartered Accountant duly signed &amp; stamped and clearly mentioning the turnover details for a Single Entity / all members of the Consortium (in case of consortium) each year in the last three financial years (FY 2017-18, 2016-17 and 2015-16).</p> |
| 4 | A Single Entity / all members of consortium should not be blacklisted by any State Govt. or Central Govt. department and organization in India or abroad as on date of submission of this bid | Self - Certification by the prime bidder and all members of the consortium on their letter head duly signed by the authorized signatory mentioning that the Bidder should not have been blacklisted by any State Govt. or Central Govt. department and organization in India or abroad as on date of submission of this bid.  |

**Request for Proposal for Digitization of Film Content at NFAI**

| # | Eligibility Criteria  | Document Proof  |
|---|---|---|
| 5 | A Single Entity / Consortium should collectively have a minimum 10 nos. of necessary technical manpower with prior relevant experience of carrying out similar work. The bidder shall distinctly showcase separate teams with CVs for picture and sound scanning of various types of films (Acetate, Polyester and Nitrate) | <ul style="list-style-type: none"> <li>a. Certificate from the HR head / company secretary of the prime bidder and members of the consortium with the name and experience related details of the technical manpower.</li> <li>b. The CV of the technical manpower resources should be provided as per Annexure 11.14</li> </ul>   |
| 6 | In the last five years, the Single Entity / Consortium should collectively have undertaken Picture Scanning for atleast 2,000 hours of film content and Sound Scanning for atleast 2,000 hours of film content in the last five financial years (FY 2018-19, 2017-18, 2016-17, 2015-16, 2014-15)                            | <ul style="list-style-type: none"> <li>a. Work order / Completion certificate for the works carried out clearly specifying the work undertaken</li> <li>b. The list of all the films that have been digitized by the Bidder needs to be provided. Separate list for Picture and Sound scanning should be provided</li> <li>c. Undertaking on the letter head mentioning number of hours and supported by work orders (clearly indicating the work carried out)</li> </ul> |
| 7 | The Single Entity / any member of consortium should submit the Manufacturers Authorization Form   | MAF as per the format enclosed in Annexure 11.12  |

## Request for Proposal for Digitization of Film Content at NFAI

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| # | Eligibility Criteria                                      | Document Proof |
|---|---|----------------|
|   | (MAF) for the all scanners they are to commission at NFAI |                |

## **7 Evaluation of the organizations / agencies**

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 6) shall be considered for further Technical evaluation (Section 7 and 8) and Commercial evaluation (Section 10). The bids shall be evaluated using the Combined Quality Cum Cost Based system (CQCCBS) selection method as mentioned below:

- i. 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 75 marks** in the Technical Evaluation shall be considered for further evaluation.
- ii. 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. For any other calculation / summation error etc. the bid may be rejected.
- iii. Based on the Commercial Quote given by the Bidder, the Relative Commercial Score (Y), only for the qualifying bidders, will be calculated as below:

$$\text{'Y' of the qualifying Bidder} = \frac{\text{Lowest quoted offer of the qualifying Bidder}}{\text{Offer quoted by the respective qualifying Bidder}} \times 100$$

- iv. Final Composite Score for the Bidders shall be computed considering the Technical Score (X) 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

## **Request for Proposal for Digitization of Film Content at NFAI**

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- v. The Bidder shall be selected on the basis of the Highest Composite Score
- vi. In case the Bidder with the Highest Composite Score, rejects to accept/undertake the work, an offer at the sole discretion of NFAI shall be made to the Bidder with Second Highest Composite Score
- vii. 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.

## 8 Technical evaluation criteria

The Technical Proposal shall be evaluated based on the following criteria –

| # | Evaluation Criteria   | Marks          |
|---|---|----------------|
| 1 | Experience and reputation of the bidder<br><br>— Profile of the organization including size of the organization, no. of years of existence, reputation, awards, recognition and certifications<br><br>— Bidders have to provide the list of Indian films that they have digitized till date   | Max. marks 10  |
| 2 | Relevant work experience with International Film Archive of Repute<br><br><b>Note:</b> Bidders have to provide the Work Order / Completion Certificates to substantiate their experience claim<br><br>(Additional weightage may be given for total quantum of similar work)   | Max. marks: 10 |
| 3 | Technical equipment's, processes etc. The evaluation shall be done on the basis of the following:<br><br>a. Cataloguing software proposed<br>b. Ultrasonic cleaning machine proposed<br>c. Make and model of the Scanner(s) proposed<br>d. Testimonies / proofs of the proposed Scanner(s) being currently used by international film archive of repute | Max. marks 30  |

## Request for Proposal for Digitization of Film Content at NFAI

| # | Evaluation Criteria   | Marks         |
|---|---|---------------|
|   | <p>e. Training and Capacity building processes to train NFAI staff on the Scanner(s)</p> <p>f. Technology and infrastructure used for quality check</p> <p>g. Physical and IT &amp; Data security proposed to undertake the work at NFAI in dedicated manner.</p> <p>(Additional weightage will be given for infrastructure set-up, software and facilities with global standard as proposed for the project at NFAI)</p> |               |
| 4 | <p>Participation contribution of International Knowledge Partner in the project</p> <p><b>Note:</b> Weightage will be given to the profile of organization, profiles proposed and their onsite availability in the project</p>  | Max. marks 10 |
| 5 | <p>Quality and adequacy of each of the following proposed teams as per the details mentioned in the CVs of the resources:</p> <p>a. Project Manager</p> <p>b. Film Cataloguing Team</p> <p>c. Digitization Team</p> <p>d. Quality Check Team</p> <p><b>Note:</b></p> <p>In the CVs, it shall be required to mention the details of the relevant work carried out by the</p>   | Max. marks 10 |



**Request for Proposal for Digitization of Film Content at NFAI**

| # | Evaluation Criteria  | Marks         |
|---|--|---------------|
|   | <p>resources proposed and CV should be as per the format mentioned in Annexure 11.14.</p> <p>Details to be provided as per Annexure 11.13. Additional weightage will be given for profiles who have worked on global projects</p>  |               |
| 6 | <p><b>Approach and Methodology:</b></p> <p>The Bidder's presentation would be evaluated on following criteria.</p> <ul style="list-style-type: none"> <li>i. Understanding of the project scope and requirements – 25% weightage</li> <li>ii. Capability and Commitment level towards the project including the timelines - 25% weightage</li> <li>iii. Overall solution proposed covering a case study / Proof of concept, presentation / demonstration – Here the bidder is expected to showcase near to real videos, photos/documentation of the work being carried out by them earlier etc. – 25% weightage</li> <li>iv. Quality Assessment / Quality Checks and adherence to the international standards – 25% weightage</li> </ul> | Max. marks 20 |
| 7 | <p><b>Actual Work Output</b></p> <p><b>Note:</b></p>   | Max. marks 10 |

## Request for Proposal for Digitization of Film Content at NFAI

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| # | Evaluation Criteria   | Marks |
|---|---|-------|
|   | <ul style="list-style-type: none"><li>• The Bidder shall be given 1 film reel of 2,000 feet and 15 days for them to digitize the same and showcase it to the NFAI officials</li><li>• The Evaluation shall be based on the output quality of the film reel provided</li><li>• It shall be expected for the Bidder to mention the processes and scanner details on which the scanning / digitization was carried out</li><li>• It shall be mandatory for the Bidder (if selected) to use the same type of equipment's, scanners, processes etc. which the Bidder has used for this work</li><li>• The Scanning work if needed to be carried out in presence of NFAI's professional team.</li></ul> |       |

**Note:**

- The bidders would need to submit documents to substantiate the evaluation criteria. The documentation to substantiate similar projects need to be either work orders or completion certificates or client letters stating satisfactory work.
- The Evaluation Committee constituted by NFAI shall evaluate the technical bids based on proposal, documents submitted and presentations to arrive at the technical score.
- It is to be noted that the decision of the Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence with the Evaluation Committee regarding the evaluation process shall be entertained. The 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 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

## **9 Details to be submitted by the bidder**

The bidder is expected to submit the following as part of the bid

1. RFP Fees of Rs. 10,000 /- as per Section 1
2. Brief company profile (along with Annexure 11.8)
3. Documents as needed for highlighting compliance to the Pre-Qualification criteria as per Section 6
4. Detailed documents regarding technical evaluation criteria and copy of the presentation as per Section 7 and 8
5. Any other document which can help NFAI in ascertaining the credentials and credibility of the organization / Consortium members.
6. Details of the scanner to be provided:

| <b>Sr. No</b> | <b>Model of the Scanner</b> | <b>Make of the Scanner</b> | <b>Month, Year of Manufacture and Month, Year of Import</b> |
|---------------|-----------------------------|----------------------------|---|
|               |                             |                            | Month, Year of Manufacture:<br>Month, Year of Import:       |

**Note:** The cost of the scanner (as mentioned by the Bidders in their commercial format) would be considered while calculating its depreciated values as per the Government rules, in case NFAI decides to procure the same from the selected bidder after completion of the project

## **10 Commercial Bid Format**

The bidder is expected to submit the commercial proposal as per the format prescribed in Annexure 11.15. The table provided in this section 10 shall be part of the Annexure 11.15. The commercials submitted by the bidder should be inclusive of all taxes. NFAI understands that these tax related numbers are indicative and are liable to change. The rate per unit quoted by the Bidder shall be used to arrive at the final commercial figure in such cases.

The commercials have to be submitted on the basis of following assumptions regarding the number of filmic material to be worked on:

| <b>S.No.</b> | <b>Activity</b>                   | <b>Indicative numbers for bidding</b>                   |
|--------------|-----------------------------------|---|
| 1.           | Ultrasonic Film Cleaning          | Approximately 2,345 feature films and 2,768 short films |
| 2.           | Scanning / Digitization (2K / 4K) | Approximately 2,345 feature films and 2,768 short films |

These numbers are indicative and are liable to change. The rate per unit quoted by the bidder shall be used to arrive at the final commercial figure in such cases.

The commercials have to be submitted on the basis of following assumptions regarding the average number of minutes per film type (Feature or Short). For calculation purpose, a feature film is considered to be of average 130 minutes and a short film of average 45 minutes. The Bidder has to note that these numbers are indicative and are liable to change. The rate per unit quoted by the bidder shall be used to arrive at the final commercial figure in such cases.

In case of any numerical omissions, errors, etc. in commercials written in figures, the commercials written in words shall be considered as final. The commercials have to be submitted as per the table below:

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| #   | Line Item  | Per minute rate<br>(Unit rate in INR) | Number of units (film reel<br>minutes) | Total     |
|-----|--|---------------------------------------|--|-----------|
| A   | B  | C                                     | D                                      | E = C X D |
| 1.  | Ultrasonic Cleaning<br>of the films  |                                       | 4,30,000                               |           |
| 2.  | Scanning of the films (Picture) – Dry gate (please refer the note as well) |                                       |  |           |
| 2.1 | 8 mm – 2K  |                                       | 5,000                                  |           |
| 2.2 | 16 mm – 2K   |                                       | 55,500                                 |           |
| 2.3 | 35 mm – 2K   |                                       | 3,67,000                               |           |
| 2.4 | 70 mm – 2K   |                                       | 2,500                                  |           |
| 2.5 | 35 mm – 4K   |                                       | 3,67,000                               |           |
| 2.6 | 70 mm – 4K   |                                       | 2,500                                  |           |

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| #   | Line Item  | Per minute rate<br>(Unit rate in INR) | Number of units (film reel<br>minutes) | Total     |
|-----|--|---------------------------------------|--|-----------|
| A   | B  | C                                     | D                                      | E = C X D |
| 3.  | Scanning of the films (Picture) – Wet gate (please refer the note as well) |                                       |  |           |
| 3.1 | 8 mm – 2K  |                                       | 5,000                                  |           |
| 3.2 | 16 mm – 2K   |                                       | 55,500                                 |           |
| 3.3 | 35 mm – 2K   |                                       | 3,67,000                               |           |
| 3.4 | 70 mm – 2K   |                                       | 2,500                                  |           |
| 3.5 | 35 mm – 4K   |                                       | 3,67,000                               |           |
| 3.6 | 70 mm – 4K   |                                       | 2,500                                  |           |
| 4.  | Scanning of the films<br>(Sound)   |                                       | 4,30,000                               |           |

