Request for Proposal

FOR

“Selection of Agency for DCP (Digital Cinema Package) work at NFAI”

RFP NO 302/44/2016-NFHM

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

1 INTRODUCTION..............................................................................................................................3
1.1 KEY EVENTS AND DATES..............................................................................................................3
2 INSTRUCTIONS TO BIDDER..............................................................................................................3
2.1 BIDDER INQUIRIES......................................................................................................................3
2.2 EARNEST MONEY DEPOSIT (EMD) & TENDER FEE ................................................................3
2.3 SUBMISSION OF BIDS ...................................................................................................................4
2.4 SIGNING OF CONTRACT...............................................................................................................5
3 SCOPE OF WORK...............................................................................................................................5
3.1 SETUP FACILITY FOR DCP, BLURAY (BR) & DVD CREATION AT THE NFAI OFFICE............5
3.2 DCP, BRDS & DVD CREATION AND STORAGE ......................................................................5
4 SLA................................................................................................................................................6
5 COMMERCIAL BID FORMAT .........................................................................................................7
6 BID EVALUATION PROCESS ..........................................................................................................7
7 PAYMENT MILESTONES..................................................................................................................11
8 ANNEXURES ..................................................................................................................................12
8.1 ANNEXURE 1: TEMPLATE FOR COMMERCIAL PROPOSAL....................................................12
8.2 ANNEXURE 2 COVERING LETTER FOR COMMERCIAL PROPOSAL FORMAT.......................14
8.3 ANNEXURE 3 TEMPLATE FOR PERFORMANCE BANK GUARANTEE ..................................16
8.4 ANNEXURE 4 TEMPLATE FOR BANK GUARANTEE ..................................................................18
1 Introduction

1.1 Key Events and Dates

<table>
<thead>
<tr>
<th>S. No</th>
<th>Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tender Release Date</td>
<td>20th Jan, 2017</td>
</tr>
<tr>
<td>2.</td>
<td>Last date to submit queries</td>
<td>30th Jan, 2017; 6 pm</td>
</tr>
<tr>
<td>3.</td>
<td>Pre- Bid meeting</td>
<td>31st Jan, 2017; 3pm</td>
</tr>
<tr>
<td>4.</td>
<td>Last date for submission of bids</td>
<td>13th Feb, 2017; 3pm</td>
</tr>
<tr>
<td>5.</td>
<td>Opening of Tender</td>
<td>13th Feb, 2017; 4pm</td>
</tr>
<tr>
<td>6.</td>
<td>Presentations</td>
<td>To be intimated later</td>
</tr>
<tr>
<td>7.</td>
<td>Opening of Financial Bids</td>
<td>To be intimated later</td>
</tr>
</tbody>
</table>

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  

osdnfhm@gmail.com

2.2 Earnest Money Deposit (EMD) & Tender Fee

a) The sealed Quotation should be accompanied by Tender Fee of Rs. 5,000/- and Earnest Money Deposit of an amount of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of bank Guarantee / Fixed Deposit / Demand Draft 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 15 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 RFP are submitted along with the bid and in the prescribed format only. NFAI will not accept delivery of Proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected. Non-submission of the required documents or submission of the documents in a different format / contents may lead to the rejections of the bid proposal submitted by the Bidder.

5. **No Deviation Bid:** It is required that all the Bids submitted in response to this RFP should be unconditional in all respects, failing which NFAI reserves the right to reject the Bid.

### 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 RFP and its amendments and any special conditions during negotiations between the NFAI and the successful Bidder.

### 3 Scope of Work

#### 3.1 Setup facility for DCP, BluRay (BR) & DVD creation at the NFAI office

The vendor, on receiving Purchase Order/ Work Order from NFAI, will setup a DCP creation facility in NFAI premises for creation of DCP, BR & DVD. Following is the list of indicative tasks;

i. The vendor needs to setup and install the required infrastructure as per the requirement specified in the document. This includes all requisite hardware, software for DCP creation including perpetual licenses.

ii. Then vendor shall ensure that sufficient skilled staff is deployed to perform the work.

iii. The bidder is required to use the existing workstation available with NFAI i.e. HP-Z800, and LTO tape library in order to setup the infrastructure

iv. Currently, NFAI have over 566 number of titles digitized and stored in LTO-4 and kept at NFAI Phase II location.

