

**Notice Inviting Tender (NIT)
FOR
“Engagement of Security Services at National Film Archive of India”**



**राष्ट्रीय फिल्म संग्रहालय
NATIONAL FILM ARCHIVE OF INDIA
सूचना एवं प्रसारण मंत्रालय
MINISTRY OF INFORMATION AND BROADCASTING
भारत सरकार/GOVT OF INDIA**

विधि महाविद्यालय /पुणे – 411004 / LAW COLLEGE ROAD, PUNE 411004

Ref. No. 72/5/2017

25 August 2021

1. Bids (Technical & Commercial) in separate sealed cover are invited for and on behalf of President of India for engagement of Security Services listed in Part II of this NIT. Please super scribe the above-mentioned Title, NIT number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this NIT are given below:

a.	Bids/queries to be addressed to	Deputy Director cum Curator, National Film Archive of India (NFAI)
b.	Postal address for sending the Bids	National Film Archive of India, Law College Road, Pune- 411004
c.	Name/designation of the contact personnel	Shri. H. L Guru Prasad, Deputy Director cum Curator
d.	Telephone number of the contact personnel	020-29809379
e.	e-mail ids of contact personnel	osdnfhm@gmail.com

The table below mentions the revised dates related to the NIT schedule:

Sr. No	Particulars	Remarks
1	Cost of the NIT to be paid in form of a Demand Draft/Pay Order from any scheduled commercial bank in name of "Sr. Accounts Officer, ROB Pune" payable at Pune	Rs. 1500/-
2	Release of NIT	25 August 2021
3	Submission of queries	27 August 2021 Up 1400hrs.
4	Pre-Bid meeting with agencies	27 August 2021 at 1600hrs.
5	Last date for submission of NIT response	3 September 2021 Upto 1500hrs.
6	Bid Opening	3 September 2021 Upto 1600hrs.
7	Opening of Commercial Proposal	To be intimated later
8	Correspondence details	Shri. H. L. Guru Prasad Deputy Director cum Curator, National Film Archive of India, Contact – (020) 29701569 Email ID – osdnfhm@gmail.com
9	Submission details	Shri. H. L. Guru Prasad Deputy Director cum Curator, National Film Archive of India, Contact – (020) 29701569 Email ID – osdnfhm@gmail.com

3. **This NIT is divided into five parts as follows:**

- a. **Part I:** Contains General Information and instructions for the Bidders about the NIT such as the time, cost of tender document, Bid Security Declaration, place of submission and opening of tenders, validity period of tenders, etc.
- b. **Part II:** Containing essential details of the services required, such as the Schedule of Requirements (SOR), Scope of Work and eligibility criteria etc.
- c. **Part III:** Contains Standard Conditions of NIT, which will form part of the Contract to be signed with the successful Bidder.
- d. **Part IV:** Contains Special Conditions applicable to this NIT and which will also form part of the contract to be signed with the successful Bidder.
- e. **Part V:** Contains Evaluation Criteria and Format for Price Bids.

4. **This NIT is being issued with no commitment and the NFAI reserves the right to change or vary any part thereof at any stage. NFAI also reserves the right to withdraw the NIT, should it become necessary at any stage, without citing any reason whatsoever.**

Part I – General Information

1. **Last date and time for depositing the Bids:**

3 September 2021 - **Up to 1500hrs.**

The sealed Bids should be deposited / reach NFAI by the due date and time. The responsibility to ensure this lies with the Bidder. Late bids will not be accepted.

2. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as “Tender for providing Security Services in National Film Archive of India”, Pune or sent by registered post at the address given in para (2) at first page so as to reach on or before the due date and time. **Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.**

3. **Time and date for opening of Bids:**

3 September 2021 - **1600hrs.**

(If due to any exigency, the due date for opening of the Bids is declared a holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the NFAI).

4. **Location of the Tender Box:**

Administration Section, National Film Archive of India, Law College Road, Pune-41004

5. **Place of opening of the Bids:**

Conference Room, 1st Floor, National Film Archive of India, Law College Road, Pune- 411004

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of technical Bids on the due date and time. Details of technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. **This event will not be postponed due to non-presence of your representative.**

6. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo/letter head inter alia furnishing details like TIN number, ESI, EPF number, PAN

Number, GST Number, Bank Branch address with e-payment Account etc. with complete postal & e-mail address of their office.

7. **Pre-Bid Meeting:** A Pre-Bid meeting of the bidders shall be convened at the designated date, time and place as mentioned in the NIT schedule above. The interested Bidder have to submit the queries by email addressed to “Deputy Director cum Curator” before the time stipulated as mentioned in the schedule above. Queries submitted beyond the stipulated time may not be considered by NFAI. Bidders submitting their queries in any other format shall not be accepted by NFAI.
8. **Modification and Withdrawal of Bids:** Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids.
9. **Clarification regarding contents of the Bids:** NFAI reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. NFAI does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender without assigning any reason whatsoever. NFAI also has the right to re-issue the Tender without the Bidders having the right to object to such re-issue
10. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summarily rejection with forfeiture of BSD. Conditional tenders will be rejected.
11. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this NIT.
12. **Validity of Bids:** The Bids should remain valid till 180 days from the last date of submission of the Bids.
13. **Cost of tender:** This tender document can also be downloaded from our web site **www.nfai.gov.in** and **Central Public Procurement Portal <https://eprocure.gov.in>**. The downloaded tender document can be submitted by paying Rs. 1500/- (Rs. One Thousand and Five Hundred Only) in the form of Demand Draft / Pay order in favour of Sr. Accounts officer, ROB, Pune to be enclosed with the filled in tender form.
14. **Bid Security Declaration:** Bidder shall submit, along with their Bids, Bid Security Declaration in favor of “Deputy Director cum Curator, NFAI”, and should be valid for 6 months from the submission date of the Bidders Bids. Refer Annexure I
 - a) The Bid / Proposal submitted without Bid Security Declaration, as mentioned above,

will be summarily rejected.

The clauses under Bid Security Declaration made by the bidder will be invoked if:

1. Bidder withdraws its bid before opening of the bids.
2. Bidder withdraws its bid after opening of the bids but before Notification of Award.
3. Selected Bidder withdraws its bid / Proposal before furnishing Performance Bank Guarantee.
4. Bidder violates any of the provisions of the NIT up to submission of Performance Bank Guarantee.
5. Selected Bidder fails to accept the order within five days from the date of receipt of the order. However, NFAI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

15. Two bid system- It is a two-bid system. Only the technical bids would be opened on the time and date mentioned above. Date of opening of financial/price bid will be intimated after evaluation and acceptance of technical bids by the NFAI. Financial/price bids of only those firm will be opened, whose technical bids are found compliant/suitable after technical evaluation is done by the customer i.e. NFAI

Part II - Essential details of Items/Services required

1. Schedule of requirements: Details of Security Services required is as follows:

S.N.	Nature of Security work	No. Of persons
1.	Security Supervisor	1
2.	Security Guard (Each Duty will be 8 Hrs.) at NFAI Phase I to be deployed in three different concurrent shifts. Please refer the table A below for details.	11
4.	Security Guard (Each Duty will be 8 Hrs.) at NFAI phase II to be deployed in three different shifts	10
	Total:	22

Note:

- The Security person requirement may differ and will be on requirement basis. The final Nos. of Security personal will be decided by NFAI after finalizing the work order. However, per person per shift rate shall be used to arrive at the final payment to the Bidder.
- The personnel provided shall need to undertake the work as mentioned in the Scope of Work

Table A: Shift details

Shift Number	Timings
1	7:00 am to 3:00 pm
2	3:00 pm to 11:00 pm
3	11:00 pm to 7:00 am

2. Technical Details & Eligibility Criteria (Terms & Conditions):

Eligibility criteria

<u>Sr. No</u>	<u>Criteria</u>	<u>Supporting document</u>
1	The bidder should be a registered entity under the relevant Acts in India	Copy of a valid certificate of registration to be provided
2	Experience: The Bidder must have minimum three years of experience of providing at least 25 nos. of manpower in similar work in any organization, Govt. / PSU / Corporate House.	Minimum 3 Work Orders / Purchase Orders / (from 2018-19, 2019-20 and 2020-21) /Contract showcasing work of providing minimum 25 manpower each in similar work
3	The Bidder must have a valid PAN/TIN, ESIC and GST registration number, central/State Labour Dept., ESIC, EPFO and GST authorities	Copy of all the certificates to be submitted
4	The Bidder must have a valid license for security services of the Private Security Agencies (Regulation) Act, 2005 for current year and for the last three years	Copy of all the certificates to be submitted
5	The Bidder must have office in Pune as on date of submission of the Bid response to this NIT	Necessary documentary evidence to be provided on bidder's letter head
6	The Bidder must have an average turnover from security services of 25 Lakhs in the past 3 financial years i.e. 2017-18, 2018-19 and 2019-20	Audited P&L statements AND Turnover Certificate for last three years from a Chartered Accountant to be provided
7	The Bidder must not be blacklisted by any Central Government/State Government/Autonomous Bodies of Central and State Government	Self-Certification by bidder on their respective letter head duly signed by the authorized signatory mentioning that the Bidder has not been blacklisted by any State Govt. or Central Govt. department and organization in India as on date of submission of this bid.

Note: It is mandatory and shall be the responsibility of the Bidder to undertake the background and a police verification of the staff that will be deployed at NFAI. Only those who clear the Background and Police verification shall be deployed for work at NFAI. The necessary document in this regard shall be produced by the contractor / supplier from time to time

3. Scope of Work (At Phase I - Law College Road & Phase II - Kothrud Office)

All the security personnel deployed at NFAI will ensure that they are fully conversant with the NFAI's business activities and its related security requirements. It shall be mandatory for the security service provider to follow the below mentioned scope requirements:

CODE OF CONDUCT:

The Security Personnel will strictly observe that they:

- a. Are smartly turned out, dressed in uniform and vigilant.
- b. Are always punctual and arrive at least 15 minutes prior to the start of shift.
- c. Take charges of their duties properly and thoroughly.
- d. Perform their duties with honesty and sincerity.
- e. Read and understand their assigned duties and responsibilities and follow the same.
- f. Extend respect to all the NFAI staff members at both the facilities.
- g. Shall not consume liquor or any other items of the like nature whilst on duty.
- h. Will not engage themselves in gossip or chit chat whilst on duty.
- i. Will not leave the post unless their reliever comes.
- j. Will immediately report to the Deputy Director cum Curator at NFAI if any untoward incident/misconduct or misbehavior occurs.
- k. In case of any clarifications in their assigned duties, the security personnel will approach the Deputy Director cum Curator, NFAI, the Security Supervisor & other concerned Patrolling.
- l. Officers/Supervisors will make periodic rounds around the premises and submit the report on their observations/findings to the Deputy Director cum Curator at NFAI on a monthly basis.

CONFIDENTIALITY:

There shall maintain confidentiality as to the following:

- a. The location, Phone Nos., Contacts & Mobile Nos. of the key personnel and the movement plans of NFAI will not be given to anyone
- b. Car make, car number and color
- c. Telephone Number and any other information given by the concerned officials of NFAI
- d. Location details.
- e. Meetings and conference schedules.
- f. Visit programs of VIP's visiting NFAI.
- g. Site Plans, Building plans & other drawings/approvals of NFAI
- h. Travel details of NFAI officials.

SECURITY SUPERVISOR:

- a. The Security Supervisor is responsible for monitoring the entire Security staff deployed at NFAI facility and shall also ensure that the security arrangements are in accordance with the given instructions
- b. The Security Supervisor will be on patrol at all times through the shift so as to ensure that the security personnel are carrying out the assigned duties properly
- c. The Security Supervisor shall check all the records, registers and other documents handed over to them and which are relevant to them in their duties on a daily basis and shall ensure that all the records are updated and properly maintained
- d. The Security Supervisor should have a close rapport with the Police, Fire Brigade and Hospitals and in case of any emergency of any nature, he should be able to deal with the situation.
- e. The Security Supervisor should also maintain the Telephone Numbers including residence Numbers & Mobile Numbers of the Senior officials of NFAI
- f. The Security Supervisor should ensure that all the visitors are treated with respect and courtesy and escort the VIP delegates of NFAI
- g. The Security Supervisor should perform maintenance checks on Fire Fighting equipment and other equipment as may be applicable and inform the concerned officials of NFAI regarding any replacements/maintenance to be done.

UNIFORM:

It shall be the responsibility of the Bidder that they should not wear the uniform of the Army, Air force, Navy or any other armed forces of the Union or Police or any dress having the appearance or bearing any of the distinctive marks of their uniform. Apart from this, the uniform that the security personnel wear should be clean, ironed and 'Khaki' in color which will be decided by NFAI and the bidder has to provide that particular uniform to all its personnel.

PENALTIES:

- a. If any security guard is found sleeping on duty a sum of Rs. 500/- shall be deducted at each instance and if the specific personnel are repetitively found sleeping, the said security guard shall not be allowed to work in the campus.
- b. Short staffing, based on minimum agreed deployment available at all times, will be Rs. 1000/-. Repetition of the same will invite heavy penalty. Further, unless personal default like sleeping etc. The penalty so imposed will not be passed on security personnel as the same will deem to be lapse of the agency.
- c. NFAI shall be entitled to deduct @ Rs.1000/- per incident where the "eyes" on public realm requirements are not met except in the event of emergency situations. The same will be based on NFAI's observation / reporting only.

- d. If any personnel are replaced without taking proper security clearance from NFAI, such action shall be treated as deficiency in service and deduction as mentioned above shall be imposed.
- e. Major theft / losses- the service provider shall be responsible and liable for loss caused to any person/s or to NFAI due to theft, loss and deduction thereof shall be proportionate to the loss, damages and expenses incurred or suffered by NFAI. The service provider shall indemnify and keep NFAI and its officers, employees indemnified/ harmless against all claims, injuries, losses suffered or incurred caused to be suffered or incurred by NFAI and its officers, employees due to any act of omission of the service provider or its employees, workmen, representative agent. In addition, Rs. 10,000/- will be deducted on each lapse pertaining to theft / pilferage attempts/ roadblocks/ disruption of activities.
- f. Service provider shall conduct periodic checks of its own to verify training, coverage and completion of record. If any of these are found to be faulty, NFAI shall be within its rights to impose suitable penalty. In the event of violation of same i.e. Rs. 500/- per person per month.
- g. No security guard shall perform continuous duty after completion of his respective shift of 8 hours.
- h. Other – security guards not wearing Standard uniform/ poorly turned out, NFAI shall deduct Rs.500/- per incident. Vehicle Log not maintained/ vehicle leaved without proper authority, NFAI shall deduct Rs. 500/- per incident, etc...

SECURITY GUARD:

- a. The guard shall ensure that all the visitors sign in the visitor's book and also declare all the media assets such as laptops, software diskettes, samples and all other items brought in at the visitor property register kept at the security place
- b. They shall also ensure that these medias are counted and checked prior to their departure
- c. The guard shall ensure that appropriate badges are issued to the visitors and the Patrolling guards escort them. The necessary badges need to be arranged by the Bidder providing Security Services
- d. The guard shall not permit the visitors to enter NFAI facility on their own. They will ensure that all the visitors, suppliers and others are escorted by the respective staff members dealing with them
- e. The guard will be courteous to the visitors and shall not resort to arguments when confronted with the issues
- f. The guard shall not permit the unauthorized items into the building. At the same time, the items which are to be taken out will not be permitted without the Material Gate Pass or other form of Letter of Authorization to remove the materials
- g. The guard shall not leave the post without informing the supervisor and also without a proper reliever

- h. The guard shall ensure that the Reception area is kept clean & tidy
- i. The guard shall check the Logbooks maintained by the drivers for all the regular vehicles hired by NFAI
- j. The guard shall ensure that the NFAI staff entering the NFAI premises are wearing the identity card or badges at all the times and should restrict the entry without someone wearing the identify card
- k. The guard shall maintain the returnable and non-returnable registers as well as the testing material movement registers
- l. The guard shall ensure that all the visitors sign in the visitors' book and also declare all the medias such as laptops, software diskettes, samples and all other items brought in at the visitor property register kept at the security place. They shall also ensure that these medias are counted and checked prior to their departure
- m. The guard shall monitor the Generator/UPS room and ensure that no unauthorized persons have access and shall always be on patrol from one end to another with special attention at the backside gates
- n. The guard shall report any unauthorized entry / irregularity / emergency noticed by them to their Security Supervisor who in turn will report the same to the concerned officials of NFAI
- o. The guard shall keep a watch on the areas behind the NFAI premises so as to avoid any trespassers
- p. The guard shall ensure that all the desk lights; fans & Air conditioners (only at the workstation areas) are switched off during the office closing hours before locking the facility. He shall also ensure that all the windows are properly locked while closing the facility
- q. The guards shall not touch the computers, laptops, modems & other equipment's housed in the critical areas like equipment, server rooms, console rooms etc.
- r. The guards shall carryout the patrolling every hour once the office is closed
- s. The guard shall keep a watch on the contractors/casual laborers working in NFAI premises.
- t. The guard shall bring all the mails belonging to NFAI from the post office, if required
- u. In case the guard observes anything unusual or some untoward incidents happening, he should report the same to his Supervisor who is turn will report the same to the concerned officials of NFAI.
- v. In case of power failure, the guard shall inform the Electricians on duty to switch on the DG set immediately.
- w. In case diesel is purchased for the DG set, the records regarding the stock of diesel, diesel consumption etc. shall be entered in the registers meant for the purpose.
- x. The guard at the stores area shall maintain the various Material movements registers such as Incoming Returnable Material register, Incoming Non-

Returnable Material register, Outgoing Returnable Material register and Outgoing Non-Returnable Material register and the necessary entries shall be made in these registers as per the instructions of the concerned officials of STPI at stores.

- y. The guard shall maintain a register for the files coming in and moving out of stores as per the instructions of the concerned officials of NFAI.
- z. The guard shall maintain a separate registers for the in & Out movement of different personnel such as Staff members from other Groups, Visitors to stores, Security & other contract staff members respectively

DUTY HANDING OVER & TAKING OVER:

The following procedures shall be followed at the time of duty hand over & take over.

- a. The guard taking over the duty will go through the log and the entries made in the previous shift and discuss the progress plan with the reliever
- b. Both the guards will check the entire building area thoroughly
- c. The guard taking over shall check all the documents relevant to his duties under security before taking over the charge.
- d. The handing over and taking over reports and other relevant security registers will be given to the concerned officials of NFAI periodically for verification.

INSTRUCTIONS ON THE PERSONNEL MOVEMENTS:

The following instructions given by the concerned officials of NFAI shall be followed in handling the Personnel Movements in their day to day duties.

- a. The guards shall check the identity cards of all the employees while entering the premises.
- b. In case the employees have not got their identity cards, the relevant procedures/instructions as laid down by the Administration Department shall be followed.
- c. The In & Out records of the Personal belongings of the employees shall be recorded.
- d. The guards shall keep record of the Government holidays & other notified holidays pertaining to NFAI.
- e. In case of Contractors, Service Providers, Casual Laborers, External Agencies working upon the premises of NFAI, AMC vendors etc., separate set of badges will have to be issued by the security by making necessary entries in the registers kept for the purpose.
- f. In case there are any visitors, the Security staff will confirm with the staff member to whom the visitor wants to meet. If the staff member is available in the office, the visitor will be allowed to meet the staff member only after taking permissions from the concerned staff member whom he wishes to meet. If the

permission is granted by the staff member, then the security will direct the visitor to the reception

- g. The visitors shall be allowed to enter beyond the reception only if they are escorted by the employees or the security personnel.
- h. The guards shall be polite with the visitors and ask them to be seated in the reception till the concerned staff member takes over.
- i. The security personnel shall maintain separate attendance registers for House Keeping agencies, Landscaping agencies & contract plumber. They shall be allowed inside the NFAI by wearing the necessary badges meant for them

MATERIAL MOVEMENTS:

- a. Incoming documents (Whether it is by hand, By Courier or By Post shall be checked carefully and the same shall be received and forwarded to the concerned persons/departments after making necessary entries in the registers meant for the purpose.
- b. While dispatching the materials, the security personnel shall have a proper check as per the Delivery Challan/Gate Pass and ensure that no materials are sent without seal and signatures of the authorized persons. However, the records as to returnable and non-returnable materials shall be maintained by the security. A periodic status report shall be generated by the security and submitted to the concerned staff member of NFAI.
- c. Incoming materials shall be allowed by the security into the NFAI premises only if the same is supported by the Gate Pass/Delivery Challan.
- d. The Security shall ensure that no materials are taken out of the NFAI premises without the written consent of the concerned Departmental head.

EMERGENCY PROCEDURES:

- a. The security shall have all the addresses and contact numbers of the nearest police station, hospital, ambulance and fire brigade
- b. Security will immediately report any untoward incident/misconduct or misbehavior occurring in the NFAI premises to the Control room & also the concerned officials of NFAI
- c. Security should know all the emergency exit doors and main entry gates so that he can take suitable action properly.
- d. Security shall have the necessary capability to identify the emergency situations and its gravity.
- e. The emergency ring/alarm bell shall be available.

TELEPHONE HANDLING SKILLS:

- a. The Security Personnel shall have the necessary skills to handle the phone calls

- b. They should be able to answer the calls properly, take the messages & convey the same to the concerned person immediately
- c. The Telephone message logbook shall be provided to the security
- d. The Intercom shall be provided to the security

MAIL & COURIER MOVEMENTS:

- a. The Security shall maintain the incoming & outgoing mail/courier records properly. On receipt of incoming mails/couriers, the security shall place the Security seal & signature and record the incoming date & time. The same shall be delivered to the concerned staff members/departments by obtaining their signatures in the registers kept for the purpose. In case of outgoing mails/couriers, the same shall be dispatched by courier / post by noting the full details & obtaining signatures from the receivers in the registers kept for the purpose
- b. The security shall give the report of the lost/missing documents immediately to the concerned staff of STPI without fail

FIRE CONTROL:

- c. All the fire extinguishers/firefighting equipment's and fire alarm & smoke detectors systems shall be checked regularly and in case they are serviceable, the same shall be informed to the concerned officials at NFAI
- d. The guard shall check the life of fire extinguishers and then inform the concerned officials at NFAI in case they are due for recharge
- e. In case of fire, prompt action shall be taken by the security to safeguard the life and property of NFAI

KEY CONTROL:

- a. Key in and Key Out record to be maintained properly by the security
- b. The security shall take care of the keys properly
- c. In case the keys are lost/misplaced or damaged, the security should immediately inform the concerned officials at NFAI
- d. Key box to be provided to keep the keys safely. The box shall always be locked
- e. Keys shall be issued only to the personnel authorized by the concerned officials at NFAI
- f. The key handing over & taking over record shall be maintained by the security.

FRISKING/CHECKING PROCEDURES:

- a. All the Service Contractors/External Service providers such as House Keeping agencies, Landscaping agencies & contract plumber, AMC vendors, laborer engaged on office work shall be thoroughly frisked at the time of leaving the office premises everyday

- b. In case of any problems, the guard shall report the same to the concerned officials at NFAI.

The contractor should provide name, address, mobile number, **character certificate and other relevant information to NFAI. The contractor will also provide this information in an agreed format as and whenever the staff is engaged or relieved from the work.**

4. **Period of Contract:** The contract would be for one year from the effective date of contract. Please note that Contract can be cancelled unilaterally by the NFAI being the customer in case services are not received as per quality and standard specified in the NIT and contract within the contracted period. NFAI reserves the right to exercise the option clause and repeat order clause as per text given in Part IV of this NIT.

Part III – Standard Conditions of NIT

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor/Supplier in the contract) as selected by the NFAI. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is given in Annexure-II.
4. **Penalty for use of Undue influence:** The contractor/supplier undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the NFAI or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor/Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offers by the contractor or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the NFAI to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising from such cancellation. A decision of the NFAI or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of the NFAI or to any other person in a position to influence any officer/employee of the NFAI for showing any favour in relation to this or any other contract shall render the contractor to such

liability/penalty as the NFAI may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by the NFAI.

5. **Agents/Agency Commission:** The contractor/Supplier confirms and declares to the NFAI that the contractor is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the contractor, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The contractor agrees that if it is established at any time to the satisfaction of the NFAI that the present declaration is in any way incorrect or if at a later stage it is discovered by the NFAI that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract the contractor will be liable to refund that amount to the NFAI. The contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The NFAI will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Contractor who shall in such an event be liable to refund all payments made by the NFAI in terms of the contract along with interest at the rate of 2% per annum above 18% penal rate. The NFAI will also have the right to recover any such amount from any contracts concluded earlier by contractor/supplier with the Government of India or with NFAI.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the NFAI that the contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Contractor, on a specific request of the NFAI shall provide necessary information/inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of the NFAI, contractor shall not disclose the contract, or any provision of the contract or information related to services thereof to any third party.

8. **Penalty and Liquidated Damages:** In the event of the contractor failure to submit the Bonds, Guarantees and Documents, supply the Security supervisor and security guards as specified in this contract, the NFAI may, at his discretion, withhold any payment until the completion of the contract. The NFAI may also deduct from the contractor as agreed, liquidated damages to the sum of 1% of the contract price of the delayed services mentioned above for each day subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.

9. **Termination of Contract:** The NFAI shall have the right to terminate this Contract in part or in full in any of the following cases: -

- (a) The delivery of the services is delayed for causes not attributed to Force Majeure for more than 15 days after the scheduled date of signing of contract.
- (b) The contractor is declared bankrupt or becomes insolvent.
- (c) The delivery of services is delayed due to causes of Force Majeure by more than 01 months provided Force Majeure clauses is included in contract.
- (d) The NFAI has noticed that contractor has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.
- (f) As per Para (8) of Part IV of NIT.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting:** The contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Contractor shall indemnify the NFAI against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The contractor shall be responsible for the completion of the services in satisfactory manner during the currency of the contract.

13. **Amendments:** No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Statutory Duties & Taxes:**

- (a) Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the contractor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed

- to the NFAI by the contractor. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.
- (b) If it is desired by the Bidder to ask for the GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability will be developed upon the NFAI.
 - (c) On the Bids quoting GST, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the Contractor at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.

Part IV-Special Conditions of NIT

The Bidder is required to give confirmation of their acceptance of Special conditions of the NIT mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder. (i.e. Contractor/Supplier in the contract) as selected by the NFAI. Failure to do may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:**

The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private section bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd. etc.) for a sum equal to 3% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of Contract period. The specimen of PBG is given in Annexure III.

2. **Option clause:** The contract will have an Option Clause, wherein the NFAI can exercise an option to procure an additional 50% of the original contracted Security guard / Security Supervisor number in accordance with the same rate, terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the NFAI to exercise this option or not.

3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the NFAI can order up to same number of Security guard / Security Supervisor number under the present contract within currency of the contract at the same rate, terms & conditions of the contract. The Bidder is to confirm acceptance of this clause. **It will be entirely the discretion of the NFAI to place the Repeat Order or not.**

4. **Payment Terms:** it will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that e-payments could be made through instead of payment through cheques. The payment will be made as per the following terms, on production of the requisite documents:

- a. Monthly payment would be made to the firm on the basis of attendance sheet maintained by the NFAI in respect of engaged security staff depending upon their satisfactory performance of work.
- b. No advance payment would be made at any cost.

5. **Paying Authority:** The payment would be made by NFAI on submission of following documents: -

- (i) Ink signed copy of contractor bills
- (ii) Ink signed copy of attendance sheet maintained by NFAI/Contractor.
- (iii) Performance report submitted by supervising officer with respect to supervisor, security guards.
- (iv) Claim for statutory and other levies to be supported with requisite documents/proof of payment such as GST, proof of payment for EPF/ESIC contribution with name of beneficiaries, etc. as applicable.
- (v) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (vi) Any other document/certificate that may be provided for in the Job Order/Contract.
- (vii) User Acceptance & Satisfactory Services Report.
- (viii) Photocopy of PBG.

(6) **Fall Clause:** The following Fall clause will form part of the contract placed on successful Bidder:

- (a) The price charged for the services supplied under the contract by the contractor shall in no even exceed the lowest price at which the contractor provides the services of identical description to any persons/organization including the NFAI or any department of the Central Government or any department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all services placed during the currency of the contract is completed.
- (b) If at any time, during the said period the contractor reduces the service price or offer to provide services to any person/organization including the NFAI or any department of central Government or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract. Such reduction of services offer of the price shall stand correspondingly reduced.
- (c) The contractor shall furnish the following certificate to the NFAI along with each bill for payment for services made against the contract – “We certify that there has been no reduction in service price of the Security Supervisor and supplied to the Government under the contract herein and such services have not been offered/sold by me/us to any person/organization including the NFAI or any department of Central Government or any department of a state Government or and Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of services against all job orders/contract placed during the currency of the Contract at price lower than the price charged to the government under the contract.

6. Risk & Expense clause:

- i) Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective services is made in respect of the services thereof, the NFAI shall after granting the contractor seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- ii) Should the services thereof not perform in accordance with the specifications/parameters provided by the NFAI during the check proof tests to be done by the NFAI, the NFAI shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- iii) In case of a contractual breach that was not remedied within 07 days, the NFAI shall, having given the right of first refusal to the contractor be at liberty to provide services from any other source as he thinks fit, of the same or similar description to services.
- iv) Any excess of the services price, cost of services or value of any services procured from any other contract as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Contractor by NFAI.

7. Force Majeure Clause:

- a. Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c. The party, for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e. If the impossibility of complete or partial performance of an obligation lasts for more than one month's either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

8. Misc. terms & conditions of the contract:

The contractor shall provide the services of required number of personnel as and when demanded by the NFAI. The personnel engaged for the services in the NFAI shall be the employees of the contractor and will take their remuneration/wages from the contractor. They will have no claim of whatsoever nature including monetary claim or any other claim or benefits from the NFAI. The contractor shall make its own arrangement for commuting the personnel requisitioned, to the NFAI offices wherever located in the areas of Pune and back. The contractor will furnish to the NFAI the full particulars of the personnel sponsored, including details like Name, Father's Name, Age, Photograph, Permanent Address etc. and they will also ensure the verification of the antecedents of such personnel from their Ex-employer/Police, and also ensure that they possess the requisite technical qualifications and experience for rendering the requisite services to the NFAI. The contractor will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing services as mentioned in the NIT. Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the contractor and the NFAI shall not be responsible for any such liability. The contractor shall undertake to indemnify the NFAI for any liability under any law arising out of the taking up services as mentioned in the NIT. The contractor shall comply with all rules and regulations regarding safety and security of its employees and the NFAI will in no way be responsible in any manner in case of any mishap to its personnel. The personnel provided shall be under the direct control and supervision of the contractor. However, they shall comply with the oral and written instructions being given on day-to-day basis, by the officer(s) authorized by the NFAI from time to time. They will be bound by office timings, duty, placement, locations, etc., as decided by the NFAI. The contractor shall make payment of remuneration/wages to its personnel at the approved contracted rate before 7th of every month. The NFAI shall watch the attendance of the personnel deployed and sponsored by the contractor and it shall maintain attendance register in respect of such personnel. The NFAI shall deduct a proportionate amount for each day of absence of the contracted personnel while making payment to the contractor each month. The contractor shall be responsible for the discipline and conduct of the personnel sponsored by them and in case the personnel lack in discipline and their quality of work deteriorates during the course of their service, the contractor shall provide replacement services of suitable personnel. During the subsistence of the contract, the NFAI shall not undertake any monetary liability other than the amount payable to the contractor for the services of personnel provided by them. Other liabilities, if any, shall be solely rest on the contractor. Even if the NFAI has to bear such liabilities on unforeseen circumstances/occasions, the NFAI will recover such amount from the contractor by adjusting the amount payable to them. In case the employees of the contractor do not attend the work at any time for whatever reason, the contractor shall make alternate arrangements at no extra cost to the NFAI, so that the daily work of the NFAI does not suffer. The NFAI shall

also be free to make alternate arrangements and the cost of which shall be recovered from the contractor. Any loss, theft or damage to the life and/or property of the employees of the NFAI and/or property of the NFAI shall be compensated by the contractor, if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the employees of the contractor. The contractor shall be responsible for providing amenities as required to be provided under the provisions of Contract Labour (Regulation and Abolition) Act, 1970. In case of failure of contractor provide such amenities, the NFAI shall be free to provide the same and the NFAI shall have right to recover all expenses incurred in providing such amenities from the contractor by deduction from any amount payable to the contractor. The contractor shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable or which might become applicable to the State of Maharashtra with regard to performance of the work included herein or touching upon this contract including but not limited to Minimum Wages Act, The wages as per central government rates or minimum wages be paid, whichever is higher at the time of awarding contracts shall be paid as notified by the state of Maharashtra. Workmen's Compensations Act and take such steps as may be deemed necessary in this regard from time to time. It will be the sole liability of the contractor to pay the wages, provident fund, ESI, to its employees as applicable under the relevant rules. The contractor has to give an undertaking in this regard that he is following all the labour laws including the payment of minimum wages, etc. The contractor is liable to furnish all the relevant records for the information of employees. If the contract fails to render any or all the services, for any period during the currency of the contract, the NFAI shall be at liberty to get the work done from other agencies and deduct charges incurred on this account from the amount payable to the contractor or from the Security Deposit or Bank Guarantee. TDS on account of Income Tax in accordance with GST as applicable will be deducted from the monthly payments of the contractor. If the contractor fails to provide satisfactory performance, the NFAI shall be at liberty to terminate the contract and withhold the Security Deposit or the balance payment of the contractor, etc. The NFAI reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term & condition at any time during the currency of the contract. The contractor shall be responsible for payment of Provident Fund and other payments due to its employees deployed at the NFAI. The contractor shall supply a copy of confirmation from its employees regarding acceptance of employment at agreed wages in advance.

Part V – Evaluation Criteria & Price Bid Issues

1. **Evaluation Criteria:** The broad guidelines for evaluation of Bids will be as follows:
 - a. **Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RPF.**
 - b. The lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
 - (i) All taxes and duties quoted by the Bidders will be considered. The ultimate cost to the NFAI would be the deciding factor for ranking of Bids.
 - c. The Bidders are required to spell out the rates of GST in unambiguous terms. In the absence of any such stipulation it will be presumed that the prices quoted are firm and no claim on account of such taxes & duties will be entrained after the opening of tenders. If a Bidder is exempted from payment of GST up to any value of services from them, they should clearly state that no GST will be charged by them up to the limit of exemption by Government which they may have. The documentary evidence for exemption of any statutory duties and taxes has to be produced along with price bid. If any concession is available in regard to rate/quantum of GST with the approval of Government, it should be brought out clearly. Stipulation like, GST is presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST, which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
 - d. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail, and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - e. The Lowest Acceptable Bid will be considered further for placement of contract/supply order after complete clarification and price negotiations if required as decided by the NFAI. NFAI also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full number of designated personnel within stipulated time and the same will be placed at Lowest-1 rate.

- f. Any other criteria as applicable to suit a particular case.

2. **Price Bid Format:** The Price Bid Format is given below; bidders are required to fill this up correctly with full details on bidder's letter head indicating Rs. In figure & words

#	Description	QTY	Lumpsum Rate for One Year (365 Days)
1	Security guard as per central minimum wages rates including one supervisor *	22	
2	Administrative Charges	1	
3	GST		
	Total in figure (Excl. of all taxes) for One Year		
	Total in words (Excl. of all taxes) for One Year		
	Total in figure (incl. of all taxes) for One Year		
	Total in words (incl. of all taxes) for One Year		

* To be as per order issued by Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner (C) New Delhi. File. No.1/16(6)/2020-LS-II Dated 23/4/2021

Note:

- 1 For calculation of the L1 Bidder the total per year (365 days) shall be considered.
- 2 In case the L1 (Lowest Cost) Bidder, rejects to accept/undertake the work, an offer at the sole discretion of NFAI shall be made to the next qualifying Bidder (L2), provided the said bidder agrees to match the L1 price.
- 3 In case there are more than one L1 bidder, the bidder with a highest cumulative turnover amongst the L1 bidders over the last three financial years, namely, FY 2017-18, FY 2018-19 and FY 2019-20 shall be awarded the contract.
- 4 All the line-items has to be filled by the bidders and none of them can be left blank. In case a line item under the Price bid format is left blank by the bidder, the said bidder shall be dis-qualified from further evaluation.
- 5 In case of discrepancy in total in figure and total in word, the total in word shall be considered for calculation purpose.
- 6 The Price Bid format as mentioned above has to be adhered to by all the bidders. In case of mismatch between the Price bid templates, the bidder shall be dis-qualified from further evaluation
- 7 Rates quoted shall be in accordance with File. No.1/16(6)/2020-LS-II Dated 23/4/2021 issued by Office of the Chief Labour Commissioner (C), Ministry of Labour & Employment

dated 23/04/2021. For any changes to the rates published by Ministry of Labour & Employment, the cost associated with it shall be passed onto NFAI

- 8 The rates mentioned shall be valid for the entire duration of the contract.
- 9 The number of security personal may be increased or decreased as per need.
- 10 Rate per person per month shall be considered for additional number of security guard or security supervisor, as applicable.
- 11 Rate per person per month shall be construed to be for an 8-hour shift per day and for total number of days in the month
- 12 This Price Bid format is to be submitted along with a Covering Letter as mentioned in Annexure VI on letter head of the firm of bidder.

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my / our knowledge and I have read and understood the terms and conditions contained in the NIT/Tender Document. I understand that in case any deviation is found in the above statement at any stage, I / We will be blacklisted and will not have any dealing with the NFAI in future.

(Signature of Authorized signatory with date and seal)

Annexure – I – Bid Security Declaration Format

(On Company letterhead)

Date: _____

Tender No. _____

To

Deputy Director cum Curator,
National Film Archive of India (NFAI),
Law College road,
Pune – 411004

Sir,

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Sign

in the capacity of

Name:

Duly authorized to sign the bid for an on behalf of

Dated on _____ day of _____ (insert date of signing)

Corporate Seal

Annexure-II – Format of Arbitration Clause – Indigenous Private bidders

- (i) All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
- (ii) Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- (iii) Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- (iv) The sole Arbitrator shall have its seal in New Delhi or such other place in India as may be mutually agreed to between the parties.
- (v) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- (vi) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- (vii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.

Annexure-III - Performance Bank Guarantee Format

<<On Rs. 500 Stamp paper>>

To
Deputy Director cum Curator,
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:

Annexure IV – Bidder Details format

S. No	Description	Requisite information
1.	Name of the Bidder	
2.	Details on the Incorporation of the Bidder (Date, Certificate number etc.)	
3.	Name of the Bid Signing authority of the Bidder	
4.	Communication details of the Bid Signing authority (email address, mobile number, office address)	
5.	Address of the bidder with telephone number, fax number	
6.	GST certificate details	
7.	Employee Provident Fund Registration Number	
8.	Employee State Insurance Registration Number	
9.	PFSA license details	

Annexure V – Details of the work undertaken

#	Name of the client	Security services provided		Amount of Contract (Rs. Lacs)	Duration of Contract	
		Type of Security provided	Number of security personnel deployed		From	To
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
...						

Annexure VI: Commercial Covering Letter

Date:

To
Deputy Director cum Curator,
National Film Archive of India (NFAI),
Law College road,
Pune – 411004

Subject: Submission of the Commercial bid for providing Security Services at NFAI

Dear Sir,

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

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 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 the format specified in this NIT.

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

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

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

Thanking you,

Yours sincerely,
Authorized Signature

Name and Title of Signatory: _____