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| #  | Line Item   | Per minute rate<br>(Unit rate in INR) | Number of units (film reel<br>minutes)                                     | Total     |
|----|---|---------------------------------------|--|-----------|
| A  | B   | C                                     | D  | E = C X D |
| 5. | Audio Video<br>Cataloguing  |                                       | 2,30,000   |           |
| 6. | Color Correction  |                                       | 2,30,000   |           |
| 7. | Indexing and<br>Cataloguing work  |                                       | 4,30,000<br><br>(2,345 feature films and 2,768<br>short films)             |           |
| 8. | Knowledge Sharing<br>Session  |                                       | All expenses paid trip for 10<br>officials                                 |           |
| 9. | Annual Maintenance<br>Contract (AMC) for<br>the Scanners per<br>scanner | 3 Year (Post<br>project period)       | Per scanner deployed for the<br>work at NFAI (After the project<br>period) |           |



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| #                       | Line Item  | Per minute rate<br>(Unit rate in INR) | Number of units (film reel<br>minutes) | Total     |
|-------------------------|--|---------------------------------------|--|-----------|
| A                       | B  | C                                     | D                                      | E = C X D |
| 10.                     | Scanning at 8K (as per prevailing industry practice) |                                       | 1,500                                  |           |
| <b>Total in figures</b> |  |                                       |  |           |
| <b>Total in words</b>   |  |                                       |  |           |
| _____                   |  |                                       |  |           |
| _____                   |  |                                       |  |           |

**Note:**

- i. This rate per unit shall be considered for commercial calculation to be paid to the selected Bidder
- ii. The payment to the Bidder shall be made on the actual work performed by the Selected Bidder as per the quoted unit rates
- iii. For the payment related to point 8 above, the payment will be based on the actual visit of the number of officials as approved by the Government of India.

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- iv. For calculation of the Final Commercial Score of qualifying Bidders, 50% of the total of Dry Gate scanning (Sr. No 2 in table) and 50% of total of Wet gate scanning (Sr. No 3 in table) shall be considered for evaluation. For calculating the Dry Gate (Sr. No 2 in table) and Wet Gate (Sr. No 3 in table) Scanning, in addition to 8mm and 16mm, 50% of both 35mm and 70mm of film reel minutes of 4K and 50% of both 35mm and 70mm of film reel minutes of 2K respectively shall be considered. And, rates for ‘Scanning at 8K’ shall not be considered for commercial calculations for arriving at the Commercial Score of qualifying Bidders. However, the Bidders are requested to fill in all the details as per the Commercial Bid Format, else shall be liable for rejection.
- v. Annual Maintenance Contract (AMC) shall only start after the end of the digitization work as prescribed in the RFP and may be extended by NFAI if necessary
- vi. These rates shall be effective and valid throughout the contract period
- vii. The units mentioned above are only indicative and meant for bidding purposes. Payment shall be made on the actual units of work done and confirmed by NFAI.
- viii. NFAI, at its sole discretion, may decide to delete/ remove any of the above mentioned items from the scope of the work any time during the course of bidding and/or execution of works
- ix. Additionally, the Bidder has to provide scanner details as per the format below and shall be separately provided in the Commercial bid. The Cost of the Scanner shall be used in calculating the depreciation value:

| Sr. No | Model of the Scanner | Make of the Scanner | Month, Year of Manufacture and Month, Year of Import  | Cost (inclusive of all applicable taxes) |
|--------|----------------------|---------------------|---|--|
|        |                      |                     | Month, Year of Manufacture:<br>Month, Year of Import: |  |

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Note: The Bidders should note that the total contract value may be subject to change as per the actual quantum of the work (film reels) available at the time of execution and NFAI's decision in this regard is bound to be acceptable by the Bidder.

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### 10.1 Payment milestones

| Sr. No | Milestone   | Payment in percentage terms (excluding the AMC cost)  |
|--------|---|---|
| 1.     | On signing of the contract  | 5% of the total estimated quote   |
| 2.     | On mobilization of resources and commissioning of all the necessary equipment's at NFAI premises  | 15% of the total estimated quote  |
| 3.     | Monthly (at the end of the month)   | 65% of the actual work done to be paid on the basis of the unit rates quoted, post the Quality Check of the work done                         |
| 4.     | Quality review by NFAI, final acceptance of the work and handover of the digital films<br>Note: This shall happen after all the films as prescribed in this RFP are scanned | 10% of the remainder payment shall be made after final Quality Check by NFAI and handover of the digital films is made to NFAI                |
| 5.     | Training & Capacity Building and Knowledge Sharing Session  | 5% of the reminder payment after successful training & capacity building and Knowledge Sharing Session  |
| 6.     | Annual Maintenance Contract to start after the end of digitization project i.e. 2 years   | Paid on a quarterly basis and to be paid after the end of the every quarter. This AMC will be distributed equally for the quarters applicable |

**11 Annexure**

**11.1 Power of attorney for authorization of a representative for signing of the bid**

<<On Rs. 500 Stamp paper>>

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 / the Prime Bidder of our Consortium 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 and things as are necessary or required in connection with or incidental to submission of our bid for the ..... Project proposed or being developed by the ..... (the "Employer") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Employer 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 we 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.

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

For.....

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(Signature, name, designation and address)

### Witnesses:

- 1.
- 2.

Accepted

Notarised

(Signature, name, designation 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 board or shareholders resolution / power of attorney in favour 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 notarised 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 legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

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**11.2 Power of Attorney for Prime Bidder of Consortium**

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<<On Rs. 500 Stamp paper>>

Whereas the ..... (the “Employer”) has invited bids from open market for the technically and financially qualified agencies and for the ..... Project (the “Project”).

Whereas, ....., ..... and ..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposals 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 Prime Bidder 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 also understand and accept that all members of the consortium shall be jointly and severally liable for the execution of the work.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ..... having our registered office at ....., M/s. ...., having our registered office at ....., and M/s. ...., having our registered office at ....., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ..... having its registered office at ....., being one of the Members of the Consortium, as the Prime Bidder and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise 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 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

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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 is entered into with the Employer.

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)

For .....  
(Signature, Name & Title)

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

Witnesses:

- 1.
- 2.

Notes:



## **Request for Proposal for Digitization of Film Content at NFAI**

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- *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 favour 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 notarised 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 legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

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### 11.3 Checklist of the documents

| # | Criteria   | Supporting document                          | Submitted (Yes / No) | Proposal page number |
|---|--|--|----------------------|----------------------|
| 1 | Covering letter  | As per the format mentioned in section 2     |                      |                      |
| 2 | Bid processing fee   | Demand Draft for Rs. 10,000                  |                      |                      |
| 3 | EMD  | As per the format mentioned in Annexure 11.6 |                      |                      |
| 4 | Power of Attorney authorizing the signing of the bid   | As per the format mentioned in Annexure 11.1 |                      |                      |
| 5 | Power of Attorney for Prime Bidder of the Consortium   | As per the format mentioned in Annexure 11.2 |                      |                      |
| 6 | Witness details and signatures for the Power of Attorneys  | Note of Annexure 11.1 and Annexure 11.2      |                      |                      |
| 7 | <i>For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the</i> | Note of Annexure 11.1 and Annexure 11.2      |                      |                      |

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| # | Criteria  | Supporting document  | Submitted (Yes / No) | Proposal page number |
|---|---|--|----------------------|----------------------|
|   | <p><i>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 legalised by the Indian Embassy if it carries a conforming Appostille certificate.</i></p> |  |                      |                      |
| 8 | Commercial proposal format  | As per the format mentioned in Annexure 11.14  |                      |                      |
| 9 | <p>A Single Entity / a Consortium of entities is allowed where each entity should be registered as per the relevant Act in India or globally. In case of a Consortium, the Prime Bidder</p>   | <p>a. Copy of Certificate of Incorporation or equivalent,<br/>                     b. A duly notarized / registered Memorandum of Understanding signed between Prime Bidder and all the consortium members</p> <p><i>MOU should clearly mention detailed roles and responsibilities of the Prime</i></p> |                      |                      |

**Request for Proposal for Digitization of Film Content at NFAI**

| #  | Criteria   | Supporting document  | Submitted<br>(Yes / No) | Proposal<br>page<br>number |
|----|--|--|-------------------------|----------------------------|
|    | <p>should be registered in India.</p> <p><b>The Prime Bidder should have relevant experience in the field of Film (motion picture) Digitization.</b></p> <p>Note:</p> <ol style="list-style-type: none"> <li>1 The consortium cannot be more than 3 members (including Prime Bidder)</li> <li>2 All members of the consortium should be jointly and severally liable for execution of the work.</li> </ol> | <p><i>Bidder and its Consortium members.</i></p>   |                         |                            |
| 10 | <p>A Single Entity / any member of consortium should have a minimum 5</p>  | <p>a. Work orders / completion certificate (wherever available) in the name of the bidder showing work</p> |                         |                            |

**Request for Proposal for Digitization of Film Content at NFAI**

| # | Criteria   | Supporting document   | Submitted (Yes / No) | Proposal page number |
|---|--|---|----------------------|----------------------|
|   | <p>Years of experience in undertaking the work related to Film (both Picture and Sound) Digitization (Acetate, Polyester and Nitrate) as on date of submission of the RFP.</p> | <p>experience of past 5 years and above (Counting backwards from 31<sup>st</sup> March 2019)</p> <p>b. Work order should clearly state start date of the project and should be signed by the issuing authority</p> <p>c. Work orders from sister organization and/or parent organizations and/or group organizations/companies shall not be considered. However, in case of Work Orders related to in-house work where the Bidders owns the Copyright and must have carried out the work related to digitization, they have to submit the following documents to the satisfaction of Technical Evaluation Committee:-</p> <p>— Certified Auditor or Company Secretary certifying the claim of</p> |                      |                      |

**Request for Proposal for Digitization of Film Content at NFAI**

| # | Criteria | Supporting document  | Submitted (Yes / No) | Proposal page number |
|---|----------|--|----------------------|----------------------|
|   |          | <p>the Bidder of have undertaken the said digitization work. This certification should have the list of films and clearly indicating the number of hours of the digitization work.</p> <p>— The Technical Evaluation Committee must be satisfied with the actual claim and reserves the final decision in this regard</p> <p>Bidder should also submit the list of all the Indian films that have been digitized / scanned by the bidder / any member of the consortium till date, which needs to be provided on the letter head which is duly signed and stamped by the authorized representative</p> <p><b>Note:</b></p> <p>I. For each work order, a Project citation format as per Annexure 11.9 (as per</p> |                      |                      |

**Request for Proposal for Digitization of Film Content at NFAI**

| #  | Criteria  | Supporting document   | Submitted (Yes / No) | Proposal page number |
|----|---|---|----------------------|----------------------|
|    |   | <p>RFP) needs to be submitted</p> <p>II. NFAI reserves all rights to verify the authenticity of the work orders at any point of time and in case if any of the work orders are found to be forged or non-genuine, the Bidder shall be liable for rejection / termination of contract followed by their blacklisting</p>   |                      |                      |
| 11 | <p>A Single Entity / any member of consortium should have a minimum turnover of Rs 25 Crore in each of the last three financial years (FY 2017-18, 2016-17 and 2015-16)</p> | <p>a. A letter (on the letter head) from the practicing Chartered Accountant duly signed &amp; stamped and clearly mentioning the turnover details for a Single Entity / all members of the Consortium (in case of consortium) each year in the last three financial years (FY 2017-18, 2016-17 and 2015-16).</p> <p>b. A letter (on the letter head) from the practicing Chartered Accountant duly</p> |                      |                      |

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| #  | Criteria  | Supporting document  | Submitted (Yes / No) | Proposal page number |
|----|---|--|----------------------|----------------------|
|    |   | signed & stamped and clearly mentioning the turnover details for a Single Entity / all members of the Consortium (in case of consortium) each year in the last three financial years (FY 2017-18, 2016-17 and 2015-16).  |                      |                      |
| 12 | A Single Entity / all members of consortium should not be blacklisted by any State Govt. or Central Govt. department and organization in India or abroad as on date of submission of this bid | Self - Certification by the prime bidder and all members of the consortium on their letter head duly signed by the authorized signatory mentioning that the Bidder should not have been blacklisted by any State Govt. or Central Govt. department and organization in India or abroad as on date of submission of this bid. |                      |                      |
| 13 | A Single Entity / Consortium should collectively have a minimum 10 nos. of necessary technical manpower with prior relevant experience  | a. Certificate from the HR head / company secretary of the prime bidder and members of the consortium with the name and experience related details of the  | a.                   | b.                   |



**Request for Proposal for Digitization of Film Content at NFAI**

| #  | Criteria   | Supporting document   | Submitted (Yes / No) | Proposal page number |
|----|--|---|----------------------|----------------------|
|    | of carrying out similar work. The bidder shall distinctly showcase separate teams with CVs for picture and sound scanning of various types of films (Acetate, Polyester and Nitrate)   | technical manpower.<br>b. The CV of the technical manpower resources should be provided as per Annexure 11.14   |                      |                      |
| 14 | In the last five years, the Single Entity / Consortium should collectively have undertaken Picture Scanning for at least 2,000 hours of film content and Sound Scanning for at least 2,000 hours of film content in the last five financial years (FY 2018-19, 2017-18, 2016-17, 2015-16, 2014-15) | a. Work order / Completion certificate for the works carried out clearly specifying the work undertaken<br>b. The list of all the films that have been digitized by the Bidder needs to be provided. Separate list for Picture and Sound scanning should be provided<br>c. Undertaking on the letter head mentioning number of hours and supported by work orders (clearly indicating the work carried out) | a.                   | b.                   |

**Request for Proposal for Digitization of Film Content at NFAI**

| #  | Criteria  | Supporting document                              | Submitted (Yes / No) | Proposal page number |
|----|---|--|----------------------|----------------------|
| 15 | The Single Entity / any member of consortium should submit the Manufacturers Authorization Form (MAF) for the all scanners they are to commission at NFAI | MAF as per the format enclosed in Annexure 11.12 |                      |                      |



**Request for Proposal for Digitization of Film Content at NFAI**

**11.5 Comprehensive Digitization of film report (Sample format)**

**Basic details:**

Date of arrival of material \_\_\_\_\_ Inspected by \_\_\_\_\_

Last inspected on \_\_\_\_\_ Vault number \_\_\_\_\_

**Material details:**

Type of material: Acetate / Polyester / Nitrate

Film type: Negative / Print / Inter-positive

Film: Black & White / Color

Film Gauge: 8mm / Super8mm / 16mm / Super16mm / 35mm-3perf / 35mm-4perf / 70mm

Film coating: Yes / No

Length (in feet): \_\_\_\_\_

Minutes: \_\_\_\_\_

Image bits: 10 Bits / 16 Bits

Title \_\_\_\_\_

Unique number \_\_\_\_\_ Accession number \_\_\_\_\_

RFID number: \_\_\_\_\_

**Film details:**

|                          |                                   |                                   |   |
|--------------------------|-----------------------------------|-----------------------------------|---|
| Film                     | Feature <input type="checkbox"/>  | Short <input type="checkbox"/>    |   |
| Film type                | Negative <input type="checkbox"/> | Print <input type="checkbox"/>    | Inter-positive <input type="checkbox"/> |
| Language                 | _____                             |                                   |   |
| Manufacturer of the film | Kodak <input type="checkbox"/>    | Fujifilm <input type="checkbox"/> | Agfa Gaevert <input type="checkbox"/>   |
| Scanning gate            | Dry <input type="checkbox"/>      | Liquid <input type="checkbox"/>   |   |

**Picture Scanning:**

**Request for Proposal for Digitization of Film Content at NFAI**

From Frame number: \_\_\_\_\_

To Frame number: \_\_\_\_\_

**Type of Scanning done:** 2K / 4K

**Sound Scanning:**

From Frame number: \_\_\_\_\_

To Frame number: \_\_\_\_\_

Sound source: Negative / Print / Dolby MOD / Any Other \_\_\_\_\_

**Scanner details:**

Make: \_\_\_\_\_

Model: \_\_\_\_\_

**Recommendations**

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**Comments**

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**Signatures**

Filled by \_\_\_\_\_ Date \_\_\_\_\_

Checked by \_\_\_\_\_ Date \_\_\_\_\_

Verified by \_\_\_\_\_ Date \_\_\_\_\_

## Request for Proposal for Digitization of Film Content at NFAI

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### 11.6 Bank Guarantee format

<<On Rs. 500 Stamp paper>>

To,

Administrative Officer,

National Film Archive of India (NFAI),

Law College road,

Pune - 411004

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to NFAI.

Know all Men by these presents that we <<Name of the Bank>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the NFAI (hereinafter called "the Employer") in the sum of Rs. ....<<Amount in figures>> (Rupees .....<<Amount in words>> only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

- a. If the Bidder having its bid withdrawn during the period of bid validity specified by the Employer in the RFP #; or
- b. If the Bidder, having been notified of the acceptance of its bid by the Employer during the period of validity of bid
  - i. Withdraws his participation from the bid during the period of validity of bid document; or
  - ii. Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

**Request for Proposal for Digitization of Film Content at NFAI**

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP #>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN:**

- a. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- b. This Bank Guarantee shall be valid upto <<insert date>>)
- c. 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 date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

## Request for Proposal for Digitization of Film Content at NFAI

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### 11.7 Performance Bank Guarantee

<<On Rs. 500 Stamp paper>>

To,

Administrative Officer,

National Film Archive of India (NFAI),

Law College road,

Pune - 411004

Whereas, <<name of the bidder / prime bidder and address>> (hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to NFAI (hereinafter called "the employer")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations 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 bidder, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <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.



**Request for Proposal for Digitization of Film Content at NFAI**

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

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- b. This Bank Guarantee shall be valid upto <<insert date>>)
- c. 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 date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

**Request for Proposal for Digitization of Film Content at NFAI**

**11.8 Details of the single entity / prime bidder**

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| <b>Sr. No</b> | <b>Particulars</b>  | <b>Details</b> |
|---------------|---|----------------|
| 1             | Name and address  |                |
| 2             | Incorporation status of the firm<br>(public limited / private limited,<br>etc.) |                |
| 3             | Year of establishment   |                |
| 4             | ROC reference number  |                |
| 5             | Name, Address, email, Phone<br>nos. and Mobile Number of<br>Contact Person      |                |

## Request for Proposal for Digitization of Film Content at NFAI

### 11.9 Project citation format

| Relevant projects  |  |
|--|--|
| <b>General information</b>   |  |
| Name of the project  |  |
| Client for which the project was executed  |  |
| Name and contact details of the client   |  |
| <b>Project details</b>   |  |
| Description of the project   |  |
| Scope of services  |  |
| Service levels being offered   |  |
| Technologies used  |  |
| Outcomes of the project  |  |
| <b>Other details</b>   |  |
| Total cost of the project  |  |
| Total cost of the services provided by the bidder                                    |  |
| Duration of the project (no. of months, start date, completion date, current status) |  |

- a. Copy of Work Order
- b. Letter from the client to indicate the successful completion of the projects, if any

11.10 Technical Specification of Scanner

a. Picture Scanner

| #  | Parameter         | Specifications   |
|----|-------------------|--|
| 1  | Film formats      | 35 mm 2, 3, 4 - perforation (any perforation with sprocketless transport), 16 mm, super 16 mm, 8 mm, super 8 mm  |
| 2  | Imaging device    | True 2K / True 4K / Native 8K resolution   |
| 3  | Illumination      | High power LEDs (R, G, B, IR) with long-term stability   |
| 4  | Optical system    | Customizable lens with adjustable pitch and Autofocus / manual focus   |
| 5  | Resolutions       | HD, 2K, 4K, 6K, 8K   |
| 6  | Bit depth         | Above 10 bit / 16 bit  |
| 7  | Contrast Range    | High Dynamic range   |
| 8  | Film transport    | Mechanical / Optical pin registration, pin can be retracted.<br><br>Fully computerized transport with adjustable parameters (speed, ramping, tension), 2 PTRs optional: Sprocket – less cum pin registered transport |
| 9  | Shutter speed     | User adjustable: 0 m/s- 2.0 m/s  |
| 10 | Data formats      | DPX 10-bit log, 16-bit log & 16-bit linear<br><br>TIFF 16-bit  |
| 11 | Color calibration | Status M (negative) density, printing density, custom matrix, custom LUT, print film   |
| 12 | Workflow          | Customizable EDL, XML importer, Keycode based scanning   |

**Request for Proposal for Digitization of Film Content at NFAI**

| #  | Parameter     | Specifications  |
|----|---------------|---|
| 13 | Reel Handling | <p>a. The scanner should be able to handle shrinkage of the films</p> <p>b. Must be able to provide over-scanning capabilities around 25% over - scan of full height 35mm in vertical to facilitate perforation over scanning and film rack bar height variation.</p> |

**b. Sound Scanner**

| # | Parameter           | Specifications  |
|---|---------------------|---|
| 1 | Film formats        | 35 mm 2, 3, 4-perforation (any perforation with sprocket- less transport), 16 mm, super 16 mm, 8 mm and super 8 mm  |
| 2 | Capacity            | Upto 2,100 feet films   |
| 3 | Speed               | 24 / 25 fps transfer speed for image  |
| 4 | Sound Track systems | <ul style="list-style-type: none"> <li>• Should be capable of scanning Variable Amplitude and Variable Density Sound Tracks</li> <li>• Capability to read Magnetic Sound Tracks (4 Track Stereo / 6 Track Stereo)</li> </ul>  |
| 5 | Output              | Should be capable to provide output as '.WAV' file formats as per international standards and acceptable bit-depth and sampling rate. For equivalence or better, the International Association of Sound and Audiovisual Archives mentions a bit-depth of atleast 24 bit and sampling rate of upto 96 kHz. |

**Request for Proposal for Digitization of Film Content at NFAI**

**11.11 Compliance to Technical Specification of Scanner(s)**

**a. Picture Scanner**

| #  | Parameter      | Specifications   | Compliance (Yes / No) | Details to be provided |
|----|----------------|--|-----------------------|------------------------|
| 1  | Film formats   | 35 mm 2, 3, 4 - perforation (any perforation with sprocketless transport), 16 mm, super 16 mm, 8 mm, super 8 mm  |                       |                        |
| 2  | Imaging device | True 2K / True 4K / Native 8K resolution   |                       |                        |
| 3  | Illumination   | High power LEDs (R, G, B, IR) with long-term stability   |                       |                        |
| 4  | Optical system | Customizable lens with adjustable pitch and Autofocus / manual focus   |                       |                        |
| 5  | Resolutions    | HD, 2K, 4K, 6K, 8K   |                       |                        |
| 6  | Bit depth      | Above 10 bit / 16 bit  |                       |                        |
| 7  | Contrast Range | High Dynamic range   |                       |                        |
| 8  | Film transport | Mechanical / Optical pin registration, pin can be retracted.<br><br>Fully computerized transport with adjustable parameters (speed, ramping, tension), 2 PTRs optional: Sprocket – less cum pin registered transport |                       |                        |
| 9  | Shutter speed  | User adjustable: 0 m/s- 2.0 m/s  |                       |                        |
| 10 | Data formats   | DPX 10-bit log, 16-bit log & 16-bit linear TIFF 16-bit   |                       |                        |

**Request for Proposal for Digitization of Film Content at NFAI**

| #  | Parameter         | Specifications  | Compliance (Yes / No) | Details to be provided |
|----|-------------------|---|-----------------------|------------------------|
| 11 | Color calibration | Status M (negative) density, printing density, custom matrix, custom LUT, print film  |                       |                        |
| 12 | Workflow          | Customizable EDL, XML importer, Keycode based scanning  |                       |                        |
| 13 | Reel Handling     | <p>a. The scanner should be able to handle shrinkage of the films</p> <p>b. Must be able to provide over-scanning capabilities around 25% over - scan of full height 35mm in vertical to facilitate perforation over scanning and film rack bar height variation.</p> | c.                    | d.                     |

**b. Sound Scanner**

| # | Parameter           | Specification  | Compliance (Yes / No) | Details to be provided |
|---|---------------------|--|-----------------------|------------------------|
| 1 | Film formats        | 35 mm 2, 3, 4-perforation (any perforation with sprocket- less transport), 16 mm, super 16 mm, 8 mm and super 8 mm   |                       |                        |
| 2 | Capacity            | Upto 2,100 feet films  |                       |                        |
| 3 | Speed               | 24 / 25 fps transfer speed for image   |                       |                        |
| 4 | Sound Track systems | <ul style="list-style-type: none"> <li>• Should be capable of scanning Variable Amplitude and Variable Density Sound Tracks</li> <li>• Capability to read Magnetic Sound Tracks (4 Track Stereo / 6 Track Stereo)</li> </ul> |                       |                        |
| 5 | Output              | Should be capable to provide output as '.WAV' file formats as per international standards and acceptable bit-depth and sampling rate. For  |                       |                        |



## Request for Proposal for Digitization of Film Content at NFAI

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|  |  |   |  |  |
|--|--|---|--|--|
|  |  | equivalence or better, the International Association of Sound and Audiovisual Archives mentions a bit-depth of at least 24 bit and sampling rate of upto 96 kHz |  |  |
|--|--|---|--|--|

**Note:**

- 1. For evaluation purpose, 100% compliance shall be considered**
- 2. The Bidder shall be responsible to provide an option to scan / retrieve digital audio format (DTS / Dolby Digital / SDDS) prints**

**11.12 Manufacturers Authorization Form (MAF)**

(This form has to be provided by the OEMs of the products proposed)

Letter No. \_\_\_\_\_  
Date: \_\_\_\_\_

To,  
Officer on Special Duty,  
National Film Heritage Mission,  
National Film Archive of India,  
Law College Road,  
Pune – 411 004.

Subject: OEM Authorization Letter

Ref: RFP from NFAI Ref: 302 / 53 / 2017 – NFHM dated 20<sup>th</sup> May 2019

Dear Sir:

We who are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development facilities at (address of factory / facility) do hereby authorize M/s \_\_\_\_\_ (Name and address of Bidder / Prime Bidder) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and Services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

- a. Such Products as the Employer may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and

## **Request for Proposal for Digitization of Film Content at NFAI**

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- b. In the event of termination of production of such Products:
  - i. Advance notification to the Employer of the pending termination, in sufficient time to permit the Employer to procure needed requirements; and
  - ii. Following such termination, furnishing at no cost to the Employer, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said bidder / prime bidder to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name)

(Name of Manufacturer)

**Note:** This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it in original.



**11.14 Team composition**

**11.14.1 Project Team**

| <b>Name of Staff with qualification and experience</b> | <b>Area of Expertise</b> | <b>Position Assigned</b> | <b>Task Assigned</b> | <b>Time committed for the engagement</b> |
|--|--------------------------|--------------------------|----------------------|--|
|  |                          |                          |                      |  |
|  |                          |                          |                      |  |
|  |                          |                          |                      |  |
|  |                          |                          |                      |  |
|  |                          |                          |                      |  |

**11.14.2 International Experts**

| <b>#</b> | <b>Name of the Expert</b> | <b>Involvement for the NFAI project in number of days</b> | <b>Onsite involvement (at NFAI premises) in %</b> | <b>Offsite involvement in %</b> | <b>Responsibilities</b>                                      | <b>Number of trips to India</b> |
|----------|---------------------------|---|---|---------------------------------|--|---------------------------------|
|          |                           |   |   |                                 | Onsite:<br>1.<br>2.<br>3...<br>Offsite:<br>1.<br>2.<br>3.... |                                 |

**11.15 Curriculum Vitae Format**

|   |               |    |         |               |
|---|---------------|----|---------|---------------|
| Photo   | Name          |    |         |               |
|   | Position:     |    |         |               |
|   | Date of Birth |    |         |               |
|   | Education:    | •  |         |               |
| 4. Employment Record  | From          | To | Company | Position Held |
|   |               |    |         |               |
|   |               |    |         |               |
| 5. Brief Profile  | •             |    |         |               |
| 8. Countries of Work Experience   |               |    |         |               |
| 9. Languages  | •             |    |         |               |
| 10. 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"> <li>•</li> </ul> <p>Activities Performed:</p> <ul style="list-style-type: none"> <li>•</li> </ul> |               |    |         |               |

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.

\_\_\_\_\_  
*Date*\_\_\_\_\_

*Signature of staff member*  
*Year*

*Day / Month /*

**11.16 Commercial Proposal Format**

Date: \_\_\_\_\_ ,

Officer on Special Duty,  
National Film Heritage Mission,  
National Film Archive of India,  
Law College Road,  
Pune – 411 004.

Subject: Submission of the Commercial bid for Digitization of Films at NFAI

Dear Sir,

We, the undersigned, offer to provide the services for <<Title of Implementation Services>> in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Commercial Proposals). Our attached Commercial Proposal is for the per unit sum of <<Rs..... , Amount in words and figures>>. This amount is inclusive of the all applicable taxes.

**a. PRICE AND VALIDITY**

All the prices mentioned in our bid response are in accordance with the terms as specified in the RFP documents. We hereby confirm that our prices include all taxes. We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

**b. UNIT RATES**

We have indicated in the relevant forms enclosed, the unit rates and total amount for the purpose of account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

**c. COMPLIANCE**

We declare that all the services shall be performed strictly in accordance with the bid documents, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in the bid documents, other than those stated in deviation schedule, shall not be given effect to.

**d. TENDER PRICING**



## **Request for Proposal for Digitization of Film Content at NFAI**

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We further confirm that the prices stated in our bid are in accordance with your Scope of Work included in RFP documents

**e. QUALIFYING DATA**

We confirm having submitted the information as required by you in your bid document. In case you require any other further information/documentary proof in this regard before evaluation of our bid response, we agree to furnish the same in time to your satisfaction

**f. BID PRICE**

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated Commercial Bid attached with our Tender as part of the Tender.

**g. PERFORMANCE BANK GUARANTEE**

We hereby declare that in case the contract is awarded .to us, we shall submit the Performance Bank Guarantee (as per Annexure 11.7) of the RFP document # \_\_\_\_.

Our Commercial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal (Date)

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

We understand that our bid response is binding on us and that you are not bound to accept bids you receive.

Thanking you,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:\_\_\_\_\_

Address:\_\_\_\_\_

**11.17 Draft Agreement copy**

**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 President of India 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**

(a) 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 ;

(b) 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:

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

The General Conditions of Contract;

The Special Conditions of Contract;

The following Appendices:

## **Request for Proposal for Digitization of Film Content at NFAI**

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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:

- a) the Agency shall carry out and complete the Services in accordance with the provisions of the Contract; and
- b) 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.

Signed by -----

In presence of  
India

1. For and on behalf of the President of

[Name of “Employer”]

(Witnesses)

(i)

[Authorized Representative]

(ii)

**Request for Proposal for Digitization of Film Content at NFAI**

---

2. For and on behalf of [name of Agency]

In presence of

(Witnesses)

(i)

(ii) [Authorized Representative]

[Note: If the Agency consists of more than one entity, all these entities should appear as signatories, e.g., in the appear as signatories, eg, in the following manner:]

3. For and on behalf of each of the Members of the Agency.

[name of member]

[Authorized Representative]

4. [name of member]

[Authorized Representative]

**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:

- a) “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
- b) “Agency” means any private or public entity that will provide the Services to the “Employer” under the Contract.
- c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, which is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- d) “Day” means calendar day.
- e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- f) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.
- g) “GC” means these General Conditions of Contract.
- h) “Government” means the Government of India
- i) “Local Currency” means Indian Rupees.
- j) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- k) “Party” means the “Employer” or the Agency, as the case may be, and “Parties” means both of them.
- l) “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).
- m) “Reimbursable expenses” means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum

limits in the Contract].

- n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- o) "Services" means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.
- p) "Sub-Agency/s" means any person or entity to whom/which the Agency subcontracts any part of the Services.
- q) "Third Party" means any person or entity other than the "Employer", or the Agency.
- r) "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.

**1.5.2A** 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:

(i) “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;

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

(iii) “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;

(iv) “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**

(a) 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;

(b) 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:**

(a) 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.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

**2.7 Force Majeure**

**2.7.1 Definition**

(a) 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.

(b) Force Majeure shall not include

(i) 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

(ii) 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.

(c) 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) through (h) of this Clause GC 2.9.1.1

(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”.

(e) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(f) 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.

(g) 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.

(h) 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 (h).

**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 or GC 2.9.2 hereof, the “Employer” shall make the following payments to the Agency:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, 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 (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 or in Clause GC 2.9.2 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.

**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. AGENCYS' 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

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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.

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:

(a) 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.

(b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), 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. Miscellaneous provisions:**

(iii) "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.

(iv) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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.

(ix) 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.

(x) All claims regarding indemnity shall survive the termination or expiry of the



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Contract.

(xi) 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:

(Clauses in brackets { } are optional; all notes should be deleted in final text)

| SC Clause | Ref. of GC | Amendments of, and Supplements to, Clauses in the Clause General Conditions of Contract   |
|-----------|------------|---|
| 1.        | 1.5        | The addresses are:<br>1. "Employer" :<br>Attention :<br>Facsimile :<br>2. "Agency" :<br>Attention :<br>Facsimile :  |
| 2.        | 1.7        | {Lead Partner is [insert name of member]}<br>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. |

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| 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 approval of Agency’s proposals for appointment of specified key staff members, effectiveness of Employer Loan, receipt by Agency of advance payment and by “Employer” of advance payment guarantee (see Clause SC 6.4(a)), etc. If there are no effectiveness conditions, delete this Clause SC 2.1 from the SC.</p> |
| 5. | 2.2 | <p>The time period shall be [insert time period, e.g.: four months].</p>  |
| 6. | 2.3 | <p>The time period shall be [insert time period, e.g.: four months].</p>  |
| 7. | 2.4 | <p>The time period shall be [insert time period, e.g.: twelve months].</p>  |

|    |     |   |
|----|-----|---|
| 8. | 3.4 | <p>Limitation of the Agency’s Liability towards the “Employer”</p> <p>{Note: Proposals to introduce exclusions/limitations of the Agency’s liability under the Contract should be carefully scrutinized by Employers/”Employer”s. In this regard the parties should be aware of the Employer’s policy on this matter which is as follows:</p> <ol style="list-style-type: none"> <li>1. If the Parties agree that the Agency’s liability should simply be governed by the Applicable Laws of India, they should delete this Clause SC 3.4 from the SC.</li> <li>2. If the Parties wish to limit or to partially exclude the Agency’s liability to the “Employer”, they should note that, to be acceptable to the Employer, any limitation of the Agency’s liability should at the very least be reasonably related to (a) the damage the Agency might potentially cause to the “Employer”, and (b) the Agency’s ability to pay compensation using their own assets and reasonably obtainable insurance coverage. The Agency’s liability should not be limited to less than a multiplier of the total payments to the Agency/s under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Agency/s are liable only for the re-performance of faulty Services is not acceptable to the Employer. Also, the Agency’s liability should never be limited for loss or damage caused by the Agency’s gross negligence or willful misconduct.</li> </ol> |
| 9. | 3.5 | <p>The risks and the insurance coverage shall be as follows:</p>  |

|  |  |   |
|--|--|---|
|  |  | <p>(Note : Delete/modify whichever is not applicable)</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Agency or its Personnel or any Sub-Agency/s or their Personnel, with a minimum coverage of [insert amount and currency];</p> <p>(b) Third Party liability insurance, with a minimum coverage of [insert amount and currency];</p> <p>(c) Professional liability insurance to cover the employer against any loss suffered by the employer due to the professional service provided by the Agency, with a minimum coverage of [insert amount and currency];</p> <p>(d) Workers' compensation insurance in respect of the Personnel of the Agency and of any Sub-Agency/s, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Agency's property used in the performance of the Services, and (iii) any documents prepared by the Agency in the performance of the Services, by theft, fire or any natural calamity.</p> <p>Note: If there are no other actions, delete this Clause SC 3.6. If the Services consist of or include the supervision of civil works, the following action should be inserted:</p> <p>{taking any action under a civil works contract designating the</p> |
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|     |       | Agency as “Engineer”, for which action, pursuant to such civil works contract, the written approval of the “Employer” as “Employer” is required.}  |
| 10. | 4.6   | {The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.}<br>Note: If there is no such manager, delete this Clause SC 4.6.  |
| 11. | 5.1   | Note: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1.   |
| 12. | 6.1 b | The ceiling in local currency is: [insert amount and currency]   |
| 13. | 6.3   | [Delete whichever is not applicable]<br>1.For lump-sum contracts payment will be made based on milestones indicated for each activity as below:<br>Activity 1:<br><br>S No Milestone(Deliverables) Time Payment period for (as % of Submission the total |

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|  |  |   |                         |   |
|--|--|---|-------------------------|---|
|  |  |   |                         | service<br>cost   |
|  |  | 1   |                         |   |
|  |  | 2   |                         |   |
|  |  | 3   |                         |   |
|  |  | 4   |                         |   |
|  |  | Total   |                         |   |
|  |  | Activity 2:   |                         |   |
|  |  | S No  | Milestone(Deliverables) | Time<br>period for<br>Submission                        |
|  |  |   |                         | Payment<br>for (as % of<br>the total<br>service<br>cost |
|  |  | 1   |                         |   |
|  |  | 2   |                         |   |
|  |  | 3   |                         |   |
|  |  | 4   |                         |   |
|  |  | Total   |                         |   |
|  |  | <b>OR</b>   |                         |   |
|  |  | 2. For time based contracts remuneration will be paid on<br>monthly basis |                         |   |

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| 14. | 8.3 | The Arbitration proceedings shall take place in (indicate name of the city) in India. |
|-----|-----|---|

Binding signature of Employer Signed by

\_\_\_\_\_

(for and on behalf of the President of India)

Binding signature of Contractor Signed by

\_\_\_\_\_

(for and on behalf of \_\_\_\_\_ duly authorized vide Resolution No \_\_\_\_\_ dated \_\_\_\_\_ of the Board of Directors of \_\_\_\_\_)

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

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(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”).

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