

**Notice Inviting Tender
FOR
“Selection of an Event Management Agency for North East Film Festival, Pune 2017”**

NIT No. - 302/45/2016-NFHM

**NATIONAL FILM ARCHIVE OF INDIA,
MINISTRY OF INFORMATION AND BROADCASTING,
GOVERNMENT OF INDIA
LAW COLLEGE ROAD,
PUNE – 411 004.**

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1 Introduction

NFAI seeks to engage an Event Management Agency for the North East Film festival. The terms and conditions and the requirements are detailed in this Notice of Intent. However, there may be a change in the terms and conditions following the pre-bid meeting.

1.1 Key Events and Dates

S. No	Information	Details
1.	Tender Release Date	30 th Dec, 2016
2.	Last date to submit queries	05 th Jan, 2017
3.	Pre- Bid meeting	09 th Jan, 2017; 3 pm
4.	Last date for submission of bids	16 th Jan, 2017; 3pm
5.	Opening of Tender	16 th Jan, 2017; 4 pm
6.	Presentations	17 th Jan, 2017; 4 pm
7.	Opening of Financial Bids	To be intimated later

2 Instructions to Bidder

2.1 Bidder Inquiries

Bidder shall send in their written queries to the designated officer as per the details below:

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

2.2 Earnest Money Deposit (EMD) & Tender Fee

a) The sealed Quotation should be accompanied by tender fee of an amount of Rs 2500/- (Rupees Two Thousand Five Hundred) and Earnest Money Deposit of an amount of Rs. 50000/- (Rupees Fifty Thousand only) in the form of bank Guarantee/ Fixed Deposit of Commercial Bank drawn in favour of “Administrative Officer, NFAI, Pune ” and it should be as per the format mentioned in Annexure 3. The quotation received without security amount will not be considered under any circumstances. If bidder is exempted from payment of Earnest Money Deposit, a copy of relevant Govt. orders may be submitted along with the tender.

b) Successful Bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of Award, for a value equivalent to 10% of the total cost of the Contract in the form of Demand Draft / Pay Order / FDR as Bank Guarantee of Commercial Bank drawn in favor of “Administrative Officer, NFAI, Pune ” within fifteen days from the receipt of letter of assignment and it should be as per the format mentioned in Annexure 2. The Performance Security Deposit will remain with NFAI Pune till the contract period is expired. It should be valid for period of 180 days beyond the date of completion of all contractual obligations of the firm.

c) The Earnest Money deposit shall be forfeited by NFAI in the following events: - If bid is withdrawn during validity period or any extension thereon. If bid is varied or modified in a manner not acceptable to this organization during the validity period or any extension thereof. If bidder whose bid has been accepted but fails to furnish the security deposit, performance bank guarantee within 07 days of acceptance.

d) The Earnest Money deposit of unsuccessful bidder will be returned on finalization. The Earnest Money deposit of successful bidder will be returned on receipt of Deposit / performance bank Guarantee.

2.3 Submission of Bids

This shall be 3 covers (sealed and signed) system where:

- a. First cover shall contain the original pre-qualification documents including the EMD and the tender fee. The cover should be clearly marked as the "Pre-qualification documents"
- b. Second cover shall contain original technical proposal document and cover should be clearly marked as the "Technical Proposal". This cover shall not contain any commercials related to the proposal.
- c. Third cover shall contain original commercial proposal document and cover should be clearly marked as the "Commercial Proposal"

Note:

1. All three covers shall be in a one large cover, sealed and signed.
2. Commercial proposal should be in third cover only and any deviation will lead to disqualification of the bidder.

3. All the documents should be spiral or hard bound with proper index numbering. No loose papers would be accepted and could lead to disqualification
4. The Bidder should ensure that all the required documents, as mentioned in this NIT are submitted along with the bid and in the prescribed format only. NFAI will not accept delivery of Proposal in any manner other than that specified in this NIT. 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.
5. **No Deviation Bid:** It is required that all the Bids submitted in response to this NIT should be unconditional in all respects, failing which NFAI reserves the right to reject the Bid.

2.4 Signing of Contract

Once NFAI notifies the successful Bidder that its proposal has been accepted, NFAI shall enter into a separate Agreement, incorporating the conditions of the NIT and its amendments and any special conditions during negotiations between the NFAI and the successful Bidder.

3 Scope of Work

The broad scope of work includes the following categories:

- a. Pre-event support activities
- b. Set up and event management of the inaugural session
- c. Establishment of food and handicraft court
- d. Set up and event management of the closing session
- e. Other logistic & management activities

3.1 Pre-event Management Support activities

The EMA shall work closely with NFAI and DFF to carry out the following works

- i. Sending out the invitation cards to invitees (approx.. 1500)
- ii. Setting up of RSVP unit to help seek RSVP as per the convenience of VIPs through rigorous follow up
- iii. Designing space for the flow of invitees, artists and general public
- iv. Assisting NFAI and DFF to carry out protocol activities such as managing hotel accommodation and travel arrangements.
- v. Drafting the scripts for the comperes for the Inaugural and Closing Ceremonies

- vi. Decorating with tree hanging lights the pathways from FTII & NFAI entrance to respective auditoriums and the Shantaram Pond surrounding area (venue of inaugural and closing ceremony)
- vii. Testing of all light and sound equipment prior to the event

3.2 Event management at Inaugural and closing function

The event management activities at the inaugural session include:

- i. Designing, decor and installation of stage with state of the art PA system and LED displays (2nos. 80 inches) with projection and sound facilities; background projection for cultural performances (max size as per stage design)
- ii. Seating arrangement for 500 people with provisioning of well cushioned chairs, dias/seating plans and arrangements, name plates etc.
- iii. Décor of venue would include proper lighting, aesthetics, thematic entrance arch, pathways etc.
- iv. Receiving and seeing off artists, performers and film personalities at the airport/Hotel/ FTII & NFAI campus
- v. Managing the booked hotel accommodations and escorting the invitees to their Hotel and auditoriums as per their schedule
- vi. Resolving any queries/ concerns the invitees may have regarding their accommodation and travel
- vii. Putting in place ushering arrangements at the opening function, screenings, rehearsals and quizzes
- viii. Provision of Master of Ceremonies with a team to control the flow of main events at both NFAI and FTII auditoriums
- ix. Provision of presentation girls for handing over bouquets and mementos to dignitaries
- x. Provision of comperes for programmes like daily screenings and quiz
- xi. Provision of Hall managers and Queue managers inside the auditoriums
- xii. Provision of technical coordinator and sound engineers
- xiii. Managing the stage set-up, and entry and exit of performing artists at the Shantaram Pond area
- xiv. Designing, décor and installation of inaugural venue – for cultural performances and inaugural/closing function

3.3 Establishment of a food and handicraft court at FTII

- i. The EMA shall set up well designed, thematic 8 food stalls and 4 handicraft stalls of the dimension 10 x 8 feet with the placement of banner on top of the stalls along with basic furniture which includes table, chairs, electric points etc. as per requirement. The EMA shall take care that adequate safety is ensured at the food stalls.
- ii. The EMA shall set up an open-air food court type arrangement which be an area for visitors and guests to have their food. This will include basic furniture of tables and chairs etc.
- iii. The EMA shall ensure that this area is kept clean at all times and has proper waste disposal arrangements. The EMA shall be responsible for proper disposal of the waste.
- iv. Design and installation of Stage and PA system for live performances at the food court.

3.4 Other logistic and management activities

- i. Provision of Hall managers and Queue managers inside the auditoriums
- ii. Provision of technical coordinator and sound engineers for the complete event including inaugural and closing ceremony
- iii. Setting up of 2 help desks – one at NFAI and one at FTII
- iv. Setting up of a Concierge Desks for depositing mobiles, bags, purses, etc.
- v. Provision of technical equipments compatible with troops' musical instruments, for musical performances on opening and closing ceremonies
- vi. Provision of lights and sound system for the complete event including the inaugural and closing sessions and performances
- vii. Provision of notation/ book stands for performers
- viii. Provision of directional signages for the auditorium, food and handicraft courts, performing arts, drinking water and toilets at both NFAI and FTII complexes
- ix. Provision of barricades for VIP and VVIP movement within the NFAI and FTII campus.
- x. Provision of floor markings from building entrance to auditorium at NFAI and FTII
- xi. Supply of bouquets – 40 no.s for presentation to VIPs and VVIPs
- xii. Provision of Still photography (Full frame camera- 2 camera persons) and HD Videography of all events. The EMA shall submit Still Photography images in a CD along with one Hard Copy set. The Videographs should be submitted in two (2) Master DVD and one Blu-ray copy. The edited video clippings to be provided for social media updates; final edited video to be provided for official purposes; It shall contain three (3) hours of edited copy of each event

4 Service Level

- 4.1** The EMA shall start the pre-event activity latest by January 18, 2017. The setup should be completed at least 2 days in advance of the event.
- 4.2** The EMA shall be monitored on each of the items for which quotations have been asked for. Any item that is not found to be of appropriate quality/ service standard, shall be liable for deduction of payment at the discretion of NFAI.

Note: There may be a change in the terms and conditions following the pre-bid meeting

5 Commercial bid format

- 5.1** The bidder is expected to submit the commercial proposal strictly as per the format prescribed in Annexure 1 along with covering letter as per the format mentioned at Annexure 2. The commercials submitted by the bidder should be inclusive of all taxes. The payment would be made to the bidder on actuals. The rate per unit quoted by the Bidder shall be used to arrive at the final payment in such cases.

6 Bid Evaluation Process

6.1.1 Bid Evaluation Committee

1. NFAI will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders
2. The BEC constituted by the NFAI shall evaluate the responses to the NIT (Envelope A, Envelope B and Envelope C) and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
3. The decision of the Bid Evaluation Committee in the evaluation of responses to the NIT shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
4. The Bid Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals. The Bidder shall submit requisite supporting documents/ certificates on the credentials. The BEC may visit Bidder's client site to validate the credentials/ citations claimed by the Bidder.
5. The Bid Evaluation Committee reserves the right to reject any or all proposals entails the basis of any deviations.
6. Each of the responses shall be evaluated as per the criteria and requirements specified in this NIT.
7. The BEC would submit its decision to the competent authority whose decision would be final and binding upon the bidders.

6.1.2 Pre-Qualification Criteria

The Bidder is required to fulfill all of the following eligibility criteria on date of submission of bid as mentioned in below table 1:

Table: 1

S.N	Eligibility Criteria	Document Proof
1	The bidder may be a sole bidder or a consortium of not more than 2 entities. The sole bidder/ lead bidder should be a Company Registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932.	Copy of the Certificate of Incorporation. In case of a consortium, a MOU clearly delineating the roles of each consortium member needs to be submitted.
4	The bidder should have average turnover of Rs 30 Lakhs in the last three financial year 2013-14, 2014-15 and 2015-2016.	A duly signed and stamped certificate from the Chartered Accountant mentioning the turnover details each of the Financial Year 2013-14, 2014-15 and 2015-2016. Or Audited P&L statement from practicing CA of last three financial years.
5	The Bidder should have a past Experience in conducting at least 3 events of similar magnitude and type <i>Note- Past experience should be from FY 2011 onwards.</i>	a. Copy of work orders duly signed and stamped b. List of film events undertaken
6	The bidder should not be blacklisted as on date by PSU /Government of India /State Government Departments	Undertaking from Authorized Signatory of the Bidder on company letterhead to be provided.

6.1.3 Process of Evaluation

1. Bidders who qualify on Envelope ‘A’ shall be considered for further Technical evaluation.
2. Bidders shall be evaluated as per prequalification criteria mentioned at 6.1.2.
3. The bidders who fulfil all the prequalification criteria will qualify for further Technical Evaluation (Envelope B) (Refer 6.1.4)
4. Bidders with minimum technical score of 65 marks in technical evaluation (Refer 6.1.4) will be considered to be eligible for financial evaluation (Envelope C) (Refer 6.1.5).

5. Amongst the bidders who are considered for financial evaluation, the Bidder scoring the highest composite score as per the clause 6.1.7 will be awarded the work as successful Bidder.
6. The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
7. In case of Single Bid, NFAI reserves the right to accept or reject the bid.
8. Financial details as required in the prequalification documentation shall not be deviated from. Any deviations shall lead to disqualification.

6.1.4 Technical Evaluation

The proposals from bidders will be evaluated based on evaluation parameters mentioned below.

1. The technical evaluation marks would be given 70% weightage and commercial evaluation marks would be given 30% weightage to arrive at a composite score.
2. The Bidder with the higher composite score shall be awarded the contract.
3. However, NFAI reserves the right to confirm the bidder with the highest composite score as successful bidder subject to negotiations and approval of competent authority.

Table: Technical Evaluation Criteria

S. No.	Criteria	Maximum marks
1.	Profile of the organization including financial status and reputation	15
2.	Past experience of similar work done in the events of repute <i>Bidder to submit all the relevant work experience documents</i>	15
3.	Kind of Manpower proposed	20
4.	Presentation: - Event design and décor proposed (50%) - Equipments proposed (25%) - Innovative Concepts and ideas (25%)	50
		100

6.1.5 Technical Score: (X)

The score secured based on evaluation of the Technical Bid as above shall be the Technical Score of the Bidder for the project being considered for evaluation (X).

$$\mathbf{X \text{ of the qualifying Bidder} = \text{Marks Scored by the respective Bidder}}$$

Only those Bidders who have secured a minimum Technical Score of 65 marks shall be declared as qualified for evaluation of their 'Financial Bid'.

6.1.6 Financial Score: (Y)

The financial offers shall be evaluated on the basis of total cost offered by the Bidder for the NIT. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

Based on the Financial Quote given by the Bidder, the Relative Financial Score (Y) will be calculated as below, only for the qualifying bidders.

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

The marks secured as above shall be the Relative Financial Score (Y) of the Bidder for the project.

6.1.7 Composite Score of the Bidders (Cs)

1. The Technical Score (X), as per Clause No. 6.1.5, and Relative Financial Score (Y), as per Clause No. 6.1.6, secured by each Bidder will be considered for computing the Final Composite Bid Score.
2. The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project.
3. The overall score will be calculated as follows:-

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

Where,

Cs = Final Composite Bid Score

X = Total Technical score of the qualifying Bidder

Y = Total Relative Financial Score of the qualifying Bidder

Composite score of the Bidders for a Project shall be worked out as under:

Table: Composite Bid Score			
Bidder	Technical Score	Relative Financial Score	Composite Score
	X	Y	Cs = (0.70 * X) + (0.30 * Y)
A			
B			
C			
D			

4. The preferred Bidder shall be the one securing the highest Final Composite Score.
5. In the event of two or more Bidders securing exactly the same composite score, then NFAI reserves the right to:
 - a. Declare the Bidder whose technical score is highest, among the bidders who have secured exactly the same composite score as preferred Bidder, Or
 - b. Invite fresh financial proposals from these bidders having same composite scores and evaluating these financial proposals, or
 - c. Adopt any other method as decided by NFAI.
6. NFAI reserves the right to confirm the preferred Bidder as successful Bidder subject to negotiations

7 Payment Milestones

S. no	Milestones	Payment (%)
1	On signing of the contract	20%
2	On mobilization of resources and set-up of event area	30%
4	On final sign off from NFAI post event closure	50%

8 Annexures

8.1 Annexure 1: Template for Commercial Proposal

S. No	Item Name	Qty	Unit Rate (Inclusive of Taxes) Rs.	Total Price (Rs.)
A	B	C	D	E = C X D
A. Manpower				
		2		
1.	Team Leader/ Show Producers – should be conversant with managing such events, familiar with lighting, sound and other technical requirements	1		
2.	Presenters/ Comperes (fluent with Hindi and English) for all events	2		
3.	Hall Managers	2		
4.	Presentation girls: 4 for opening ceremony, Jan. 28 th 2 for screening day, Jan 29 th 4 for closing ceremony, Jan 30 th	4		
5.	Ushers: should be an equal split of male and female 10 for opening ceremony, Jan. 28 th 4 for screening day, Jan 29 th 10 for closing ceremony, Jan 30 th	10		
6.	RSVP Unit	5		
7.	Help Desk at NFAI & FTII	2		
8.	Transport desk at NFAI & FTII	4		
9.	Hospitality desk at NFAI & FTII	4		
10.	Console operator for light and sound equipment	2	(Cost of 1 year)	
11.	Car calling personnel at NFAI & FTII	4		
12.	Queue managers inside auditoriums	4		
B. Equipment				

1.	Equipment for musical performances	As per requirement		
2.	Lights and sound including PA system	Lump sum		
3.	Notation/ Book stands for performers	1		
4.	Still photography with high resolution Full Frame Camera	As per requirement		
5.	HD Videography	As per requirement		
6.	Walkie-talkies	As per requirement		
C. Other items				
1.	Signage inside campus area (Flex or fame mounted) 4' x 3'	10		
2.	Signage inside auditorium area (Flex or fame mounted) 2' x 2.5'	8		
3.	Barricades	As per requirement		
4.	Floor marking from auditorium entrance to theatre	2		
5.	Name plates/ stickers for dias arrangements	20		
6.	Bouquets	40		
7.	10' x 8' stalls with banners and basic furniture	12		
8.	Tables (20) and chairs (80) for food court area	As mentioned		
9.	Décor charges	Lump sum		
10.	Any other item			
D. Service Charges				
1.	Event management fees	Lump sum		
2.	Design fees	Lump sum		

Total Cost (In Rupees)	
Total Cost in Words	

Note:

1. The quantities mentioned in the NIT are approximate and only for bidding purposes.
2. NFAI may choose to take or not take any of the items mentioned in the commercial proposal format at its discretion
3. The unit rates prescribed above would be applicable in case of any changes in the quantity and/or scope of work.
4. The bidder shall add rows under the respective heads of the commercial proposal for any items that may be deemed necessary for successful execution of the event.
5. The total cost would be considered for bid evaluation. However, item rates provided would be applicable for calculating the final payable amount based on the actual items sourced by NFAI.
6. All equipment needs to be of superior and durable quality. In case any item is found to be of sub-standard quality, it will be the responsibility of the vendor to replace with superior quality at the vendors expense.

8.2 Annexure 2 Covering letter for Commercial Proposal Format

Date: _____,

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

Subject: Submission of the Commercial bid for Film Collection Assessment

Dear Sir,

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

a. PRICE AND VALIDITY

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

b. UNIT RATES

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

c. COMPLIANCE

We declare that all the services shall be performed strictly in accordance with the bid documents, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid. We accept NFAI can delete any line item of the commercial proposal. Further we agree that additional conditions, if any, found in the bid documents, other than those stated in deviation schedule, shall not be given effect to.

d. TENDER PRICING

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

e. QUALIFYING DATA

We confirm having submitted the information as required by you in your bid document. In case you require any other further information/documentary proof in this regard

before evaluation of our bid response, we agree to furnish the same in time to your satisfaction

f. BID PRICE

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

g. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee (as per Annexure 3) of the NIT document # ____.

Our Commercial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the contract period.

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

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

Thanking you,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm: _____

Address: _____

8.3 Annexure 3 Template for Performance Bank Guarantee

<<On Rs. 500 Stamp paper>>

To,

Administrative Officer,
National Film Archive of India (NFAI),
Law College road,
Pune - 411004

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

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

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

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

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

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

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

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- b. This Bank Guarantee shall be valid up to <<insert date>>)
- c. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

8.4 Annexure 4 Template for Bank Guarantee

<<On Rs. 500 Stamp paper>>

To,
Administrative Officer,
National Film Archive of India (NFAI),
Law College road,
Pune – 411004

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

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

The conditions of this obligation are:

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- a. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- b. This Bank Guarantee shall be valid up to <<insert date>>)
- c. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date: