

**NATIONAL FILM DEVELOPMENT CORPORATION
A GOVERNMENT OF INDIA ENTERPRISE**

**REQUEST FOR PROPOSAL (RFP) FOR
ENGAGEMENT OF FILM PRODUCER/AGENCY
FOR PRODUCTION OF PROMOTIONAL FILMS FOR
DEPARTMENT OF TOURISM DEVELOPMENT, LAKSHADWEEP ADMINISTRATION**

**RFP NO. NFDC/LA-DTD/2019-20/002
DATE: 26th OCTOBER 2019**



NATIONAL FILM DEVELOPMENT CORPORATION (NFDC)
NEW DELHI

Request for Proposal ("**RFP**") from FILM PRODUCERS/AGENCIES ("**AGENCY**") for production of promotional films on behalf of Department of Tourism Development, Lakshadweep Administration, Government of India.



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DISCLAIMER

This request for RFP is an invitation by National Film Development Corporation (NFDC), Public Sector Enterprise under Government of India, but not an offer, to receive responses from eligible interested FILM PRODUCERS/AGENCIES for partnering with NFDC for production of promotional films on behalf of Department of Tourism Development, Lakshadweep Administration, Government of India.

No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed between NFDC and the bidder concerned.

This RFP is being issued with no financial commitment and NFDC reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the same at any stage, without assigning any other reason.



Schedule for Submission of RFP for FILM PRODUCERS/AGENCIES

Event	Date
Availability of RFP Document	26 th October 2019 (Saturday)
Pre-Bid Meeting	30 th October 2019 (Wednesday) at 11:00 AM
Last date and Time for submission of completed RFP document	1 st November 2019 (Friday) at 5:30 PM
Opening of Technical Bid and Evaluation for Pre qualification	4 th November 2019 (Monday) at 09:30 AM
Presentation and shortlisting for Financial Bid	4 th November 2019 (Monday) at 12:00 PM
Opening of financial Bid	4 th November 2019 (Monday) at 04:00 PM

The RFP document can be downloaded from the website <http://www.nfdcindia.com/> or <http://eprocure.gov.in>. Alternatively, the document can also be obtained in person from **National Film Development Corporation (NFDC), 4th Floor Sookna Bhavan, Phase-I, CGO Complex, New Delhi- 110003** on any working day between 0930 to 1730 hours from 26th October 2019 to 31st October 2019.

The completed application (response document), containing two hard copies (printed, signed and bound copies) and one soft copy (on a non-rewriteable CD/DVD/USB Flash Drive – An MS Word document (compatible with MS Word 2003 or above) or an Adobe Acrobat PDF (compatible with Adobe Acrobat Reader 3.0 or higher) of the RFP, should be submitted in two-bid system of Technical & Financial Bids in two separate and sealed envelopes to be marked as **“Technical Proposal”** & **“Financial Proposal”** respectively.

Both the proposals are to be kept in a bigger sealed envelope super scribed with the title - **“Techno-Financial Bid for production of promotional films for Lakshadweep Tourism”**, before the last date and time at the following address:

**National Film Development Corporation (NFDC),
4th Floor Sookna Bhavan,
Phase-I, CGO Complex,
New Delhi- 110003**

Late Applications: Any application received after the last date and time for submission for the same, i.e., **1st November 2019 (Friday) at 5:30 PM**, shall not be accepted. Applications received after the last date and time shall be summarily rejected and returned unopened.



NOTICE INVITING PROPOSAL

(National Film Development Corporation) NFDC,
4th Floor Sookhna Bhavan, Phase-I, CGO Complex, New Delhi- 110 003

Request for Proposal (RFP) are invited from experienced and reputed FILM PRODUCERS/AGENCIES for production of promotional films on behalf of Department of Tourism Development, Lakshadweep Administration, Government of India.

A pre-bid meeting will be held on 30th October 2019 (Wednesday) at 11:00 AM at the NFDC New Delhi office, for clarifications, if any, on the RFP document.

The last date for submission of completed proposal for the AGENCY as prescribed, in a separate sealed cover super-scribed **"Techno- Financial Bid for production of promotional films for Lakshadweep Tourism"**, before **1st November 2019 (Friday) at 5:30 PM.**

Technical Bids would be opened on **4th November 2019 (Monday) at 09:30 AM** in the presence of available applicants or their representatives. The proposals will be evaluated in accordance with the pre-qualification and evaluation criteria to shortlist bidders as prescribed in the RFP document for **opening of financial bids on 4th November 2019 (Monday) at 04:00 PM, at**

NFDC,
4th Floor,
Sookhna Bhavan, Phase-I,
CGO Complex,
New Delhi- 110 003.



DEFINITIONS

"RFP" means Request for Proposal

"NFDC" means National Film Development Corporation

"Applicant" means a reputed Indian FILM PRODUCERS/AGENCIES having requisite experience in Film and Television Commercial production industry, who has applied for the RFP for partnering with the NFDC for **"production of promotional films for Lakshadweep Tourism"**

"Application" means the RFP submitted by an Applicant in the prescribed format

"Films" means Television Commercial, Documentary, or any other audio-visual production

"AGENCY" means the FILM PRODUCERS/AGENCIES

"END CLIENT" means the Department of Tourism Development, Lakshadweep Administration, Government of India.



**Request for Proposal to produce promotional films on behalf of
Department of Tourism Development, Lakshadweep Administration, Government of India**

SUMMARY

This Request for Proposal (RFP) consists of five parts as indicated below: -

- Part I:** The first part consists of the general requirement. It includes procedure and last date and time for submission of offers, opening of bids and other details.
- Part II:** The second part of the RFP incorporates technical details, describing various aspects related to production of promotional films for Lakshadweep Tourism on behalf of Department of Tourism Development, Lakshadweep Administration, Government of India
- Part III:** The third part defines the criteria for evaluation and acceptance of technical bid.
- Part IV:** The fourth part of RFP consists of the financial aspects & payment terms. It also includes standard contract terms along with special contractual conditions, if any.
- Part V:** The fifth part defines the criteria for evaluation of financial proposal and method of calculation of Combined & Final evaluation.



Part I

General Information/Conditions

1. Introduction:

The National Film Development Corporation Ltd. (NFDC), a Government of India Enterprise under the Ministry of Information & Broadcasting, is mandated and engaged in producing and executing 360-degree communications for Government clients. In the past ten years, NFDC has rendered services to more than 150 Ministries/ Departments/ Government Institutions.

2. NFDC proposes to engage an AGENCY of repute for production of promotional films for Lakshadweep Tourism on behalf of Department of Tourism Development, Lakshadweep Administration, Government of India (END CLIENT).

3. SCOPE OF WORK:

NFDC on behalf of the End Client would like to produce promotional films for Lakshadweep Tourism under the aegis of the Department of Tourism Development, Lakshadweep Administration, Government of India.

Details of the scope of work are given in Annexure I.

Note – 1

- a) While the above requirements have been worked out taking into consideration the brief provided by the END CLIENT, The AGENCY should be in a position to cater to any change in requirement and the proposal should be worked out accordingly.

4. AMENDMENT OF RFP DOCUMENT:

At any time prior to the deadline for submission of Applications, NFDC either on its own or on request of the applicants may amend the RFP Document by issuing an addendum. To give the Applicants reasonable time to take an addendum into account in preparing their Applications, NFDC may, at its sole discretion, extend the deadline for the submission of Applications. Applicants may check the NFDC website <http://www.nfdcindia.com> or <http://eprocure.gov.in> for any such amendments from time to time.

5. CLARIFICATIONS TO RFP / PRE-BID MEETING:

The Applicants may seek clarifications through email at the following email id: creativewing@nfdcindia.com regarding the RFP document on or before 31st October 2019 by 4:00 PM. The subject line for the email should be formatted as follows: “Pre-Bid Query for AGENCY for Lakshadweep Tourism”. NFDC shall respond in writing to any such request for clarifications by email at the earliest. There shall be a pre-bid meeting on 30th October 2019 (Wednesday) at 11:00 AM. at the NFDC, New Delhi office.



6. VALIDITY OF RFP RESPONSE:

The RFP response submitted by the Applicants shall be valid for a period of 6 (Six) months after the date of RFP response opening, prescribed in this document. A RFP response valid for shorter period may be rejected as non-responsive. NFDC may solicit Applicants' consent to an extension of RFP response validity.

7. TENDER FEE:

- a. Rs.10,000/- (Rupees Ten Thousand only) Non-Refundable Tender Fee in the form of DSM And Draft in favor of National Film Development Corporation, payable at New Delhi.
- b. Tender Documents submitted without the requisite tender fee shall not be considered for evaluation and will be rejected out rightly.

8. EARNEST MONEY DEPOSIT (EMD)

An EMD of Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand only) in the form of a Demand Draft payable at New Delhi drawn in favor of "National Film Development Corporation" valid till 6 (six) months must be submitted along with the Proposal.

In case the same is not furnished by the AGENCY at the time of the submission of the bid, the tender is liable to be summarily rejected and no further correspondence in this regard shall be entertained. The EMD will be returned to unsuccessful bidders without interest within 7 (Seven) working days from the date of signing of contract with successful bidder. EMD of successful bidder will be returned within 7 (seven) working days of receipt of performance Bank Guarantee from the AGENCY.

SUBMISSION OF BIDS

TECHNICAL & FINANCIAL BIDS

9. The AGENCY will be required to submit the technical bid financial bid in two separate and sealed envelopes. The technical proposal envelope shall be marked "**Technical Proposal**" and include a detailed presentation on AGENCY's plan to address all the items listed in the Scope of Work as listed in **Annexure I and all other documents to supplement the eligibility requirements as per the Part II of RFP**. Financial Proposal shall be marked "**Financial Proposal**" and include the financial quotation for each item listed at **Annexure II**. Both the proposals should be put up in a bigger envelope and marked as "**Techno- Financial Bid for production of promotional films for Lakshadweep Tourism**"

10. Financial Proposal should be submitted as per the format prescribed at **Annexure - II**. Leaving out any item will result in disqualification. The amount quoted by a bidder should be inclusive of all taxes and duties. The total amount quoted should cover all the requirements as per this tender document.

11. The AGENCY shall not change/alter the quality/content of the proposal under any circumstances, once the same has been finally approved by NFDC after the final selection of the AGENCY. No increase in price on any score shall be entertained.

12. A set of creative presentations are to be provided by the AGENCY. This is intended to assess the creative capabilities and skills of the AGENCY and to provide NFDC with the best possible options at a



reasonable cost. The AGENCY must give an undertaking to the effect that all the creative concepts belong to it and NFDC shall not be liable in any manner for copyright infringement. In case NFDC selects the creative submitted by the AGENCY, then the actual execution of the films shall confirm to the creative submitted by AGENCY and approved by NFDC, failing which NFDC shall be at liberty to deduct, necessary charges, as deemed fit.

SELECTION PROCESS:

13. The Techno-financial bid may be submitted in sealed envelopes through speed Post/ Courier/ Hand delivery till 5:30 PM on Friday, 1st November 2019 at the following address:

National Film Development Corporation,
4th Floor, Sookhana Bhawan,
Phase - 1, CGO Complex,
Lodhi Road, New New Delhi– 110003.

The Technical bid will be opened first and evaluated as per the rules. After verification of documents, the qualified bidders will be called for a presentation for a maximum duration of 20-25 minutes each to present their proposals. The proposal submitted by the AGENCY will be evaluated by the tender committee as approved by the competent authority. Appropriate weightage only as per scheme indicated at Part III of this RFP would be taken into account in arriving at a decision for short-listing of the AGENCY for financial bid opening. Only such AGENCY, which qualifies technically, would be invited for financial bid opening.

14. The proposal would first be examined by the committee to ensure whether all items as envisaged in this RFP at the desired numbers have been covered. Any shortcoming on this aspect will result in disqualification of a bid. Marks would be given for seven components as per weightage enlisted at Part III of the RFP.

Only such AGENCY who qualifies technically by scoring minimum 70 marks and whose offer fully meets the requirements as envisaged in the RFP in terms of all items would be invited for financial bid opening.

15. All the rates must be quoted in figures as well as in words, without any cutting or overwriting. In case of any discrepancy in the rates quoted in figures and words, the rates quoted in words shall be considered as final and authentic.

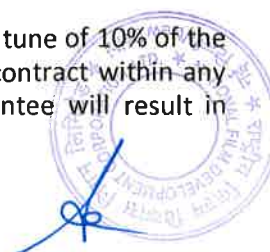
16. The bids will be opened in front of only those bidders who will be present at the time of bid opening as given in Schedule of Submission of RFP.

17. Evaluation of technical and financial bids will be done as defined in parts II, III, IV & V of the RFP document. Contract will be awarded to the eligible bidder as per the process defined in parts II, III, IV & V, subject to approval of the competent authority. Negotiations may be held with qualified and selected bidder. Under no circumstances, the financial negotiations shall result in an increase in the price originally quoted by the bidder. NFDC is at liberty to reduce any item on pro rata basis.

18. A contract will be executed between the NFDC and the selected AGENCY as per the format defined at Annexure VI. The AGENCY shall not claim any extension in contract as a matter of right.

Performance Guarantee

19. The selected bidder will be required to submit a Performance Guarantee to the tune of 10% of the total value of the contract, valid for 6 (six) months beyond the expiry of the contract within any working day prior to signing of the contract. Failure to provide such guarantee will result in



disqualification and the contract will be awarded to the next eligible bidder and the EMD shall be forfeited.

Liquidated damages

20. In the event of the successful bidders' default in maintaining the agreed time frame/ scheduled set of activities as laid down in the contract, NFDC shall have the right to cancel the contract at any time and make alternative arrangement at the discretion of NFDC, in which case the extra expenditure involved, will be recovered from the successful bidder. In the alternative, successful bidder shall be liable to pay liquidated damages subject to a maximum of 10% of the total contract value as an agreed pre estimate of the damage suffered.

Payment Terms

21. The following milestone will be followed for the payment :
- i. First milestone - 50% of the contract value shall be paid on signing of the agreement subject to receipt of funds by NFDC from the END CLIENT;
 - ii. Second milestone – next 50% shall be paid on successful completion of the contract, which will involve the procedure as detailed in the contract at Annexure VI and subject to receipt of funds by NFDC from the END CLIENT.



PART II

TECHNICAL BID PROPOSAL

A. The Technical proposal should clearly demonstrate the AGENCY's understanding of the requirements of the production of promotional films for Lakshadweep Tourism and the Proposal should include the following information: -

1. Average turnover for the last three consecutive financial years from the business of Film / Campaign production. In case this turnover is not reflected separately in the balance sheet, a certificate in respect of the turnover of the Film / Campaign production segment by a Chartered Accountant should be enclosed in the format as per Annexure V.
 2. Prior experience in Production of Tourism related Films in the last three years.
 3. CVs of key personnel like Director, DOP, Head of Production and Script Writer.
 4. Experience in underwater filming
 5. An undertaking that the Applicant has sufficient technical and supervisory staff on their permanent rolls to execute the scope of work, to be provided in the format as per Appendix D of Annexure VI.
 6. Creative Presentation showcasing Concept and detailed treatment note for each of the items listed in the scope of work, including but not limited to any scratch video/audio that the AGENCY may wish to present to support their presentation.
 7. An undertaking that the AGENCY has not been black listed by any Central Government/State Government/Department/PSU etc., to be provided in the format as per Annexure VII.
 8. Awards/ Appreciation received for underwater filming
- B. All the information shall be submitted in hard copy along with a soft copy on CD. In case of a discrepancy in hard copy and CD, the provisions made in hard copy shall prevail.
- C. The AGENCY must submit copy of Income Tax Return for last 03 years as specified in Part III of the RFP.
- D. The AGENCY must submit duly certified copy of PAN Card and GST Registration Certificate.
- E. Certificate of Incorporation, Memorandum of Association and Article of Association of the AGENCY company should also be submitted along with the bid.

The bidder who scores a minimum of 70 marks out of the above criteria as specified in Part III of the RFP and who submits the proposal in full compliance with the requirements of the RFP will be eligible for opening of the financial bid. Failure to specify details with regard to any item or leaving it blank may result in disqualification.



PART III

EVALUATION OF TECHNICAL PROPOSAL

1. The Evaluation Committee would evaluate the Technical proposal on the basis of the information submitted and using the evaluation criteria and point system specified in these terms & conditions.

EVALUATION OF TECHNICAL BID

2. The technical bid will carry a total of 100 marks that will be sub-divided in respect of each of the specified parameters as detailed below:

S.No.	Technical Bid	Marks
A.	Average turnover for the last three consecutive financial years from the business of film production/ campaign production activity certified by a practicing Chartered Accountant. Documentary Proof -The AGENCY will have to submit a signed statement from a practicing Chartered Accountant, which will indicate the average turnover for the past three completed financial years 2016-17, 2017-18 and 2018-19. The turnover means turnover from Film Production/ Campaign production activity only and as per the figures reflected in the profit/loss account of the AGENCY. If the turnover includes turnover from items other than Film Production / Campaign Production activities, then a CA's certificate indicating turnover exclusively from Film Production and related activities will be required. Turnover will be determined only on the basis of documentary proof, which will have to be submitted by the respective AGENCYS, at the time of submission of the tender. In addition, the audited balance sheets / profit & loss statement for the past three completed financial years should also be enclosed. In case the AGENCY fails to submit the documentary proof as mentioned above, the AGENCY will not be allotted proportionate marks in respect of the unavailable documentary proof for that particular item/criteria. Marking Scheme for Turnover The following marking scheme would be adopted for turnover from the related business :- (a) Average turnover of atleast Rs. 4 crore for the past three financial years i.e. 2016-17, 2017-18 and 2018-19 = 3 marks (b) Average Turnover of atleast Rs. 6 Crores for the past three financial years = 6 marks. (c) Average Turnover of atleast Rs. 8 Crores for the past three financial years = 9 marks.	9 Marks maximum
B.	Prior experience in production of promotional films for tourism directly or indirectly for the Central/State Government/Private parties in the last three years. Documentary proof- in support of experience in production of films on Tourism or Tourism related subjects in the past three completed financial years, Work orders / Purchase Orders/ Contracts duly certified by the client (Government/Private Corporates) will have to be submitted by the respective AGENCY at the time of submission of the tender. Work Orders/ Contracts	9 Marks maximum



	should mandatorily be in the name of AGENCY applying for the bid. Marking Scheme for Film Production Experience The following marking scheme would be adopted for the Film production experience (subject to a maximum of 9 marks) (a) Atleast 1 Film Production Project executed in the past 3 calendar years with Tourism as theme = 3 marks (b) Atleast 3 Film Production Projects executed in the past 3 calendar years with Tourism as theme = 6 marks (c) Atleast 5 Film Production Projects executed in the past 3 calendar years with Tourism as theme = 9 marks	
C.	Prior experience in underwater film production in the last three years. Documentary proof - in support of experience in executing underwater film production in the past three calendar years, Work orders / Purchase Orders/ Contracts duly certified by the client (Government/Private Corporates) will have to be submitted by the respective AGENCY at the time of submission of the tender. Work Orders/ Contracts should mandatorily be in the name of AGENCY applying for the bid. Marking Scheme for Underwater Film Production Experience The following marking scheme would be adopted for the underwater experience (subject to a maximum of 15 marks) a) Atleast 1 Film Production or executed in the past 3 calendar years using underwater production techniques = 5 marks b) Atleast 3 Film Production executed in the past 3 calendar years using underwater production techniques = 10 marks c) Atleast 5 Film Production executed in the past 3 calendar years using underwater production techniques = 15 marks	15 Marks maximum
D.	CVs of key personnel like Director, Director of Photography, Head of Production, Script Writer. Documentary Proof – CVs of the following 4 key personnel to be submitted by the AGENCY along with an undertaking on company letterhead mentioning that the following are on the Payroll of the AGENCY. 1. Director 2. Director of Photography 3. Head of Production 4. Script Writer Marking Scheme For CVs for Key Personnel -The following marking scheme would be adopted for CVs of key personnel. (a) Director with at least 10 years experience = 2 marks (b) DOP with at least 10 years experience= 2 marks (c) Head of Production with at least 10 years of Experience = 2 marks (d) Script Writer with at least 10 years of Experience = 2 marks	8 Marks maximum



E.	Creative Presentation showcasing concept & detailed treatment note, Production plan and scripts for production of the various films Marking Scheme For Creative Presentation - The following marking scheme would be adopted for evaluating Creative Presentation 1. Understanding of Scope of Work – 3 marks 2. Concept note & treatment note– 8 marks 3. Production plan – 6 marks 4. Scripts For various films - 30	47 Marks maximum
F.	Awards/ Appreciation received for underwater filming Marking Scheme For Awards/ Appreciation – The following marking scheme would be adopted for Awards/ Appreciation 1. Atleast 1 awards/ appreciation received for underwater filming= 8 marks 2. Atleast 2 awards/ appreciation received for underwater filming= 10 marks 3. Atleast 3 awards/ appreciation received for underwater filming= 12 marks	12 marks maximum
	Total	100 Marks

Note: In case the AGENCY fails to submit documentary proof in respect of the above, the AGENCY will not be allotted proportionate marks in respect of the unavailable documentary proof for those particular item/criteria.

MARKING SCHEME FOR ABOVE-MENTIONED CREATIVE COMPONENTS

3. The AGENCY shall provide a detailed Creative plan containing the complete aspects Viz., Conceptualization, treatment note, production plan and scripts etc., as per the tender schedule. The AGENCY will have to make a presentation of the Technical Proposal before the Selection Committee constituted by NFDC. The creative criteria will be analyzed and judged by the Selection Committee so constituted. The Selection Committee will take into consideration the creative & technical content of the presentation, and the proposal put forth by the AGENCY. The creative content will however be subject to finalization by the Selection Committee only.

4. The AGENCY will have to submit a soft copy of each item, wherever applicable, as per the applicable Annexures of this RFP. In case of non-submission of soft copies of the creative(s) by the AGENCY, proportionate marks for that component will not be allotted.

5. All the bidders shall make a presentation of duration of not more than 25 minutes before the Selection Committee for better appreciation of the plan for execution, support etc. proposed by them.

6. Only those AGENCYS that score a minimum of 70 marks in the Technical evaluation and presentation will be eligible for the opening of their Financial Bids.

7. The presentation shall cover in sufficient detail the appreciation of the Film Production/ Campaign Production activity as mentioned in the Scope of Work and RFP Schedule i.e. thematic understanding, quality of visual appeal, overall project management capabilities, proposed organizational structure, work plan, implementation strategy etc. The objective of the presentation is to evaluate the AGENCY regarding their understanding and preparations for the production. The delivery plans submitted by the AGENCY if required alteration, addition, deletion as per END CLIENT's requirement must be carried out by the AGENCY as directed by NFDC at any point and no extra payment will be charged.



PART IV

FINANCIAL BID PROPOSAL

1. Financial bids of only those bidders will be opened who have secured a minimum of 70 marks in the Technical Evaluation and presentation. The Financial bids must be firm and fixed and should be valid for at least 6 (six) months from the date of submission of offer.
2. In preparing the financial bid, the AGENCY shall take into account the requirements of different projects, manpower required, equipment requirement, all administrative charges, travel, etc. as per the scope of work detailed at **Annexure I**.
3. The costing submitted by the AGENCY shall be the upper limit of the expenditure. It shall be up to the AGENCY to anticipate and work out the various costing under the given sub-heads. The descriptive items listed against each scope of work are only indicative, and it shall be the duty of the AGENCY to visualize and anticipate the extra requirements, if any, of the project such as refreshments for the supporting staff, incidental production costs, incidental cost of travel, etc. All expenditure pertaining to subsequent meetings for the project viz. Air fare, transportation, Accommodation & Incidental costs, etc. are to be borne by the AGENCY. Uniforms for the AGENCY team will be the responsibility of the AGENCY. No Additional Cost shall be entertained apart from the cost quoted by the AGENCY in the financial bid. The AGENCY shall quote the corresponding cost accordingly, as laid down in **Annexure II**. Any subsequent increase or escalation of costs shall have to be borne by the AGENCY unless the same has been requested and authorized by NFDC in writing.
4. The AGENCY shall submit the detailed cost of each item as per **Annexure II**. The AGENCY will have to ensure that the cost details are submitted only in the format finalized by the NFDC, failing which the financial tenders submitted by it are liable not to be considered without assigning any reasons thereof.
5. The Financial bids will be opened by the Selection Committee in respect of only those bidders whose proposals are shortlisted after technical evaluation and presentation. The Committee so constituted for this purpose will decide the eligible bidder as per the evaluation procedure listed in **Part III and V**. NFDC is at liberty to reduce any item on *pro rata* basis.



Part V

Evaluation of Financial Proposal:

13.1 Phase III: Commercial Bid and Overall Evaluation

- i. The Commercial Bid shall be evaluated on the basis of 30% weightage.
- ii. The Bid of the Bidder who submits the lowest commercial shall get the maximum weightage (30) and the bids of the other Bidders shall be granted weights in proportion to the Bid of the lowest Bidder.
- iii. The Bid of the Bidder, who obtains the highest total score (Ts) across the technical bid and the commercial bid, will be rated as the 'Best Bid' and will be declared as the successful Bidder for the grant of the Rights for the Event. In the event that one or more Bidders have the same Ts value, the Bid with the highest technical score (St) will be rated as the 'Best Bid'.
- iv. Further, in the event that one or more Bidders with the same Ts value also have the same technical score (St), NFDC may, in its sole discretion, declare any one of such Bidders as the successful Bidder. NFDC may also exercise its discretion in declaring the successful Bidder by evaluating whether: (a) the commercial Bid of the Bidder rated as having submitted the 'Best Bid' is in accordance with the requirements set out in the RFP; and (b) the Bidder winning the 'Best Bid' is adequately equipped to perform the services in a satisfactory manner.

Combined and Final Evaluation:

Proposals will finally be ranked according to their combined Technical Score (St) and Financial Score (Sf) as follows:

Total Score (Ts) = Technical Score x Technical Weightage (.70) + Financial Score x Financial Weightage (.30)

The combined scores of the AGENCY will be added to arrive at the final score. The Selected AGENCY shall be the one having the highest Final Score and will be considered for acceptance. The Second Ranked AGENCY shall be kept in reserve and may be invited for negotiations in case the first ranked AGENCY withdraws, or fails to comply with the requirements specified in the RFP documents.



ANNEXURE I

Scope of work

The AGENCY will execute the Film production/ Campaign production activity. In case additional items are required then the same shall be specified and accounted for in the financial quote.

S.No.	Details	Unit	No.
1.	1. Deck: Documentary Film of 5-6 minutes duration for film producers and location managers for shooting underwater sequences in the Lakshadweep Islands. This would include locations, facilities available on each island, available surface transportations and ships, their capacity and routes, uniqueness of the islands and underwater flora and fauna, accommodation etc. 2. Commercials: 03 No's (30-40 seconds duration) highlighting water sports, honey-mooning tourists destinations, corporate activities/ conventions. 3. Documentary: A documentary film (4-5minutes duration) on the destination having a narrative/ storyline. This film should highlight cultural evenings, organized by the government of Lakshadweep, dances, tuna fishing technique and its uniqueness, coconut and its many different usages including traditional planking of boats using coir etc. The longer films will also have shorter versions which will be a part of the scope of work.	Job	1 3 1



ANNEXURE –II

Consolidated summary of costing of various items to be managed and executed by the AGENCY.

The total all inclusive consideration towards Film production/ Campaign production activity including all costs directly or indirectly related to the production work (including the items mentioned in the below table) shall not exceed the estimated value of RFP i.e., INR. 2,50,00,000/- (Rupees Two Crore Fifty Lakhs Only)

S.No.	PROJECT LAKSHADWEEP ESTIMATE	No.s	Total Amount (INR)			
1	Deck	01				
2	Documentary	01				
3	TVC's	03				
4	Edit 1x1 Minute (for example)					
5	Edit 3x30 seconds (for example)					
	PROJECT PLAN	Days	Names & Remarks if any			
S.No.	PROJECT DETAILS					
A	PRE PRODUCTION					
B	PRODUCTION					
1)	OUTDOOR LOCATION SHOOTING DAYS Break Up					
a)	LOCATION					
b)	LOCATION 2					
c)	LOCATION 3					
d)	LOCATION 4					
2	INDOOR STUDIO/LOCATION SHOOTING DAYS					
	TOTAL SHOOTING DAYS					
C	POST PRODUCTION					
	TOTAL PROJECT TIME FRAME:					
Note:	Agency may add more rows for further detailing if required					
	DETAILED BUDGET BREAKDOWN – Only those fields maybe filled which the Agency deems fit.					
S.No.	DESCRIPTION	No.	Unit	Days	Rate	Total Amount (INR)
	PRE-PRODUCTION					
1	CONCEPT & SCRIPT					
2	PRESENTATION COST					



3	LOCATION RECCI					
	PRODUCTION					
A	TECHNICAL EQUIPMENT HIRE					
A-1	CAMERA EQUIPMENT					
i	HD camera with Lenses					
ii	Arri Alexa camera					
iii	Underwater Housing					
iv	Drone camera					
v	Steadycam					
A-2	EXTRA LENSES package					
i	12mm					
ii	10mm					
iii	Zoom Wide, Fish Eye					
iv	J-14					
v	J-11					
vi	Monitor					
A-3	LIGHT EQUIPMENTS					
i	Lights Outdoor lumpsum					
ii	Lights (Indoor/Location)					
A-4	SHOOTING ACCESSORIES					
i	Crane					
ii	Jimmy Jib					
iii	Panther					
iv	Track Trolley (Quantity. 4)					
v	Grips					
A-5	SOUND EQUIPMENTS					
i	Cordless Mikes					
ii	Mixer					
B	PRODUCTION HIRE					
B-5	LOCATION HIRE					
i	Shooting Studio Floor					
ii	Location Hire (Farmhouse, House, Flat, Shop, Departmental Store, Mall, Airport, Railway Station, etc.					
iii	Permissions : Police, RTO, Local Permits, etc.					
B-6	ACCESSORIES HIRE					
i	Makeup Vanity Van					
ii	Rain Machine					
iii	Water Tanker for Rain					
iv	Storm Fan					



v	Car Rig					
vi	Fog Machine					
vii	Rostum					
viii	Location Sound System					
ix	Tent Materials - chairs, tables, etc.					
B-7	LOCAL TRANSPORT					
i	Camera					
ii	Crew					
iii	Light Tempo					
iv	Production Tempo					
v	Artists' Car					
vi	Catering/Food transport					
vii	Production Taxi					
B-8	TRAVEL					
i	Air- fare, if any					
ii	Excess Baggage, if any					
iii	Local Transfers, if any					
B-9	BOARDING & LODGING will be provided					
i	Category 'A' to be provided					
ii	Category 'B' to be provided					
B-10	GENERATOR					
i	62 KVA					
ii	125 KVA					
iii	250 KVA					
B-11	COSTUMES					
i	Main Artist					
ii	Junior Artists					
iii	Jewellery / Accessories					
iv	Laundry					
C	PRODUCTION PURCHASE					
C-12						
i	Production consumables					
ii	HD s					
iii	DVD's					
iv						
v						
vi						
vii						
C-13	OTHER SHOOTING REQUIREMENTS					
i	Fuel for Generator					
ii	Light material, gel, paper, tapes					
	Black Cloth, Black Paper, Clips, Black Tapes					



	& Johnson Tapes, etc.					
iii	Batteries for Sound					
iv	Spool for Nagra					
v	Makeup material, Wig, etc..					
D	ART SETTING					
i	Set – Indoor / Outdoor					
ii	Property Hire					
iii	Props Purchase					
iv	Props Transport					
v	Set Dismantling					
E	FOOD & SNACKS					
i	B/F, Lunch, Snacks & Dinner for travel (during shoot food and snacks will be provided)					
ii	Extra Food for Artists during travel					
iii	Tea/Coffee, Water, etc.					
F	REMUNERATION					
i	Cast - Main					
ii	Featured Extras - A Grade, if any					
iii	Featured Extras - B Grade, if any					
iv	Director					
v	Producer					
vi	Assistant Producer					
vii	Cinematographer / Cameraman					
viii	Assistant Cameraman (2)					
ix	Gaffer					
x	Focus Puller					
xi	Art Director					
xii	Costume Designer					
xiii	Choreographer					
xiv	Casting Director					
xv	Casting Director Asst.					
xvi	Offline Editor					
xvii	Online Editor					
xviii	Editor Assistant					
xix	Sound Recordist					
xx	Makeup Man with Asst.					
xxi	Still Photographer					
xxii	Creative Director					
xxiii	Assistant Director 1					
xix	Assistant Director 2					



xixi	Assistant Director 3					
xixii	Production Controller					
xixiii	Guide (Local)					
xixiv	Production Manager					
xixv	Production Assistant -1					
xixvi	Production Assistant -2					
xixvii	Production Accountant					
xixviii	Mumbai Coordinator					
xixiv	Post Production Manager					
G	WAGES					
i	Camera Attendants					
ii	Camera Attendants (Underwater Housing)					
iii	Lightmen					
iv	Electrician					
vii	Crane Boys					
viii	Chief Spot Boy					
ix	Spot Boys					
x	Boom Operator					
xi	Playback & Mics Attendant					
xii	Walkie Talkie Attendants					
xiii	Fan / Rain Attendants					
xiv	Rig Attendants					
xv	Hair Dresser					
xvi	Art Department Work - Carpenter & Painter					
xvii	Art Department Work - Assistants					
xviii	Property Attendant					
xiv	Dressman					
xv	Tent Attendants					
E	POST - PRODUCTION					
E-14	LAB					
i	Processing / Conversion					
ii	Master Print					
E-15	TELECINE One Light Full Grade					
E-16	EDITING STUDIO					
i	FCP / Avid					
ii	Colour Correction on Smoke					
iii	Changes / Transfers					
E-17	SOUND / MUSIC DESIGN					



i	Music Director					
ii	Sound Engineer					
iii	Voice Over / Dubbing					
iv	FVO					
v	Recording Studio (VO + Final Mix)					
vi	Character VO					
vii	Language Supervisor					
E-18	GRAPHICS / ANIMATION					
i	3D Graphics/Animation					
ii	2D Graphics/Animation					
E-18	OVERHEADS					
i	Conveyance					
ii	Food					
F	DELIVERABLES					
i	Master Tapes					
ii	DVDs					
iii	CDs					
iv	Extra Tapes					
v	Stock Footage					
G	OTHER EXPENSES					
i	Stationery & Printing					
ii	Office Expenses					
iii	Legal & Accounting					
iv	Royalties					
v	Miscellaneous Expenses					
	TOTAL					
	Negotiated Total					
	GRAND TOTAL					

A summary of the costing as indicated in row titled Grand total will be taken into consideration for determining the lowest financial bid.

Name:

Designation:

Signature



ANNEXURE III

EXPERIENCE IN RELATED ACTIVITIES

S.No	Name of Project	Date	Place	Supporting Document Enclosed

FOOTNOTE:

1. Separate tables may be provided for the separate projects.
2. For the purpose of marking, only those projects, executed/ managed by the AGENCY for the past three consecutive completed financial years, will be considered which are supported by documentary evidence like copies of agreements, work orders, letters of intent, completion certificates, etc.

Name:

Designation:

Signature:



**ANNEXURE IV
EARNEST MONEY DEPOSIT**

S. No	Bank Drawn	Value in Rs.	DD No. and date
		1,25,000/-	

Name:

Designation:

Signature:



ANNEXURE V

Annual Turnover from Film production/ Campaign Production activity:

S. N.	Financial Year	Financial Turnover in INR. ***
01	2016-17	
02	2017-18	
03	2018-19	

***To be supported by Certificate issued by a Chartered Accountant.

Name:

Designation:

Signature:



ANNEXURE VI

CONTRACT

BETWEEN

NATIONAL FILM DEVELOPMENT CORPORATION

AND

[NAME OF THE AGENCY]

DATED:



I. Form of Contract

(Text in brackets [] should be filled up appropriately; all notes should be deleted in final text)

This CONTRACT (hereinafter called the “**Contract**”) is made the [day] day of the month of [month], [year], between NATIONAL FILM DEVELOPMENT CORPORATION, NFDC, 4th Floor Sookana Bhavan, Phase I, CGO Complex, New Delhi, 110003, NFDC (hereinafter called the “**NFDC**”), of the First Part and, [name of AGENCY] (hereinafter called the “**AGENCY**”) of the Second Part.

WHEREAS

(a) the AGENCY, having represented to the “NFDC” that it has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated issued by the NFDC;

(b) the “NFDC” has accepted the offer of the AGENCY to provide the services on the terms and conditions set forth in this Contract.

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

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

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:

Appendix A: Scope of Works

Appendix B: Costing of various activities/ services

Appendix C: Proforma of report / certificate

Appendix D: List of key personnel

(Appendix –A is Annexure-I of RFP. Appendix-B is Annexure-II of RFP)

2. The mutual rights and obligations of the “NFDC” and the AGENCY shall be as set forth in the Contract, in particular:

(a) the AGENCY shall carry out and complete the Services in accordance with the provisions of the Contract; and

(b) the “NFDC” shall make payments to the AGENCY in accordance with the provisions of the Contract.

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

Signed by -----

1. For and on behalf of the National Film Development Corporation



[Authorized representative]

In presence of

(Witnesses)

(i)

(ii)

2. For and on behalf of [AGENCY]

[Authorized Representative]

In presence of

(Witnesses)

(i)

(ii)



II. General Conditions of Contract

1. GENERAL PROVISIONS

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "AGENCY" means any private or public entity that will provide the Film production/ Campaign production activity to the "NFDC" under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions(GC), the Special Conditions (SC), and the Appendices.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.
- (f) "GC" means these General Conditions of Contract.
- (g) "Government" means the Government of India.
- (h) "Party" means the "NFDC" or the AGENCY, as the case may be, and "Parties" means both of them.
- (i) "Personnel" means professionals and support staff provided by the AGENCY or by any Sub-Contractor of AGENCY and assigned to perform the Services or any part thereof;
- (j) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (k) "Services" means the work to be performed by the AGENCY pursuant to this Contract, as described in Appendix A hereto.
- (l) "Sub-Contractors" means any person or entity to whom/which the AGENCY subcontracts any part of the Services.
- (m) "Third Party" means any person or entity other than the "NFDC", or the AGENCY.
- (n) "In writing" means communicated in written form with proof of receipt.
- (o) "END CLIENT" means Department of Tourism Development, Lakshadweep Administration, Government of India.

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 "NFDC" and the AGENCY. The AGENCY, subject to this Contract, has complete charge of Personnel and Sub-Contractors, 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 “NFDC” may approve.

1.7 **Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “NFDC” or the AGENCY may be taken or executed by the officials specified in the SC.

1.8 **Taxes and Duties:** The AGENCY, Sub-Contractors and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.9 **Fraud and Corruption**

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

(i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;

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

(iii) “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the NFDC, designed to establish prices at artificial, non-competitive levels;

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



1.9.2 Measures to be taken by the NFDC

(a) The NFDC 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 NFDC to remedy the situation;

(b) The NFDC 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, a NFDC financed contract;

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 'NFDC's notice to the AGENCY instructing the AGENCY to begin carrying out the Services. This notice shall confirm the conditions as stipulated in clause 3 of the SC.

2.2 **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.

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

2.4 **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.

2.5 Modifications or Variations:

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

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

2.6 Force Majeure

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



(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Subcontractors or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.6.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.6.2 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 in so far 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.

2.6.3 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, 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 "NFDC", 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 pro-rata 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.

2.7 Termination

The "NFDC" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.7.

- a) If the AGENCY fails to remedy a failure in the performance of its obligations hereunder,
- b) If the AGENCY becomes 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 "NFDC", has engaged in corrupt or fraudulent practices



in competing for or in executing this Contract.

e) If the AGENCY submits to the "NFDC" a false statement which has a material effect on the rights, obligations or interests of the "NFDC".

f) If the AGENCY fails to provide the quality services as envisaged under this Contract.

g) If the "NFDC", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.1. In such an occurrence the "NFDC" shall give a not less than five (5) days written notice of termination to the AGENCY.

2.7.2 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.7 hereof, or upon expiration of this Contract pursuant to Clause GC 2.3 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, and (ii) any right which a Party may have under the Law.

2.7.3 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7 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.

2.7.4 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.7 hereof, the "NFDC" shall make the following payments to the Consultant:

(a) If the agreement is terminated, the AGENCY shall not be entitled to receive any agreed payments upon termination of the Contract. However, the "NFDC" 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 NFDC. Under such circumstances, upon termination, NFDC may also impose liquidated damages as per the provisions of Clause 9 of this Contract. The AGENCY will be required to pay any such liquidated damages to NFDC within 30 days of termination date.

3. OBLIGATIONS OF THE AGENCY

3.1 General

3.1.1 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 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 "NFDC", and shall at all times support and safeguard the NFDC's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.2 Confidentiality: Except with the prior written consent of the "NFDC", 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.



3.3 Insurance to be Taken out by the AGENCY: The AGENCY (i) shall take out and maintain, and shall cause any Sub-contractors to take out and maintain insurance, at their (or the Sub-contractors, as the case may be) own cost, insurance against any risks.

3.4 Reporting Obligations: The AGENCY shall submit to the "NFDC" 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-C.

3.5 Documents Prepared by the AGENCY to be the property of the "NFDC": All plans, drawings, specifications, designs, reports, other documents and software prepared by the AGENCY for the "NFDC" under this Contract shall become and remain in the property of the "NFDC", and the AGENCY shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "NFDC", 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 NFDC and the NFDC 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 "NFDC"'s prior written approval to such agreements, and the "NFDC" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

4. AGENCY PERSONNEL AND SUB-CONTRACTORS

4.1 General: The AGENCY shall employ and provide such qualified and experienced Personnel as are required to carry out the Services. Details of key Personnel shall be provided as Appendix-D to this Contract.

(a) Except as the "NFDC" may otherwise agree, no changes shall be made in the key 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 "NFDC" (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 "NFDC's" written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "NFDC", 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.

The AGENCY shall not sub-contract any or part of the work without prior written permission of the NFDC.

5. OBLIGATIONS OF THE "NFDC"

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the "NFDC" shall use its best efforts to ensure that the Government shall:

a) Provide the AGENCY, and Personnel with work permits and such other documents as shall be necessary to enable the AGENCY or Personnel to perform the Services.

b) 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.



c) Provide to the AGENCY 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 (c) of this Contract.

5.3 Payment: In consideration of the Services performed by the AGENCY under this Contract, the "NFDC" shall make to the AGENCY such payments and in such manner as is provided by Clause GC 6 of this Contract.

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-B as per the AGENCY's proposal to the NFDC and as negotiated thereafter.

b) Except as may be otherwise agreed under Clause GC 2.5 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-B.

c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to Clause 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.

6.3 Terms of Payment: The payments in respect of the Services shall be made as follows:

a) **Performance guarantee** - 10% of total value of the Contract in the form of Performance Bank Guarantee valid for six months beyond the expiry of the Contract prior to signing of Contract and issue of notice by NFDC as specified in para 2.1 of GC.

b) 50% of the total value of the Contract shall be paid as first milestone, subject to receipt of funds from the END CLIENT

c) **Final Payment:** The final payment as specified in SC 7 shall be made only after the final report, final statement & a CA certificate as per **Annexure VIII** for all the expenses incurred, identified as such, shall have been submitted by the VENDOR and approved as satisfactory by the "NFDC" subject to receipt of funds from the END CLIENT. The Services shall be deemed completed and finally accepted by the "NFDC" and the final report and final statement shall be deemed approved by the "NFDC" as satisfactory thirty (30) calendar days after receipt of the final report and final statement by the "NFDC" unless the "NFDC", within such thirty (30) day period, gives written notice to the VENDOR specifying in detail deficiencies in the Services, the final report or final statement. The VENDOR shall thereupon promptly make any



necessary corrections, and thereafter the foregoing process shall be repeated.

d) For the purpose of payment under Clause 6.3 (c) above, acceptance means; acceptance of the deliverables by the NFDC after submission by the AGENCY with/ without modifications to be communicated in writing by the NFDC to the AGENCY.

e) If the deliverables submitted by the AGENCY are not acceptable to the NFDC, reasons for such non-acceptance should be recorded in writing; the NFDC shall not release the payment due to AGENCY. This is without prejudicing the NFDC'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 NFDC.

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 here under, unless the acceptance has been communicated by the NFDC to the AGENCY in writing.

h) In case of early termination of the Contract, the payment shall be made to the AGENCY as mentioned here with: 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.

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 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:

(a) In the case of dispute arising upon or in relation to or in connection with the Contract between the



NFDC and the AGENCY, which has not been settled amicably, any Party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time). Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the NFDC and the AGENCY, the third arbitrator shall be chosen by the two arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the Parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by NFDC. The Arbitration and Conciliation Act, 1996 (as amended from time to time) and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings.

(b) Arbitration proceedings shall be held 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.

(c) 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 NFDC and the Consultant. 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 amount of liquidated damages under this Contract shall not exceed [10] % of the total value of the Contract.

9.2 The liquidated damages shall be applicable under following circumstances:

In the event of AGENCY's default in adhering to the agreed time frame / scheduled set of activities as detailed in this Contract, the AGENCY shall be liable to pay 1% of the total cost of the Services for delay of each day or part thereof.

10. Miscellaneous provisions:

i. 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.

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

iii. The AGENCY shall notify the NFDC/ 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.

iv. 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 NFDC/Government for performance of works/services including that of its Personnel/Sub Contractors under the Contract.

v. The AGENCY shall at all times indemnify and keep indemnified the NFDC/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its Services under the Contract.

vi. The AGENCY shall at all times indemnify and keep indemnified the NFDC/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) Personnel/ Sub-Contractors, 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.

vii. The AGENCY shall at all times indemnify and keep indemnified the NFDC/Government of India against any and all claims by employees, workman, contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the AGENCY, in respect of wages, salaries, remuneration, compensation or the like.

viii. All claims regarding indemnity shall survive the termination or expiry of the Contract.

ix. 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 NFDC.

III. SPECIAL CONDITIONS OF CONTRACT:

SC Clause	Ref of GC Clause	Amendments of and supplements to, in the General conditions of Contract
1.		The Addresses are: NFDC Attention: Fax: AGENCY Attention: Fax:
2.		The Authorized Representatives are: For the "NFDC": For the AGENCY:
3.		Submission of Bank Guarantee valid for 6 months beyond the expiry of the Contract of 10% of the value of the Contract as performance guarantee.
4.	2.2	The time period shall be the effective date.
5.	2.3	The time period shall be three months from the effective date.
6.	8.3	The Arbitration proceedings shall take place in New Delhi.
7.	6.3	The payment schedule is as follow: • 50% of the Contract value as first milestone , subject to receipt of funds to NFDC from the END CLIENT. • Balance 50% on successful completion of the work after acceptance certificate to the effect by the NFDC and subject to receipt of funds to NFDC from the END CLIENT.



Binding signature of NFDC Signed by _____
(for and on behalf of the NFDC)

Binding signature of AGENCY Signed by _____
_____(for and on behalf of
_____ duly authorized vide Resolution

No _____ dated _____ of the Board of Directors of _____)

In the presence of

(Witnesses)



IV. APPENDIXES

Appendix A: Scope of Work

Appendix B: Costing of various services

Appendix C: Proforma of report / certificate

Appendix D: List of Key Personnel

(Appendix –A is Annexure-I of RFP. Appendix-B is Annexure-II of RFP)



APPENDIX A

Scope of work

The AGENCY will execute the Film production/ Campaign production activity. In case additional items are required then the same shall be specified and accounted for in the financial quote.

S.No.	Details	Unit	No.
1.	1. Deck: Documentary Film of 5-6 minutes duration for film producers and location managers for shooting underwater sequences in the Lakshadweep Islands. This would include locations, facilities available on each island, available surface transportations and ships, their capacity and routes, uniqueness of the islands and underwater flora and fauna, accommodation etc. 2. Commercials: 03 No's (30-40 seconds duration) highlighting water sports, honey-mooning tourists destinations, corporate activities/ conventions. 3. Documentary: A documentary film (4-5minutes duration) on the destination having a narrative/ storyline. This film should highlight cultural evenings, organized by the government of Lakshadweep, dances, tuna fishing technique and its uniqueness, coconut and its many different usages including traditional planking of boats using coir etc. The longer films will also have shorter versions which will be a part of the scope of work.	Job	1 3 1



APPENDIX – B

Consolidated summary of costing of various items to be managed and executed by the AGENCY.

The total all inclusive consideration towards Film production/ Campaign production activity including all costs directly or indirectly related to the production work (including the items mentioned in the below table) shall not exceed the estimated value of RFP i.e., INR. 2,50,00,000/- (Rupees Two Crore Fifty Lakhs Only)

S.No.	PROJECT LAKSHADWEEP ESTIMATE	No.s	Total Amount (INR)			
1	Deck	01				
2	Documentary	01				
3	TVC's	03				
4	Edit 1x1 Minute (for example)					
5	Edit 3x30 seconds (for example)					
	PROJECT PLAN	Days	Names & Remarks if any			
S.No.	PROJECT DETAILS					
A	PRE PRODUCTION					
B	PRODUCTION					
1)	OUTDOOR LOCATION SHOOTING DAYS Break Up					
a)	LOCATION					
b)	LOCATION 2					
c)	LOCATION 3					
d)	LOCATION 4					
2	INDOOR STUDIO/LOCATION SHOOTING DAYS					
	TOTAL SHOOTING DAYS					
C	POST PRODUCTION					
	TOTAL PROJECT TIME FRAME:					
Note:						
<i>Agency may add more rows for further detailing if required</i>						
DETAILED BUDGET BREAKDOWN – Only those fields maybe filled which the Agency deems fit.						
S.No.	DESCRIPTION	No.	Unit	Days	Rate	Total Amount (INR)
PRE-PRODUCTION						
1	CONCEPT & SCRIPT					



2	PRESENTATION COST					
3	LOCATION RECCI					
	PRODUCTION					
A	TECHNICAL EQUIPMENT HIRE					
A-1	CAMERA EQUIPMENT					
i	HD camera with Lenses					
ii	Arri Alexa camera					
iii	Underwater Housing					
iv	Drone camera					
v	Steadycam					
A-2	EXTRA LENSES package					
i	12mm					
ii	10mm					
iii	Zoom Wide, Fish Eye					
iv	J-14					
v	J-11					
vi	Monitor					
A-3	LIGHT EQUIPMENTS					
i	Lights Outdoor lumpsum					
ii	Lights (Indoor/Location)					
A-4	SHOOTING ACCESSORIES					
i	Crane					
ii	Jimmy Jib					
iii	Panther					
iv	Track Trolley (Quantity. 4)					
v	Grips					
A-5	SOUND EQUIPMENTS					
i	Cordless Mikes					
ii	Mixer					
B	PRODUCTION HIRE					
B-5	LOCATION HIRE					
i	Shooting Studio Floor					
ii	Location Hire (Farmhouse, House, Flat, Shop, Departmental Store, Mall, Airport, Railway Station, etc.					
iii	Permissions : Police, RTO, Local Permits, etc.					
B-6	ACCESSORIES HIRE					
i	Makeup Vanity Van					
ii	Rain Machine					
iii	Water Tanker for Rain					



iv	Storm Fan					
v	Car Rig					
vi	Fog Machine					
vii	Rostum					
viii	Location Sound System					
ix	Tent Materials - chairs, tables, etc.					
B-7	LOCAL TRANSPORT					
i	Camera					
ii	Crew					
iii	Light Tempo					
iv	Production Tempo					
v	Artists' Car					
vi	Catering/Food transport					
vii	Production Taxi					
B-8	TRAVEL					
i	Air- fare, if any					
ii	Excess Baggage, if any					
iii	Local Transfers, if any					
B-9	BOARDING & LODGING will be provided					
i	Category 'A' to be provided					
ii	Category 'B' to be provided					
B-10	GENERATOR					
i	62 KVA					
ii	125 KVA					
iii	250 KVA					
B-11	COSTUMES					
i	Main Artist					
ii	Junior Artists					
iii	Jewellery / Accessories					
iv	Laundry					
C	PRODUCTION PURCHASE					
C-12						
i	Production consumables					
ii	HD s					
iii	DVD's					
iv						
v						
vi						
vii						
C-13	OTHER SHOOTING REQUIREMENTS					
i	Fuel for Generator					
ii	Light material, gel, paper, tapes					



	Black Cloth, Black Paper, Clips, Black Tapes					
	& Johnson Tapes, etc.					
iii	Batteries for Sound					
iv	Spool for Nagra					
v	Makeup material, Wig, etc..					
D	ART SETTING					
i	Set – Indoor / Outdoor					
ii	Property Hire					
iii	Props Purchase					
iv	Props Transport					
v	Set Dismantling					
E	FOOD & SNACKS					
i	B/F, Lunch, Snacks & Dinner for travel (during shoot food and snacks will be provided)					
ii	Extra Food for Artists during travel					
iii	Tea/Coffee, Water, etc.					
F	REMUNERATION					
i	Cast - Main					
ii	Featured Extras - A Grade, if any					
iii	Featured Extras - B Grade, if any					
iv	Director					
v	Producer					
vi	Assistant Producer					
vii	Cinematographer / Cameraman					
viii	Assistant Cameraman (2)					
ix	Gaffer					
x	Focus Puller					
xi	Art Director					
xii	Costume Designer					
xiii	Choreographer					
xiv	Casting Director					
xv	Casting Director Asst.					
xvi	Offline Editor					
xvii	Online Editor					
xviii	Editor Assistant					
xix	Sound Recordist					
xx	Makeup Man with Asst.					
xxi	Still Photographer					
xxii	Creative Director					



xxiii	Assistant Director 1					
xix	Assistant Director 2					
xixi	Assistant Director 3					
xixii	Production Controller					
xixiii	Guide (Local)					
xixiv	Production Manager					
xixv	Production Assistant -1					
xixvi	Production Assistant -2					
xixvii	Production Accountant					
xixviii	Mumbai Coordinator					
xixiv	Post Production Manager					
G	WAGES					
i	Camera Attendants					
ii	Camera Attendants (Underwater Housing)					
iii	Lightmen					
iv	Electrician					
vii	Crane Boys					
viii	Chief Spot Boy					
ix	Spot Boys					
x	Boom Operator					
xi	Playback & Mics Attendant					
xii	Walkie Talkie Attendants					
xiii	Fan / Rain Attendants					
xiv	Rig Attendants					
xv	Hair Dresser					
xvi	Art Department Work - Carpenter & Painter					
xvii	Art Department Work - Assistants					
xviii	Property Attendant					
xiv	Dressman					
xv	Tent Attendants					
E	POST - PRODUCTION					
E-14	LAB					
i	Processing / Conversion					
ii	Master Print					
E-15	TELECINE One Light Full Grade					
E-16	EDITING STUDIO					
i	FCP / Avid					
ii	Colour Correction on Smoke					



	iii	Changes / Transfers					
E-17		SOUND / MUSIC DESIGN					
	i	Music Director					
	ii	Sound Engineer					
	iii	Voice Over / Dubbing					
	iv	FVO					
	v	Recording Studio (VO + Final Mix)					
	vi	Character VO					
	vii	Language Supervisor					
E-18		GRAPHICS / ANIMATION					
	i	3D Graphics/Animation					
	ii	2D Graphics/Animation					
E-18		OVERHEADS					
	i	Conveyance					
	ii	Food					
F		DELIVERABLES					
	i	Master Tapes					
	ii	DVDs					
	iii	CDs					
	iv	Extra Tapes					
	v	Stock Footage					
G		OTHER EXPENSES					
	i	Stationery & Printing					
	ii	Office Expenses					
	iii	Legal & Accounting					
	iv	Royalties					
	v	Miscellaneous Expenses					
		TOTAL					
		Negotiated Total					
		GRAND TOTAL					

A summary of the costing as indicated in row titled Grand total will be taken into consideration for determining the lowest financial bid.

Name:

Designation:

Signature



CERTIFICATE

The items in the above report have been verified and found to be correct and the AGENCY has carried out all their tasks as per the provisions of the Contract.

DGM, NFDC



Appendix-C

To whomsoever it may concern

This is to certify that.(Agency Name)

having its registered office at(Address) have sufficient technical and supervisory staff on permanent rolls to cater to events organized by NFDC.

The List of Key Experienced Staff are given below:

Name:	Qualification	Experience

Yours Sincerely



Authorized Signatory
With Sign & Seal of AGENCY

Appendix-D

As per Point 2D of PART III of RFP

List of Key Personnel



ANNEXURE VII

To whomsoever it may concern

This is to certify that(Agency Name)
having its registered office at(Address) is
neither blacklisted by any Central Govt / State Govt / PSU's by whatever mean and
nor defaulter of any repayment of loan/deposits etc from any financial institutions.

Yours Sincerely

Authorized Signatory
With Sign & Seal of AGENCY



ANNEXURE VIII

Chartered Accountant (CA) Certificate (on the Letter Head of Chartered Firm)

We, (name and address of Chartered Firm), the auditor of (name and address of AGENCY) has examined the books of accounts and other records, including voucher and supporting documents maintained by (name of AGENCY) in connection with production of (reference of the project) for (name of Ministry / Department).

We have also carefully examined the agreement containing terms & conditions for support, signed between "National Film Development Corporation" and (name of AGENCY) dated (agreement date) for the grant of funds covered by this certificate and the budget approved by the donor agency.

On the basis of information and above stated documents produced to us, we hereby certify that the said firm incurred a total expenditure of Rs. (in figure & words) towards cost of production of (reference of project)

S.No.	Details	Amount
1.		

The Certificate is issued at the request of the proprietor of (name of the AGENCY) and the figures are certified as per documents produced to us.

Place :

Date :

For, (name of Chartered Firm)

Chartered Accountant

Firm Regn. No. _____

Name and signature of Partner

Membership No. _____