#### 3.2 DCP, BRDs & DVD creation and Storage

i. The bidder is required to create the DCPs, BR & DVD from the existing storage mediums viz. LTOs, VCD, DVD etc.

ii. The bidder should provide DCP compliant to SMPTE international standards and compatible to all Digital Cinema Projection Equipments used world-wide.
iii. The bidder has to provide DCP on DX115 (CRU drivers) carriers or LTO tapes, as requested by NFAI from time to time.

iv. Files are to be converted in high quality digital format with superior Audio and Video quality. The original aspect ratio of the title has to be maintained.

v. DCP encoding software should have both encrypted as well as unencrypted options.

vi. After conversion, quality assurance to be performed by the bidder. This includes viewing of complete title so created and certifying the same during submission to NFAI. The vendor will be responsible for quality assurance and perform 100% quality check. The billing would happen on successful submission of the certificates and appropriate sign-off from NFAI authorities. The vendor is responsible to go through all movie tapes to see if they are complete and legible. The vendor will undertake Quality Control processes for all aspects of processing and post-processing of records.

vii. All Storage media such as Hard Drives, BRDs & DVDs shall be procured by bidder. All media provided shall be of superior quality and durable.

viii. Title duplication is to be avoided.

ix. The bidder is responsible to add the available subtitles and ensure precise synchronisation of the same.

x. The time required for carrying out the DCP mastering work should be specified. However, some times in emergency DCP work is required to be carried out immediately. The bidder should be in a position to carry out the DCP work as per NFAI’s time frame.

xi. After successful setup of the infrastructure, 10 selected titles to be completed in all respect within one month of Infrastructure setup with NFAI sign-off.

xii. Bidder has to train the NFAI staff about entire conversion process as and when required by NFAI during entire period of contract.

3.3 Annual Maintenance:

i. Bidder has to provide annual maintenance of entire solution for 5 years.

ii. Bidder would be responsible for the warranty/guarantee of the products.

iii. The entire solution should be operational for the entire contract period and comprehensively covered under Annual Maintenance.

4 SLA

4.1 The bidder shall commence the procurement activity within a week of issue of work order. The setup of the Infrastructure should be completed within maximum 6 weeks of issue of work order.
4.2 After the title conversion, if it is found that the conversion is not appropriate as per the specified standards, the bidder is required to redo the entire activity with no additional cost to NFAI.

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 RFP (First Cover, Second Cover and Third Cover) 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 RFP 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 criterions and requirements specified in this RFP.
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

<table>
<thead>
<tr>
<th>S.N</th>
<th>Eligibility Criteria</th>
<th>Document Proof</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The bidder should be a Company Registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932.</td>
<td>Copy of the Memorandum and article of association OR Copy of the Certificate of Incorporation</td>
</tr>
<tr>
<td>2</td>
<td>The bidder should have average turnover of Rs 25 Lakhs in the last three financial year 2013-14, 2014-15 and 2015-2016.</td>
<td>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&amp;L statement from practicing CA of last three financial years.</td>
</tr>
<tr>
<td>3</td>
<td>The Bidder should have a Past Experience in encoding / converting at least 100 film titles in the previous 5 Financial Years Note- Past experience should be from FY 2011 onwards.</td>
<td>a. Copy of work orders duly signed and stamped b. List of film titles undertaken by the Bidder Note: The dates on the Project completion certificate / work order of the five preceding financial years only will be considered</td>
</tr>
<tr>
<td>4</td>
<td>The bidder should not be blacklisted as on date by PSU /Government of India /State Government Departments</td>
<td>Undertaking from Authorized Signatory of the Bidder on company letterhead to be provided.</td>
</tr>
</tbody>
</table>

6.1.3 Process of Evaluation

1. Bidders who qualify on First Cover shall be considered for further Technical evaluation.
2. Bidders shall be evaluated as per prequalification criteria mentioned in Section 6.1.2.
3. The bidders who fulfil all the pre-qualification criteria will qualify for further Technical Evaluation (Second Cover) (Refer Section 6.1.4)
4. Bidders with minimum technical score of 65 marks in technical evaluation (Refer Section 6.1.4) will be considered to be eligible for financial evaluation (Third Cover) (Refer Section 6.1.5).
5. Amongst the bidders who are considered for financial evaluation, the Bidder scoring the highest composite score as per the Section 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 should be given 70% weightage and commercial evaluation marks should 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

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Criteria</th>
<th>Maximum marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Experience and reputation of the bidder&lt;br&gt;Profile of the organization including financial status and reputation</td>
<td>15</td>
</tr>
<tr>
<td>2.</td>
<td>Past experience of similar work done in India and abroad for professional film archives / media companies / (extra weightage will be given for relevance of work )&lt;br&gt;&lt;i&gt;Bidder to submit all the relevant work experience documents&lt;/i&gt;</td>
<td>15</td>
</tr>
<tr>
<td>3.</td>
<td>Technical Equipment’s proposed</td>
<td>20</td>
</tr>
<tr>
<td>4.</td>
<td>Approach and Methodology for digitization of work&lt;br&gt;- Implementation Timelines (20%)&lt;br&gt;- Conversion Techniques and mechanism (20%)&lt;br&gt;- Sub-titles mapping approach (20%)&lt;br&gt;- Quality Assurance process (20%)&lt;br&gt;- Storage Mechanism for the output DCP files (20%)</td>
<td>50</td>
</tr>
</tbody>
</table>

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).

\[
X \text{ of the qualifying Bidder} = \frac{\text{Marks Scored by the respective Bidder}}{\text{Maximum marks}}
\]
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 RFP. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/summation error etc. the bid may be rejected.

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

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

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 Section 6.1.5, and Relative Financial Score (Y), as per Section 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:-

\[ C_s = (0.70 \times X) + (0.30 \times Y) \]

Where,

\[ C_s = \text{Final Composite Bid Score} \]
\[ X = \text{Total Technical score of the qualifying Bidder} \]
\[ Y = \text{Total Relative Financial Score of the qualifying Bidder} \]

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

<table>
<thead>
<tr>
<th>Table: Composite Bid Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>A</td>
</tr>
<tr>
<td>B</td>
</tr>
<tr>
<td>C</td>
</tr>
<tr>
<td>D</td>
</tr>
</tbody>
</table>
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

<table>
<thead>
<tr>
<th>S. no</th>
<th>Milestones</th>
<th>Payment (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>On signing of the contract</td>
<td>20%</td>
</tr>
<tr>
<td>2</td>
<td>On mobilization of resources and commissioning of all the necessary equipment’s at NFAI premises</td>
<td>30%</td>
</tr>
<tr>
<td>3</td>
<td>Quality review of the work completed. Review shall be done by the NFAI</td>
<td>20%</td>
</tr>
<tr>
<td>4</td>
<td>On final sign off from NFAI</td>
<td>30%</td>
</tr>
</tbody>
</table>
| 5     | Annual Maintenance Charges
   Note: To start after the signoff from NFAI and will be paid quarterly at the end of the quarter | Distributed equally for 20 quarters |
8 Annexures

8.1 Annexure 1: Template for Commercial Proposal

<table>
<thead>
<tr>
<th>S. No</th>
<th>Item Name</th>
<th>Qty</th>
<th>Unit Rate (Inclusive of Taxes)</th>
<th>Total Price (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A 1</td>
<td>DX115 Frame/Bay</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A 2</td>
<td>DX115 Carrier</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A 3</td>
<td>SATA Drives compatible to the DCP setup (1 TB)</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A 4</td>
<td>External Hard Drives (2 TB)</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A 5</td>
<td>DCP Encoding software with KDM facility and perpetual licenses</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A 6</td>
<td>BR/DVD Authoring software and perpetual licenses</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A 7</td>
<td>DVD with jewel case</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A 8</td>
<td>BR-Disc with jewel case</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A 9</td>
<td>DVD Writer/Reader</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A 10</td>
<td>BR-Writer/Reader</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A 11</td>
<td>AMC of the entire solution (5year)</td>
<td>(5year)</td>
<td>(Cost of 1 year)</td>
<td></td>
</tr>
<tr>
<td>A 12</td>
<td>Onsite per title conversion cost (DCP, BR, DVD)</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A 13</td>
<td>High end computer with 30” display with minimum specifications as follows;</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 2 Nos Intel E5 2667 Processor 3.2 Ghz, 8 Core or better</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 64 GB DDR4 ECC RAM or better</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 4 nos. 2 TB SATA HDD 6200 RPM 6 GBPS in RAID 5 or better</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Nvidia M4000 3D Graphics with 8GB VRAM or equivalent</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Licenses OS software, (Windows)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 16 DIMM slots for DDR4 ECC Memory upgrability and expandable upto 256 GB or equivalent</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• IEEE – 1394a – 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 125 W, 90% efficient power supply</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• USB 2.0 - 6 or more</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Request for Proposal for Selection of Agency for DCP (Digital Cinema Package) work at NFAI.

- Serial Port – 1
- PS/2 keyboard and mouse
- RJ – 45 to integrated Gigabit LAN – 2 or more
- Audio Line In – 1
- Audio Line Out – 1
- Microphone In – 1
- Integrated Broadcom 5764 PCIe LOM controller or equivalent.
- Broadcom (5761) NetXtreme Gigabit Ethernet Plus NIC or equivalent.
- Intel Gigabit CT Desktop NIC

<table>
<thead>
<tr>
<th>Total Cost (In Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Cost in Words</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Note:

1. The quantities mentioned in the RFP are approximate and only for bidding purposes.
2. The unit rate will be applied to arrive at the amount payable based on the actual work carried out.
3. The unit rates prescribed above would be applicable in case of any changes in the quantity and/or scope of work.
4. 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.
5. The total price is inclusive of all taxes and duties.
6. NFAI may require additional quantity as per requirement, the payment for which to be made as per unit cost mentioned.
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 Request for Proposal 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 RFP documents. We hereby confirm that our prices include all taxes and duties. 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 RFP documents.

e. QUALIFYING DATA

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

f. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated 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 RFP 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 RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to NFAI.

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

The conditions of this obligation are:

a. If the Bidder having its bid withdrawn during the period of bid validity specified by the Employer in the RFP #; or

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

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP #>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

a. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
b. This Bank Guarantee shall be valid 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: