

Request for Proposal

For

Selection of Bidder for Procurement & Supply
of Collections Management System
(Cataloguing Software) for all filmic and non-
filmic collections at NFDC-NFAI, Pune

Issued By

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

Table of Contents

Tender Notice.....	4
1 Schedule Details.....	5
2 Background.....	6
3 Instruction to Bidders.....	6
3.1 Completeness of Response	6
3.2 Proposal Preparation Costs.....	6
3.3 Signing of Communication with the NFDC-NFAI	7
3.4 Amendment of RFP Document	7
3.5 NFDC-NFAI's right to modify submission deadline	7
3.6 NFDC-NFAI's right to terminate the process	7
3.7 Preparation and Submission of Responses	7
3.8 Conflict of Interest.....	9
3.9 Cost of Bidding.....	10
3.10 Site visit and verification of information.....	10
3.11 Verification and Disqualification	11
3.12 Pre-bid conference/meeting.....	12
3.13 Clarifications	12
3.14 Amendment of RFP.....	12
3.15 Proposal response	13
3.16 Late Bids.....	13
3.17 Modifications / Substitution / Withdrawal of Bids.....	13
3.18 Tender Opening.....	13
3.19 Bid Validity	13
3.20 Incomplete Bids.....	13
3.21 Right to Accept Any Proposal and To Reject Any or All Proposal(s).....	14
3.22 Notification of Award.....	14
3.23 Contract Finalization and Award.....	14
3.24 Earnest Money Deposit (EMD).....	14
3.25 Performance Bank Guarantee	15
3.26 Signing of Contract.....	15
3.27 Failure to Agree with the Terms and Conditions of the RFP	16

3.28	Project time period.....	16
3.29	Force Majeure.....	17
4	Scope of Work	18
4.1	Scope of Work.....	18
4.2	Payment Terms.....	20
5	Pre-Qualification.....	22
5.1	Technical evaluation criteria	25
6	Evaluation of the Bidders.....	29
7	Fraud and corrupt practices.....	31
8	Miscellaneous	33
	Annexure I: Format for Pre-Bid Queries	34
	Annexure II: Letter for Bid	35
	Annexure III: Details of Bidder	38
	Annexure IV: Checklist for Document Submission	39
	Annexure V: Financial capacity of the Bidder	41
	Annexure VI: Project Citation Format.....	42
	Annexure VII: Non-blacklisting declaration	43
	Annexure VIII: Power of Attorney for Signing the Bid	44
	Annexure IX: Format of Commercial Proposal.....	46
	Annexure-X Performance Bank Guarantee	47
	Annexure XI Integrity Pact.....	49
	56
	Annexure XII: Draft Agreement.....	56
	Annexure XIII : CV Format.....	80

Tender Notice

TENDER NOTICE

Selection of Bidder for Procurement & Supply of Collections Management System (Cataloguing Software) for all filmic and non-filmic collections at NFDC-NFAI, Pune, Maharashtra, India

National Film Development Corporation of India - National Film Archive of India (NFDC-NFAI) intends to appoint an agency for Procurement & Supply of Collections Management System (Cataloguing Software) for all filmic and non-filmic collections at NFDC-NFAI, Pune, Maharashtra, India. The Successful Bidder shall be selected on the basis of Quality cum Cost Based System (QCBS) as mentioned in the tender documents.

More details about the bid submission procedure and the selection methodology are available in the Request for Proposal (RFP) document. NFDC-NFAI thereof invites bids from organizations having experience as envisaged in the Request for Proposal (RFP) document. Interested Bidders may download the RFP document in the electronic form only from <https://eprocure.gov.in/epublish/app>, <https://www.nfdcindia.com>, <https://www.nfai.nfdcindia.com> from 17/03/2025 onwards. The pre-bid meeting for the tender is scheduled on 02/04/2025 at NFDC-NFAI, Law College Road, Pune – 411 004, Maharashtra at 11:00 A.M.

Name of Work	EMD/Bid Security (INR)
Selection of Bidder for Procurement & Supply of Collections Management System (Cataloguing Software) for all filmic and non-filmic collections at NFDC-NFAI, Pune, Maharashtra, India	1,20,000

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

Ref. No. RFP/NFDC-NFAI/CMS/03/2025

Manager
(NFDC-NFAI)

1 Schedule Details

Sr. No	Particulars	Remarks
1	Release of RFP	17/03/2025
2	Submission of queries	31/03/2025 at 6:00 PM
3	Pre bid Meeting Date, Time and Venue	Date – 02/04/2025 Time –11:00AM Venue - NFDC-NFAI, Law College Road, Pune – 411 004, Maharashtra
4	Last date for submission of Bids/ Bid Due Date	08/04/2025 at 6:00 PM
5	Opening of Technical Proposal	11/04/2025 at 11:00 AM
6	Presentation of qualified Bidders	To be declared later
7	Opening of Commercial Proposal	To be declared later
8	Correspondence details	Shri. Jasbir Singh Baidwan Manager, NFDC-NFAI National Film Development Corporation of India - National Film Archive of India (NFDC-NFAI), Pune Email ID – nfaiadmin@nfdcindia.com

2 Background

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

NFDC-NFAI holds India’s largest collection of audio-visual and non-filmic material. At present, NFDC-NFAI faces significant challenges in cataloguing its extensive collection of audio-visual and non-filmic material. The absence of a comprehensive cataloguing software that caters to the diverse needs of various departments (Film, Paper/ Photo material/, Documents and Library), coupled with the reliance on traditional Excel sheets, hinders efficient cross-departmental collaboration. Additionally, the lack of a finding aid in the archives poses a considerable challenge for researchers. The primary objective of the Cataloguing software is to transition from the use of traditional Excel sheets to a unified, cross-sectional software that aligns with the cataloguing guidelines set forth by the International Federation of Film Archives (FIAP).

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

3 Instruction to Bidders

3.1 Completeness of Response

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

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

3.2 Proposal Preparation Costs

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

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

3.3 Signing of Communication with the NFDC-NFAI

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

3.4 Amendment of RFP Document

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

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

3.5 NFDC-NFAI's right to modify submission deadline

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

3.6 NFDC-NFAI's right to terminate the process

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

3.7 Preparation and Submission of Responses

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

- 1 First cover shall contain the original pre-qualification documents including the EMD. The cover should be clearly marked as the "Pre-qualification documents for Proposal for Selection of Bidder for Procurement & Supply of Collections Management Software (Cataloguing Software) for all filmic and non-filmic collections at NFDC-NFAI, Pune". The first page shall be the checklist as mentioned in Annexure IV and other documents as mentioned in RFP.
- 2 Second cover shall contain technical proposal document and cover should be clearly marked as the "Technical Proposal for Selection of Bidder for Procurement & Supply of Collections Management System (Cataloguing Software) for all filmic and non-filmic collections at NFDC-NFAI, Pune". This cover shall not contain any commercials related to the proposal. The first page shall be the checklist as mentioned in Annexure IV and other documents as mentioned in RFP.
- 3 Third cover shall contain original commercial proposal document and cover should be clearly marked as the "Commercial Proposal for Selection of Bidder for Procurement & Supply of Collections Management System (Cataloguing Software) for all filmic and non-filmic collections at NFDC-NFAI, Pune".
- 4 All three covers shall be in one large cover, sealed and signed clearly stating for "Proposal for Selection of Bidder for Procurement & Supply of Collections Management System (Cataloguing Software) for all filmic and non-filmic collections at NFDC-NFAI, Pune" and "Name and Address of the Bidder"

Note:

1. Commercial proposal must be submitted in third cover only and in case of any deviation will lead to disqualification of the bidder.
2. All the documents should be spiral or hard bound with proper index numbering. No loose papers would be accepted and could lead to disqualification.
3. The Bidder should ensure that all the required documents, as mentioned in this RFP are submitted along with the bid (in respective file) and in the prescribed format only. NFDC-NFAI will not accept delivery of Proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected. Non-submission of the required documents or submission of the documents in a different format / contents may lead to the rejections of the bid proposal submitted by the Bidder.
4. The Bid, as well as all correspondence and documents relating to the Bid, exchanged between Authority and the Bidder shall be written in English Language. Any printed literature furnished by the Bidder written in another language must be accompanied by a translation in the English Language duly authenticated by the Bidder.
5. The Bid shall be typed in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page. All alterations, omissions, additions, or any other amendments made to the Proposal shall be numbered and initialed by the person signing

the Proposal.

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

The correspondence pertaining to this RFP must be made with:

Manager, NFDC - National Film Archive of India

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

Email – nfaiaadmin@nfdcindia.com

3.8 Conflict of Interest

1. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Project implementation (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
2. The Authority requires that the Selected Bidder, at all times, hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Selected Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
3. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - a. the Bidder, its consortium member (the “Member”) or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - i. where any intermediary controlled by a person through management control or

otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on

- ii. a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty-six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
 - b. a constituent of such Bidder is also a constituent of another Bidder; or
 - c. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - d. such Bidder has the same legal representative as any other Bidder; or
 - e. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Bid of either or each of the other Bidder; or
 - f. there is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Selected Bidder will depend on the circumstances of each case. While providing services to the Authority for this particular assignment, the Selected Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - g. A bidder hired to implement Project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
4. A Bidder eventually appointed for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment.

3.9 Cost of Bidding

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

3.10 Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the NFDC-NFAI premises in Pune where the work is proposed to be carried out. Bidders may at their own expense visit the site and ascertain for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for carrying out the said work, access

to the site, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant by them. It shall be deemed that by submitting a Bid, the Bidder has:

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

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

3.11 Verification and Disqualification

NFDC-NFAI reserves the right to verify all statements, information and documents submitted by the Bidder in response to this RFP or the Bidding Documents and the Bidder shall, as and when required by NFDC-NFAI, make available all such information, evidence and documents which may be necessary for such verification. Any such verification, or absence of such verification, by NFDC-NFAI shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of NFDC-NFAI thereunder.

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

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

4. If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time.

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

3.12 Pre-bid conference/meeting

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

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

3.13 Clarifications

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

3.14 Amendment of RFP

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

3.15 Proposal response

Single bidder shall not submit more than one Bid for the Project. **Joint Venture/Consortium is not allowed.**

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

3.16 Late Bids

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

3.17 Modifications / Substitution / Withdrawal of Bids

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

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

Any alteration / modification in the Bid or additional information supplied subsequent to the bid submission date, unless the same has been expressly sought for by NFDC-NFAI, shall be disregarded.

3.18 Tender Opening

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

3.19 Bid Validity

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

3.20 Incomplete Bids

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

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

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

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

3.22 Notification of Award

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

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

3.23 Contract Finalization and Award

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

3.24 Earnest Money Deposit (EMD)

1. Bidders shall submit, along with their Prequalification Cover, Original Demand Draft of INR 1,20,000 only. The Account Payee Demand Draft must be in favor of “NFDC -

NATIONAL FILM ARCHIVE OF INDIA” payable at Mumbai, and should be valid for 3 months from the submission date of the Bidders Bids (Extension of validity must be done by bidders as per instruction of NFDC-NFAI).

2. EMD of all unsuccessful Bidders would be refunded by NFDC-NFAI within one month of the Bidder being notified of unsuccessful/Signing of Contract. The EMD of the successful Bidder would be returned upon the submission of Performance Bank Guarantee as per the format provided in Annexure X.
3. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any interest accrued on it.
4. The Bid submitted without EMD, as mentioned above, will be summarily rejected.
5. The EMD may be forfeited
 - a. If a Bidder withdraws its Bid during the period of Bid validity.
 - b. In case of a successful Bidder, if the Bidder fails to sign the Contract in accordance with this RFP.
6. Bid Security/EMD shall be applicable to all bidder except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department [or Startups as recognized by Department for Promotion of Industry and Internal Trade DPIIT]. Relevant documents to be submitted.
7. The bid security shall remain valid for a period of forty-five days beyond the bid validity period. Extension of DDs shall be done by the bidders as required.

3.25 Performance Bank Guarantee

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

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

3.26 Signing of Contract

After NFDC-NFAI notifies the successful Bidder that its Proposal has been accepted, NFDC-NFAI shall enter into a Contract, incorporating all clauses, Pre-Bid clarifications and the Proposal of the Bidder between NFDC-NFAI and the successful Bidder. The Draft Legal

Agreement is provided as a separate document as a template in Annexure XII and the same shall be signed with the selected Bidder. The Agreement is a draft and NFDC-NFAI may finalize the same after legal consultations, and for the benefit of the project, and it shall be binding on the Bidder. NFDC-NFAI reserves the right to amend the agreement as per requirement for beneficial of the Project, if any.

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

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

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

3.28 Project time period

NFDC-NFAI envisages the completion of the project within a timeframe of 5 months from the date of acceptance of work order. An Indicative Project Timeline has been given below:

T = Date of Acceptance of WO/LOA.

Timelines for Collections Management System (Cataloguing Software)

Sl. No.	Activity	Time Line
1	Signing of Agreement/MOU	T (Date of signing of Agreement)
2	Submission of prototype of the system	T + 8 weeks
3	Demo of the system	T + 10 weeks
4	Approval of the Features	T + 12 weeks
6	User Acceptance Test of Application	T + 14 weeks
7	Final Demo and Acceptance	T + 16 weeks
8	Go-Live	T + 18 weeks

9	Handover and final documentation	T + 20 weeks
10	Maintenance & Support	5 years

3.29 Force Majeure

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

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

4 Scope of Work

4.1 Scope of Work

- The bidder should procure Axiell or similar Collections Management System, hereinafter referred to as CMS, to catalog and manage the NFDC-NFAI's complete collection of filmic and non-filmic material which consists of but not limited to analog film reels, digitized films, LTO Tapes, magnetic tapes, optical medium, photos, paper collection, posters, sing booklets, audio recordings, scripts, books, legacy equipment etc.
- The CMS should have been preferably implemented by at least 5 or more FIAF affiliated international moving image archives or film archives in Europe and USA
- The CMS should comply as much as possible to The FIAF Moving Image Cataloguing Manual
- The CMS offered must be flexible and should be configured according to the needs of the users and the organization.
- The CMS should provide a separate public interface with requisite finding aids to make the catalogue publicly accessible including making available an end user interface which should be preferably linked to NFDC-NFAI website
- The CMS must be able to interact and deal with the existing databases and software at various departments of NFDC-NFAI
- The CMS to have the scalability option keeping the collection's expected growth in mind
- The CMS must be able to manage collections with at least 10 lakhs filmic and non-filmic archival assets.
- The CMS must support Multi-factor authentication (MFA) to prevent data access by an unauthorized third party.
- The CMS should offer at least creation of 4 users of the staff of NFDC-NFAI
- The CMS must support role-based access to ensure that a user through his assigned roles only has access to perform the tasks that the position requires.
- The CMS should have functionality for activities associated with the receipt and registration of acquisitions, including information about each acquisition, correspondence and other documentation relating to the acquisition, inspection/condition reports as well as general descriptions of the materials.
- The CMS should have functionality for internal material control in interaction with other inventory management systems, tracking and access to necessary information about physical objects in the collection management solution, including where the materials are, who is in possession of them, when the materials were loaned from the vaults, why they were loaned out.
- The CMS should have effective searchability options (Backend and front end) both

internal system-level free text searches and advanced field searches

- The CMS should have the feature of generating standard and customised reports, along with the option of extracting all the data
- The CMS should have functionality for recording and structuring metadata. Includes all types of metadata that describes contents and objects as well as documentation of relevant activities.
- The CMS should have functionality for managing rights associated with the materials in the collections and management of access to content and/or metadata. Rights include intellectual property rights, ownership rights, contracts, clauses, restrictions, licensing.
- The CMS should have functionality for user customisation.
- The CMS should have functionality for playback and access to digital files from the offered solution
- The CMS should have functionality for configuring the system, maintenance, quality-assuring content and other administrative functions.
- The CMS should have necessary data security features
- The selected bidder should provide system and operating documentation or manual of the CMS along with training material
- The selected bidder should provide one highly qualified international consultant (who is aware of archival cataloguing standards and data models, FIAF Cataloguing standards and have experience of more than 7 years working in moving image archive) for the initial set up and until complete migration of data
- The selected bidder should ensure that the all existing databases of NFDC-NFAI is migrated to the proposed CMS.
- NFDC reserves the right to recommend any additional customization as per the need of the archive
- The successful bidder should provide the maintenance & support for a period of 5 years.
- User Acceptance Testing (UAT)
 - The primary goal of Acceptance Testing is to ensure that the proposed Collections Management System meets requirements, standards, and specifications as set out in this RFP & by NFDC-NFAI and as needed to achieve the desired outcomes. The Bidder will prepare the UAT criteria document and sample data for UAT, and take approval from NFDC-NFAI, well in advance before start of the UAT process.
 - For UAT the test cases should be discussed, and the test data will have to be formally requested from NFDC-NFAI's users to ensure that each of the functions, user get real time feel of the application. This approach would also help in availing faster acceptance from NFDC-NFAI officials.
 - NFDC-NFAI reserves its right to undertake this exercise of Testing, Acceptance and Certification through a third party.

- The basic approach for UAT should ensure that the following are associated with clear and quantifiable metrics for accountability:
 - Functional requirements
 - Performance
 - Security
 - Manageability
 - SLA Reporting System
 - Project Documentation
 - Data Quality Review
- The selected bidder shall ensure a proper hands-on training to the team of NFDC-NFAI so as to make them well conversant with all the functionalities, features and processes built in Collections Management System (Cataloguing Software).
- Training shall be conducted at NFDC-NFAI, Pune. Training may be divided into multiple sessions as per the need and requirement of the project.
- The cost associated with Training manuals or documentation shall be borne by the selected bidder.
- All the training material shall be provided by the vendor in digital & hardcopy form.
- Maintenance & Support
 - The selected bidder shall provide offsite Annual Maintenance Support / Post Implementation Support (PIS) services for Collections Management System (Cataloguing Software) from the next day of Go-Live acceptance date for the period of Five (05) years.
 - The selected bidder shall be responsible for the overall administration, monitoring of application, maintenance, MIS generation, backup, recovery, etc. of the CMS & the related Database and ensure the desired uptime.

4.2 Payment Terms

Payments shall be made against invoices raised by the selected bidder as per the schedule below:

Sl. No.	Milestones	Payment
1	User Acceptance Test (UAT)	60%
2	Training to NFDC-NFAI Officials	10%
3	After Go-Live of Collections Management System, to be paid in 4 equated quarterly instalments (every three months during 1 st year of O&M)	30%

Sl. No.	Milestones	Payment
1	Payment of Maintenance and Support	Quarterly payment of yearly quoted price, at the end of each quarter.

- After completion of the milestone, the Selected Bidder shall raise the invoice in the format acceptable to the Authority along with the necessary supporting documents and payment for the same will be made after due verification of the submitted invoice and supporting documents.
- After completion of each payment milestone and approval thereto by the committee, payment will be released within 90 days from the date of approval of the committee.

5 Pre-Qualification

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

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

Sr. No	Parameter	Description	Documents Required
1	EMD	Original Demand Draft of INR 1,20,000	
2	Registration	The Bidder (all the consortium members, if consortium) must be either company registered under Companies Act 2013 or Partnership firms registered under LLP act 2008/ Indian Partnership Act, 1932 (Any subsequent amendment thereof) (Joint Venture/Consortium is not allowed)	In case of company, copy incorporation certificate and GST registration certificate and PAN to be submitted. In case of LLP, partnership deed and GST registration certificate and PAN to be submitted.
3	Cover Letter	Cover Letter to submit the bid & Details of Bidder	Annexure II & III
4	Turnover	The Bidder must have minimum average annual financial turnover generated INR 3 Crore for last 3 financial years (FY 2023-24, 2022-23, 2021-22)	<ul style="list-style-type: none"> • Certificate from Statutory Auditor / Chartered Accountant as per format mentioned in Annexure V • Audited Financial Statements
5	Net worth	The Bidder should have Positive Net worth for each of last three financial year. (FY 2023-24, 2022-23, 2021-22)	
6	Similar Work Experience	The bidder must have successfully executed/completed Similar Works over the last three years for Government Organization in India as mentioned below	Work Order + Completion Certificate (Or Phase Completion Certificate for ongoing work)

Sr. No	Parameter	Description	Documents Required
		<ul style="list-style-type: none"> • One similar completed work costing not less than INR .48 Cr or • Two similar completed works costing not less than INR .36 Cr Or (Cost of each similar work must be INR .36 Cr) • Three similar completed works costing not less than INR .3 Cr (Cost of each similar work must be INR .3 Cr) <p><i>Similar works shall mean Film Archival Cataloguing Software or Development of any Customized Application</i></p>	<p>from the client wherein all the details of the Similar Works (Including but not limited to value, time period, work undertaken) are mentioned for each Similar Work.</p> <p>Also, details of Similar Works to be submitted by the bidder as per format provided in annexure VI separately.</p> <p>Experience of sister organization and/or parent organizations and/or group organizations/ companies shall not be considered.</p> <p>In House Experience shall not be considered.</p> <p>NFDC-NFAI reserves all rights to verify the authenticity of the work orders/documents at any point of time and in case if any of the documents are found to be forged or non-genuine, the Bidder shall be liable for rejection / termination of contract followed by their blacklisting.</p> <p>Any work experience prior to 3 years from Bid Due Date (Last date of Bid Submission) shall not be considered. In case of ongoing works/project,</p>

Sr. No	Parameter	Description	Documents Required
			the amount of works successfully undertaken during the last 3 years must equal to or greater than the amount mentioned above. Relevant proofs must be submitted.
7	Certification	The Bidder must have valid CMMI 3 ¹ or above as on last date of submission of the bid.	Copy of valid certificates to be enclosed
8	Undertaking for not blacklisted	The lead bidder and consortium partner/s should not have been blacklisted by any of the State/Central Government or organizations of the State/Central Government in India in the past three years	Self-Declaration in this regard by the authorized signatory of the lead bidder and consortium partner to be provided as per Annexure VII
9	Integrity Pact	<ul style="list-style-type: none"> The bidder shall submit the integrity pact as per Annexure XI. 	
10	Manpower Strength	The Bidder must have 10 manpower resources having technical expertise in Software Development or Content Management System or Film Cataloging Application Development on its pay roll as on the last date of Bid Submission.	<p>A certificate issued by HR Head of the bidder mentioning name of the employee, educational qualification, and experience details to be submitted.</p> <p>CVs of the Employees as per format mentioned in the RFP</p>

Note: 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

¹ Should be verifiable on CMMI website - <https://cmminstitute.com/>

5.1 Technical evaluation criteria

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

Sr. No	Parameter	Description	Documents Required
1	Turnover	<p>Average annual financial turnover of the bidder for the last three years must be at least INR. 3 Cr</p> <p>For awarding marks, turnover shall be considered as follows:</p> <ul style="list-style-type: none"> • From INR. 3 Cr to less than or equal to INR 7 Cr = 10 marks • Greater than INR. 7 Cr to less than or equal to INR 10 Cr = 15 marks • More than INR 10 Cr = 20 marks 	<ul style="list-style-type: none"> • Certificate from Statutory Auditor/ Chartered Accountant as per format mentioned in Annexure V • Audited Financial Statements
2	Similar Work/Project Experience - 1	<p>Apart from PQ Criteria Sr. 6, The bidder should have completed projects as follows. Marks shall be awarded as follows.</p> <p>(1) 1 similar work/project (<i>apart from PQ criteria</i>) of value not less than INR 0.40 Cr – 5 marks</p> <p>(2) 2 similar works/projects (<i>apart from PQ criteria</i>) of value not less than INR 0.40 – 08 marks (Cost of each similar works /project must be at least INR 0.40 Cr)</p> <p>(3) 3 or more similar works/projects</p>	<p>All the documents to be submitted as per PQ Criterion Sr. No 6</p> <p>All conditions are same as PQ Criterion Sr. No 6.</p> <p>In case no project is available, the bidder will not be given any mark for this criterion.</p>

Sr. No	Parameter	Description	Documents Required
		(<i>apart from PQ criteria</i>) of value not less than INR 0.40 – 10 marks (Cost of each similar works /project must be at least INR 0.40 Cr)	
3	Similar Work Experience – 2	<p>Evaluation of total cost of Similar Work/Projects (<i>Including PQ Criteria</i>) executed by the Bidder.</p> <p>For awarding marks, total cost of Similar Work/Projects shall be considered as follows:</p> <ul style="list-style-type: none"> • From INR. 1 Cr to less than or equal to INR 3 Cr = 05 marks • Greater than INR. 3 Cr to less than or equal to INR 5 Cr = 08 marks • More than INR 5 Cr = 10 marks <p>The Projects having cost lesser than INR 0.40 Cr shall not be considered for computation of total cost of Similar Work/Projects.</p>	<p>All the documents to be submitted as per PQ Criterion Sr. No 6</p> <p>All conditions are same as PQ Criterion Sr. No 6.</p>
4	Certificates	<p>The Bidder shall have valid ISO 9001, ISO 20000 & ISO 27001 Certifications as on last date of submission of the bid</p> <p>For awarding marks, the following shall apply:</p> <ul style="list-style-type: none"> • Only 1 Certificate out 3 mentioned above – 5 Marks • 2 Certificates out 3 mentioned above – 8 Marks • 3 Certificates out 3 mentioned above – 10 Marks 	<p>Copy of Certificates</p> <p>In case no certificate is available, the bidder will not be given any mark for this criterion.</p>
5	CMMI Certificates	<p>The Bidder must have valid CMMI 3 or above as on last date of submission of the bid.</p> <p>For awarding marks, the following shall apply:</p> <p>Valid CMMI 3 – 5 Marks Valid CMMI 4 – 8 Marks Valid CMMI 5 or above – 10 Marks</p>	<p>Copy of valid certificates to be enclosed</p> <p>Certificates must be verifiable on CMMI website - https://cmmiinstitute.com/</p>

Sr. No	Parameter	Description	Documents Required
6	Availability of Key Personnel	<p>The Bidder must have at least 10 manpower resources having technical expertise in Software Development or Content Management System or Film Cataloging Application Development on its pay roll as on the last date of Bid Submission.</p> <p>Marks would be awarded as follows</p> <ul style="list-style-type: none"> • 10 to 15 Employee having said expertise – 5 Marks • 16 to 20 Employee having said expertise – 08 Marks • More than 20 Employee having said expertise – 10 Marks 	<p>A certificate issued by HR Head of the bidder mentioning name of the employee, educational qualification, and experience details to be submitted.</p> <p>CVs of the Employees as per format mentioned in the RFP</p>
5	Approach and Methodology	<p>The bidder must present on the below mentioned points to Bid Evaluation Committee (BEC) which will be constituted by NFDC-NFAI.</p> <p>(1) Proposed Specification (2) Applicable national and International standards and its details (3) Scope understanding and proposed workplan (4) Implementation Timelines</p> <p>Max Marks - 30</p>	<p>Date, time and venue of Presentation shall be communicated to the bidders separately.</p> <p>The Proposed plan will be evaluated and the same must be implemented.</p>

Note:

If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria,

the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

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

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

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

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

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

6 Evaluation of the Bidders

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

- a. The score secured based on evaluation of the Technical Bid as above shall be the Technical Score of the Bidder. Only those Bidders who score a minimum of 70 marks in the Technical Evaluation (as per clause 5.1) shall be considered for further evaluation. Based on Total Technical Score, Relative Technical Score shall be computed.

- b. Based on the Total Technical Score, the Relative Technical Score (X), only for the qualifying bidders, will be calculated as below:

‘X’ of the qualifying Bidder = [(Technical Score of Bidder) / (The Technical Score achieved by the Bid that was scored highest among all bids which cleared the prequalification stage)] X100

- c. The commercial quote shall be evaluated on the basis of total cost offered by the Bidder for the RFP. If there is a discrepancy between words and figures, the amount in words shall prevail.

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

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

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

- e. Final Composite Score of the Bidders shall be computed considering the Relative 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 Relative Technical score of the qualifying Bidder

Y = Total Relative Commercial Score of the qualifying Bidder

All marks calculations shall be done to 2 (two) decimal places, with the third digit of

5 (five) or above being rounded up and below 5 (five) being rounded down.

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

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

- h. In case the Bidder with the Highest Composite Score, is not able to accept/undertake the work, an offer at the sole discretion of NFDC-NFAI shall be made to the Bidder with Second Highest Composite Score.

7 Fraud and corrupt practices

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

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

8 Miscellaneous

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

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

Annexure I: Format for Pre-Bid Queries

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

Annexure II: Letter for Bid

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

Date:

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

Subject: Bid for Selection of Bidder for Procurement & Supply of Collections Management System (Cataloguing Software) for all filmic and non-filmic collections at NFDC-NFAI, Pune

Dear Sir,

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

1. I/ We acknowledge that NFDC-NFAI will be relying on the information provided in the Bid and the documents accompanying the Bid for the aforesaid Project, and I/we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. The Bid is being submitted and submissions in this letter are being made for the express purpose of qualifying as a Successful Bidder for the aforesaid Project.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/ We declare that:
 - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by NFDC-NFAI; and
 - b. I/ We do not have any conflict of interest as mentioned in the RFP document; and

- c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with NFDC-NFAI or any other public sector enterprise or any government, Central or State; and
 - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - e. the undertakings given by us along with the Bid in response to the RFP for the Project were true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
- 7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with provisions the RFP document.
 - 8. I/ We believe that we satisfy & meet all the requirements as specified in the RFP document.
 - 9. I/ We declare that we, or our/ its Associates are not a Member of a/ any other bidder submitting a Bid for the Project.
 - 10. I/ We certify that we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 - 11. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheet by any agency of the Government or convicted by a Court of Law.
 - 12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
 - 13. I/We understand that the Successful Bidder shall be required to follow the procedure in accordance with the RFP prior to execution of the Agreement.
 - 14. I/We hereby irrevocably waive any right, which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Authority in connection with the selection of Bidders or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
 - 15. I/We agree and undertake to abide by all the terms and conditions of the RFP.
 - 16. I/We agree and undertake to be severally liable for all our obligations under the Agreement as per the provisions set out therein.

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

Date:

Place:

(Signature, name and designation of the Authorised signatory)

Name and seal of Bidder

Annexure III: Details of Bidder

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

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

Annexure IV: Checklist for Document Submission

Checklist for Prequalification

Sr. No	Parameter	Documents Required	Submitted (Yes / No)	Proposal page number
1	EMD	Original DD - EMD		
2	Registration	In case of company, copy incorporation certificate and GST registration certificate and PAN to be submitted. In case of LLP, partnership deed and GST registration certificate and PAN to be submitted.		
3	Cover Letter	Annexure II & III		
4	Turnover	<ul style="list-style-type: none"> • Certificate from Statutory Auditor/Chartered Accountant as per format mentioned in Annexure V • Audited Financial Statements 		
5	Net worth			
6	Similar Work /Project Experience	Work Order + Completion Certificates Issued by Client. Also, details of projects to be provided as per format provided in annexure VI.		
7	Valid Certification	Copy of valid certificates to be enclosed		
8	Undertaking for not blacklisted	Self-Declaration in this regard by the authorized signatory of the bidder and consortium partner to be provided as per Annexure VII		
9	Power of Attorney and Joint Bidding Agreement	Power of Attorney As per Annexure VIII (Notarised)		
10	Integrity Pact	As per Annexure XI		
11	Manpower Strength	A Certificate issued by HR Head mentioning name of the employee, educational qualification, and experience details & CV Annexure XIII to be submitted.		

Checklist for Technical Qualification

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

Annexure V: Financial capacity of the Bidder

Sr. No	Financial Year	Turnover (INR. in Crore)	Net Worth (INR. in Crore)
1	2023-24		
2	2022-23		
3	2021-22		

Certificate from Statutory Auditor/ Chartered Accountant

This is to certify that (Name of the Bidder) has Turnover generated & Networth shown above against the respective years.

Name of the Chartered Accountant firm:

Seal of the Chartered Accountant firm

Date:

(Signature, name and designation of the authorized signatory)

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

Annexure VI: Project Citation Format

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

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

Separate sheet to be attached for each project

Annexure VII: Non-blacklisting declaration

Date:

To,

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

Subject: Undertaking for Selection of Bidder for Procurement & Supply of Collections Management System (Cataloguing Software) at NFDC-NFAI, Pune, Maharashtra, India.

Respected Sir,

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

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

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

Annexure VIII: Power of Attorney for Signing the Bid

(To be executed on stamp paper of INR 500)

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of..... and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our Bid for Selection of Bidder for Procurement & Supply of Collections Management System (Cataloguing Software) at NFDC-NFAI, Pune, Maharashtra, India (“Project”) pursuant to the RFP dated [] (“RFP”) issued by the National Film Development Corporation (NFDC) - National Film Archive of India (NFAI) and for our selection as Successful Bidder including but not limited to signing and submission of all Bids and other documents and writings, participate in pre-bid conferences and other conferences and providing information/responses to NFDC_NFAI, representing us in all matters before NFDC-NFAI, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with NFDC-NFAI in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the NFDC-NFAI.

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

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

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

For

(Signature)

(Name, Title and Address)

Witnesses:

(Notarised)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

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

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

Annexure IX: Format of Commercial Proposal

#	Items	Quantity	Unit	Unit Rate	Total Cost
A	B	C		D	E = CxD
1	Procurement & Supply of Collections Management System (Cataloging Software)	1	Lump sum		
2	Per Year Maintenance & Support Cost	5	Year		
	Grand Total in Numbers				
	Grand Total Amount (T) in Words (This figure shall be used for evaluation of financial proposal)				

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

Authorized Signature:

Name and Title of Signatory:

Name of Firm: _____

Address: _____

Annexure-X Performance Bank Guarantee

To

NFDC-NFAI

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

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

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

Signature and Seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

Annexure XI Integrity Pact

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

AND

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

WHEREAS the Authority proposes to Selection of Bidder for Procurement & Supply of Collections Management System (Cataloguing Software)_at NFDC-NFAI, Pune, Maharashtra, India and the BIDDER is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

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

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

Commitments of the AUTHORITY

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

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

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

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

Commitments of the BIDDER

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

3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the AUTHORITY, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the AUTHORITY or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.

3.3. BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.4. The BIDDER further confirms and declares to the AUTHORITY that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the AUTHORITY or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.5. The BIDDER, either while presenting the bid or during pre-contract negotiations or before

signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the AUTHORITY or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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

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

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

exclusion from the tender process.

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

5. Earnest Money (EMD)

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

6. Sanctions for Violations

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

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

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

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

7. Fall Clause

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

8. Independent Monitors

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

<Name>

<Address>

<Contact details>

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

9. Facilitation of investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1. The validity of this Integrity Pact shall be from date of its signing and extend upto <X

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

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

The parties hereby sign this Integrity Pact at _____ on _____

Authority

BIDDER

Name of Officer

Authorised Signatory

Designation

Dept/Ministry/PSU

In Presence of

In Presence of

1

2

.Annexure XII: Draft Agreement

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 through General Manager (P&A), of National Film Development Corporation - National Film Archive of India, Ministry of Information and Broadcasting, Government of India, (office address), (hereinafter called the “Employer”), of the First Part and, [name of Bidder / prime bidder] (hereinafter called the “Agency”) of the Second Part.

WHEREAS

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

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

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

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

General Conditions of Contract;

Special Conditions of Contract;

The following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing schedule

Appendix D: Cost Estimates

Appendix E: Duties of the “Employer”

Appendix F: Duties of the Agency

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

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

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

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

Authority

BIDDER

Name of Officer

Authorised Signatory

Designation

Dept/Ministry/PSU

In Presence of

In Presence of

1

2

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1. Definitions

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

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

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

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

1.2. Relationship between the Parties

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

1.3. Law Governing Contract

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

1.4. Headings

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

1.5. Notices

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

1.6. Location

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

1.7. Authority of PRIME BIDDER

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

1.8. Authorized Representatives

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

1.9. Taxes and Duties

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

1.10. Fraud and Corruption

1.10.1. Definitions

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

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

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

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

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

execution of a contract;

1.10.2. Measures to be taken by the Employer

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

1.10.3. Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1. Effectiveness of Contract:

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

2.2. Termination of Contract for Failure to Become Effective

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

2.3. Commencement of Services

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

2.4. Expiration of Contract

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

2.5. Entire Agreement

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

2.6. Modifications or Variations

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

2.7. Force Majeure

2.7.1. Definition

- 1) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- 2) Force Majeure shall not include
 - a. any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Agencies or agents or employees, nor
 - b. any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 3) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or

inability to make any payment required hereunder.

2.7.2. No Breach of Contract

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

2.7.3. Measures to be Taken

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

2.8. Suspension

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

2.9. Termination

2.9.1.1. By the “Employer”:

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

- a) If the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.

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

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

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

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

has not remedied the same within forty-five (45) days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by the “Employer” of the Agency’s notice specifying such breach.

- 2.9.3. **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Agency’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.
- 2.9.4. **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the “Employer”, the Agency shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.
- 2.9.5. **Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.9.1.1 or GC 2.9.1.2 hereof, the “Employer” shall make the following payments to the Agency:
- a) If the Contract is terminated pursuant to Clause 2.9.1.1 (g), (h) or 2.9.1.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
 - b) If the agreement is terminated pursuant of Clause 2.9.1.1 (a) to (f), the Agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Agency will be required to pay any such liquidated damages to client within 30 days of termination date.
- 2.9.6. **Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1.1 or in Clause GC 2.9.1.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE AGENCY

3.1. General

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

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

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

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

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

3.3. Confidentiality: Except with the prior written consent of the “Employer”, the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and its Personnel make public the recommendations formulated in the course of, or as a result of, the

Services.

- 3.4. Insurance to be Taken out by the Agency: The Agency (i) shall take out and maintain, and shall cause any Sub-Agency/s to take out and maintain insurance, at their (or the Sub-Agency/s', as the case may be) own cost but on terms and conditions approved by the "Employer", insurance against the risks, and for the coverages specified in the SC, and (ii) at the "Employer's request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 3.5. Accounting, Inspection and Auditing: The Agency (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer" or the Employer, if so required by the "Employer" or the Employer as the case may be.
- 3.6. Agency's Actions Requiring "Employer's Prior Approval: The Agency shall obtain the "Employer's prior approval in writing before taking any of the following actions:
 - (a) Any change or addition to the Personnel listed in Appendix C.
 - (b) Subcontracts: the Agency may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Agency shall always retain full responsibility for the Services. In the event that any Sub-Agency/s are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Agency to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.
- 3.7. Reporting Obligations: The Agency shall submit to the "Employer" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.8. Documents Prepared by the Agency to be the Property of the "Employer": All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Agency and third parties for purposes of development of any such computer programs, the Agency shall obtain the "Employer's prior written approval to such

agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9. Equipment, Vehicles and Materials Furnished by the “Employer”: Equipment, vehicles and materials made available to the Agency by the “Employer”, or purchased by the Agency wholly or partly with funds provided by the “Employer”, shall be the property of the “Employer” and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Employer’s instructions. While in possession of such equipment, vehicles and materials, the Agency, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.

3.10. Equipment and Materials Provided by the Agencies: Equipment or materials brought into the Government’s country by the Agency and the Personnel and used either for the Project or personal use shall remain the property of the Agency or the Personnel concerned, as applicable.

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

4.1. General: The Agency shall employ and provide such qualified and experienced Personnel and Sub-Agency/s as are required to carry out the Services.

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

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

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the “Employer” and the Agency. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3. Approval of Personnel: The Key Personnel and Sub-Agency/s listed by title as well as by name in Appendix C are hereby approved by the “Employer”. In respect of other Personnel

which the Agency proposes to use in the carrying out of the Services, the Agency shall submit to the “Employer” for review and approval a copy of their Curricula Vitae (CVs). If the “Employer” does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the “Employer”.

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

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

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

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

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

5. OBLIGATIONS OF THE “EMPLOYER”

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

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

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

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

6. PAYMENTS TO THE AGENCY

6.1. Total Cost of the Services

- a) The total cost of the Services payable is set forth in Appendix D as per the Agency’s proposal to the Employer and as negotiated thereafter.
- b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.
- c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Agency in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case

may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

- 6.2. Currency of Payment: All payments shall be made in Indian Rupees.[In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]
- 6.3. Terms of Payment The payments in respect of the Services shall be made as follows:
- a) The Agency shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 13.
 - b) Once a milestone is completed, the Agency shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the Agency without further delay.
 - c) Final Payment: The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Agency and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Agency specifying in detail deficiencies in the Services, the final report or final statement. The Agency shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Agency to the "Employer" within thirty (30) days after receipt by the Agency of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.
 - d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the Agency and the Agency has made presentation to the PMC / Employer (Mention this if presentation is required) with / without modifications to be communicated in writing by the Employer to the Agency.
 - e) If the deliverables submitted by the Agency are not acceptable to the Employer / PMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the Agency. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the Agency only after it re-submits the deliverable and which is accepted

by the Employer.

- f) All payments under this Contract shall be made to the accounts of the Agency specified in the SC.
- g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Agency of any obligations hereunder, unless the acceptance has been communicated by the Employer to the Agency in writing and the Agency has made necessary changes as per the comments / suggestions of the Employer communicated to the Agency.
- h) In case of early termination of the contract, the payment shall be made to the Agency as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Agency shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Agency in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

- 7.1. Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 7.2. Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

- 8.1. Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party,

clause GC 8.2 shall become applicable.

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

9. LIQUIDATED DAMAGES

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

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

The liquidated damages shall be applicable under following circumstances:

- (b) If the deliverables are not submitted as per schedule as specified in SC 13, the Agency shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
- (c) the deliverables are not acceptable to the Employer as mentioned in Clause ____, and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Agency shall be liable for Liquidated Damages for an amount equal to [0.5%] of total cost of the services for every week or part thereof for the delay.

10. DATA CONFIDENTIALITY

- 10.1. The Employer shall allow the Agency to review and utilize confidential public records and the Agency shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- 10.2. Additionally, the Agency shall keep confidential all the details and information with regard

to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.

10.3. The Employer shall retain all rights to prevent, stop and if required take the necessary punitive action against the Agency regarding any forbidden disclosure.

10.4. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

10.4.1. information already available in the public domain;

10.4.2. information which has been developed independently by the Agency;

10.4.3. information which has been received from a third party who had the right to disclose the aforesaid information;

10.4.4. Information which has been disclosed to the public pursuant to a court order.

10.5. To the extent the Agency shares its confidential or proprietary information with the Employer for effective performance of the Services, the provisions of the Clause 10.1 to 10.3 shall apply mutatis mutandis on the Employer.

10.6. Any handover of the confidential information needs to be maintained in a list, both by Employer & Agency, containing at the very minimum, the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.

10.7. The Agency will have to sign the integrity pact & Non-Disclosure Agreement (NDA).

11. MISCELLANEOUS PROVISIONS:

a) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

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

c) The Agency shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

d) Each member/constituent of the Agency, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Agency/s under the Contract.

e) The Agency shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

f) The Agency shall at all times indemnify and keep indemnified the

Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.

- g) The Agency shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- h) All claims regarding indemnity shall survive the termination or expiry of the Contract
- i) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Agency) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

III. Special Conditions of Contract:

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

SC Clause	Ref. of GC	Amendments of, and Supplements to, Clauses in the Clause General Conditions of Contract
		one entity, this Clause SC 1.8 should be deleted from the SC.
3	1.8	The Authorized Representatives are: For the “Employer”: For the Agency:
4	2.1	{The effectiveness conditions are the following: [insert conditions]} Note: List here any conditions of effectiveness of the Contract 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.
5	2.2	The time period shall be [insert time period, e.g.: XX].
6	2.3	The time period shall be [insert time period, e.g.: XX].
7	2.4	The time period shall be [insert time period, e.g.: XX].
8	3.4	The Goods, Equipment and Infrastructure supplied under this Contract shall be comprehensively insured by

SC Clause	Ref. of GC	Amendments of, and Supplements to, Clauses in the Clause General Conditions of Contract
		<p>Agency at its own cost, against any loss or damage, for the entire period of the contract. Agency shall submit to Employer, documentary evidence issued by the insurance company, indicating that such insurance has been taken.</p> <p>Agency shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods and also the charges like transportation charges, Octroi, etc. that may be applicable till the goods, equipment, infrastructure are delivered at the respective sites of installation shall also be borne by Agency.</p> <p>Agency shall take out and maintain at its own cost, on terms and conditions approved by Employer, insurance against the risks, and for the coverages, as specified below:</p> <p>At Employer's request, shall provide evidence to Employer showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.</p> <p>Employer's liability and workers' compensation insurance in respect of the Personnel of the Company, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate</p>
9	4.6	<p>{The person designated as resident project manager in Appendix C</p> <p>shall serve in that capacity, as specified in Clause GC 4.6.}</p> <p>Note: If there is no such manager, delete this Clause SC 4.6.</p>
10	5.1	<p>Note: List here any changes or additions to Clause GC 5.1. If there</p> <p>are no such changes or additions, delete this Clause SC</p>

SC Clause	Ref. of GC	Amendments of, and Supplements to, Clauses in the Clause General Conditions of Contract		
		5.1.		
11	6.1 b	The ceiling in local currency is: [insert amount and currency]		
12	6.3	Milestones		
		Sr. No	Milestone/Deliverables	Time period for Submission Payment (as % of the total Cost)
13	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 NFDC-NFAI)

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

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

APPENDIX D – Total COST OF SERVICES (in INR)

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

APPENDIX E - DUTIES OF THE “EMPLOYER”

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

Annexure XIII : CV Format

Photo	Name			
	Position:			
	Date of Birth			
	Education:			
Employment Record	From	To	Company	Position Held
Brief Profile				
Countries of Work Experience				
Languages				
Work Undertaken that Best Illustrates Capability to Handle the Task Assigned				
Nature of Work:				
Year:				
Location:				
Company:				
Position Held:				
Main features:				
•				
Activities Performed:				

-

Nature of Work:

Year:

Location:

Company:

Position Held:

Main features:

-

Activities Performed:

-

Nature of Work:

Year:

Location:

Company:

Position Held:

Main features:

-

Activities Performed:

-

Certification

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

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

Name: _____

Signature

Date _____