



NATIONAL FILM ARCHIVE OF INDIA
MINISTRY OF INFORMATION & BROADCASTING
GOVT.OF INDIA
LAW COLLEGE ROAD
PUNE -411004

No. 252/83/2020-FPL

Date: 09/08/2021

Subject: Request for Proposal for revamping and augmentation of film lab at NFAI

The bid should be submitted to **Deputy Director cum Curator, National Film Archive of India, Law College Road, Pune - 411004** latest by **3.00 P.M. on or before 31/08/2021** in a sealed envelope superscribing on envelope **“Request for Proposal for revamping and augmentation of film lab at NFAI”** along with the terms and conditions of payment and delivery etc.

For any technical related queries please contact-

E-Mail- osdnfhm@gmail.com

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1. Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder or applicants whether verbally or in documentary form by or on behalf of National Film Archive of India (NFAI), is provided to the Bidder on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by NFAI to any parties other than the applicants who are qualified to submit the Bids (“Bidders”). The purpose of this RFP document is to provide Bidder with information to assist the formulation of their Proposals. This RFP document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. NFAI makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. NFAI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

Note: Bids will be opened in the presence of the Bidders' representatives who choose to attend Bid opening meeting.

2. Checklist

The following items must be checked before the Bid is submitted:

1. RFP fee Rs. 5,000.00 towards cost of Bid document in Envelope – “A”
2. Bid Security Declaration in Envelope “A”- Bid Security Declaration (Annexure-3)
3. Eligibility Criteria, Technical and Commercial Bids are prepared in accordance with the RFP document.
4. Envelope “A” Technical Response
5. Envelope “A” Section 10 Annexures (except for Annexure 1 and 2)
6. Envelope “B” Indicative Commercial Bid (Section 10; Annexure 1 and Annexure 2)
7. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory.
8. Prices are quoted in Indian Rupees (INR).
9. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant Envelopes.
10. All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.

3. Bid Schedule and Address

Sr. No.	Description	Detailed Information
1.	Name of Project	Request for Proposal for revamping and augmentation of film lab at National Film Archive of India (NFAI)
2.	Tender Reference Number	252/83/2020- FPL
3.	Date of publishing the RFP	09/08/2021
4.	Last date and time for receiving Bidder's Pre-Bid clarifications in writing	12/08/2021 upto 5:45 PM
5.	Date and Time for Pre Bid Meeting	17/08/2021 at 11.00 AM
6.	Last date and time for Bid Submission	31/08/2021 upto 03.00 PM
7.	Address of Bid Submission	Deputy Director cum Curator National Film Archive of India, Law College Road, Pune – 411004
8.	Date and Time of Eligibility and Technical Bid Opening (Envelope A)	31/08/2021 at 04.00 PM
9.	Presentation of qualified agencies	To be communicated later
10.	Date and time of Commercial Bid Opening (Envelope B)	To be communicated later
11.	Name and Address for Communication	Deputy Director cum Curator National Film Archive of India, Law College Road, Pune – 411004
12.	Bid validity	180 days after the date of bid opening
13.	Bid Related Queries	E-mail id: osdnfhm@gmail.com
14.	RFP fees	INR 5,000.00

Note:

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
2. Commercial bid opening will be communicated later

4. Introduction

4.1. Objective of this RFP

National Film Archive of India (NFAI) has around 5,113 collection of digital films in various regional languages (approx. 430,000 minutes) in different formats viz. DPX, DSM, Apple ProRes, HD, SD, MOV etc.. As part of restoration activity, approx.. 60,000 minutes of rare and historically important filmic content will undergo Pristine restoration. In order to keep such filmic element in the form of reels, NFAI envisions to print these films back to film reels. In order to execute this project, NFAI plans to augment and revamp an existing film lab to international standards and quality.

4.2. Cost of the RFP

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

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

4.3. Due Diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. Also the grounds for rejection of Bid should not be questioned after the final declaration of the successful Bidder.

The Bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarifications by e-mail as mentioned in Section-1.

4.4. Ownership of this RFP

The content of this RFP is a copy right material of National Film Archive of India. No part or material of this RFP document should be published in paper or electronic media without prior written permission from NFAI.

4.5. Project time period

The work has to be completed within maximum of 12 months after the award of contract. The Bidder is supposed to deploy sufficient professionals and trained manpower who would be able to complete the work, with proper Quality Checks as per international standards well within the stipulated time frame. In order to ensure timely completion of the project, the selected Bidder has to deploy requisite manpower and equipment/software in good working condition, necessary to carry out work, within 14 days of issuance of award letter.

5. Scope of work

As a part of revamping and augmentation of existing black and white film printing and processing lab, the bidder has to revamp, augment and maintain the facility, by incorporating necessary international best practices.

NFAI envisages to setup a lab to perform the following operations:

- a. Color negative processing
- b. Color positive processing
- c. Color film printing (liquid and dry gate)
- d. Inter-negatives processing facility
- e. Color film processing Quality check setup with chemical lab
- f. Printing from digital data to films
- g. Chemical mixing facility.

The Bidders have to bring in expertise to revamp, augment and maintain equipment/machinery. The broad scope of work is underlined as under.

5.1. Revamping of the facility and equipment

As part of the said activity, bidder has to perform the following activities:

- a. Provide a comprehensive assessment report on the status (repairable or obsolete) all the equipment installed currently in the existing laboratory, proposed to be revamped.
- b. Bidder has to conduct all the necessary field visits at its own cost.
- c. Perform necessary repair and servicing for all the repairable equipment in the film labs. List of all the equipment is appended to Annexure- 14.
- d. Wherever required, perform necessary upgrades of equipment, post due consultation with NFAI.

5.2. Supply of necessary equipment

- a. Bidder to supply all the equipment indicated under Annexure -17.
- b. Such new equipment should be fully operational in last three years (period between Financial Year 2018-2021).

5.3. Installation, testing and commissioning of equipment

As part of the said activity, bidder has to perform the following activities:

- a. The equipment shall be installed following internationally accepted practices, post due consultation with NFAI.
- b. Bidder shall provide detailed drawings based on film lab building layout, post due consultation with NFAI. The execution of civil/electrical works, as required, shall be the responsibility of NFAI.
- c. Post installation, detailed testing procedure and plan needs to be prepared by the bidder. The testing of all the installed equipment shall be done by NFAI along-with the bidder.

5.4. General requirements

- i. Implement the above mentioned activities within 12 months from award of contract.
- ii. Provide monthly reports on the services/ upgrades performed on the equipment.
- iii. The vendor shall work with NFAI and with any assigned parties.

- iv. The vendor shall maintain high quality and performance of the equipment.
- v. The vendor shall prepare and provide user manual or training materials for NFAI officials.
- vi. It shall be bidder's responsibility to ensure secure upkeep of materials shared by NFAI.

6. Instruction to Bidders

A. The Bidding Document

6.1 Completeness of Response

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

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

6.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and NFAI will in no case be responsible or liable for those costs.

6.3 Content of Bidding Document

The Bid shall be in 2 separate envelopes, Envelope A and B.

6.4 Clarifications of Bidding Documents and Pre-bid Meeting

A prospective Bidder requiring any clarification of the Bidding Documents may notify NFAI in writing through email at osdnfhm@gmail.com any time prior to the deadline for receiving such queries as mentioned in Section 1.

Bidders should submit the queries only in the format given below:

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)

Replies to all the clarifications, modifications received through email will be posted on NFAI website (www.nfaipune.gov.in). Any modification to the bidding documents which may become necessary shall be made by NFAI by issuing an Addendum.

6.5 Amendment of RFP Documents

1. At any time prior to the deadline for submission of bids, NFAI may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.
2. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be published on the NFAI website (www.nfaipune.gov.in). Addenda will be binding on Bidders. It will

be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.

3. In order to afford Bidders reasonable time to take the amendment into account in preparing their bids, NFAI may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted on NFAI's website.
4. From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP. The Bidders are allowed to resubmit their Bid, if required, after such amendments (but within the last date and time for submission of the Bids).

6.6 NFAI's right to modify submission deadline

NFAI may, in exceptional circumstances and at their discretion, extend the deadline for submission of Proposals by issuing a corrigendum on the NFAI website (www.nfaipune.gov.in). In such a scenario, all rights and obligations of the project and the Bidders previously subject to the original deadline will thereafter be subject to the extended deadline.

B. Preparation of Bid

6.7 Bid Price

Prices submitted by the bidder should be exclusive of all taxes. The bidder should intimate the tax rate that is applicable as per the format mentioned in Commercial format (Annexure 1).

6.8 Bid Security Declaration

- a) Bidders shall submit, along with their Bids, Bid Security Declaration in favor of "Administrative Officer, NFAI", payable at Pune, and should be valid for 6 months from the submission date of the Bidders Bids. (Refer [Annexure -3](#))
- b) The Bid / Proposal submitted without Bid Security Declaration, as mentioned above, will be summarily rejected.

6.9 Invocation of Bid Security Declaration

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

- a) Bidder withdraws its bid before opening of the bids.
- b) Bidder withdraws its bid after opening of the bids but before Notification of Award.
- c) Selected Bidder withdraws its bid / Proposal before furnishing Performance Bank Guarantee.
- d) Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- e) 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.
- f) In case of a successful Bidder, if the Bidder fails to sign the Contract in accordance with this RFP.
- g) Bidder fails to submit the Performance Bank Guarantee within stipulated period from the date of execution of the contract. In such instance, NFAI at its discretion may cancel the order placed on the selected Bidder without giving any notice.

6.10 Period of Validity of Bids

Bids shall remain valid for a period of 180 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. NFAI holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

6.11 Extension of Period of Validity

In exceptional circumstances, prior to expiry of the bid validity period, NFAI may request the Bidders consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security.

6.12 Format for Bid submission

The bidder shall prepare one hard copy marked as ORIGINAL of the Technical Bid and the commercial bid will be submitted as hard copy only.

6.13 Signing of Bid

The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.

All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the bid.

The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

The bid shall be signed by a person or persons duly authorized to bind the bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney (Annexure 5) or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid.

C. Submission of Bid

The bidder may choose to submit **either hardcopy of the proposal, as mentioned in the RFP, or submit the softcopy** of their proposal, in the following manner

I. Hardcopy Submission

6.14 Envelope bidding process

The Bid shall be prepared in 2 different envelopes, Envelope A and Envelope B.

Each of the 2 Envelopes shall then be sealed and put into an outer envelope marked as **“Request for Proposal for revamping and augmentation of film lab at NFAI”**.

The inner and outer envelopes shall be addressed to NFAI at the address mentioned in Section 1. The inner envelopes shall indicate the name and address of the Bidder.

If the outer envelope is not sealed and marked as indicated, NFAI will assume no responsibility for the bids misplacement or premature opening.

6.15 Contents of the 2 Envelopes

Envelope A - Technical Bid

The following documents as per the sequence listed shall be inserted inside Envelope A:

- 1 RFP Fee in the form of Demand draft/Pay order
- 2 Bid Security Declaration – Annexure-3
- 3 Power of attorney for authorization of a representative for signing of the bid – Annexure-5
- 4 Power of Attorney for Prime Bidder of Consortium – Annexure-16
- 5 Checklist of the documents to be submitted in pre-qualification stage – Annexure- 9
- 6 Details of the bidder / prime bidder – Annexure- 10
- 7 Similar project references – Annexure- 11
- 8 Proposed work plan – Annexure 12
- 9 Team composition – Annexure 13
- 10 Declaration for Acceptance of RFP Terms and Conditions – Annexure 6
- 11 Three years audited Balance Sheet and Profit and Loss Statements.
- 12 RFP document duly sealed and signed by the authorized signatory on each page
- 13 All necessary supporting documents

Envelope B - Commercial Bid

- 1 Commercial Bid Form – Annexure-1 & Annexure-2.

II. Softcopy submission

- A zipfile containing softcopies of EMD, tender fees, pre-qualification documents, technical proposal, financial proposal and relevant annexures plus supporting documents shall be submitted to it@nfaipune.gov.in as specified above.
- **Online Submission**
 - **Naming Convention:**
 - Naming convention and format of the softcopies will be as mentioned below:

#	Particulars	File Format	Password Protected (Yes/No)	Time for sharing the Password
1.	EMD and Tender fees_<<Primebidder Name>>	Pdf	Yes	On submission of bid
2.	Technical response_<<Primebidder Name>>	Pdf	Yes	On submission of bid
3.	Financial Proposal_<<Primebidder Name>>	Pdf	Yes	During opening of financial proposals

- All the above mentioned files will be put in one folder. The bidder shall create a zipfile of the folder. The said zipfile shall be sent to NFAI. The naming convention to be followed for the zipfile will be “**Proposal for revamping and augmentation of film**

lab at NFAI _Name of Prime bidder”.

- **Submission of softcopies:**
 - The bidder shall submit softcopies (zipfile) of their proposals at it@nfaipune.gov.in (Note: As per the schedule mentioned under Section 3 of RFP).
 - The bidder is required to share the password of document #1, #2 and #3, post receiving an email in the said regard from NFAI .
 - A confirmation mail shall be sent to the bidders from NFAI (it@nfaipune.gov.in) intimating them on the receipt of the same.
- The password for document #4 shall be shared by the bidder at the time of opening of the respective financial proposals only. (Note: An intimation/ request mail for the same will be shared by NFAI in this regard)

6.16 Bid Submission

The Bidder should bear all the costs associated with the preparation and submission of their bid and NFAI will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Bids sealed in accordance with the Instructions to Bidders should be delivered at the address as mentioned in the Section 3.

The offers should be made strictly as per the formats enclosed.

No columns of the tender should be left blank. Offers with insufficient/inaccurate information and Offers which do not strictly comply with the stipulations given in this RFP, are liable for rejection.

6.17 Bid Currency

All prices shall be expressed in Indian Rupees only.

6.18 Bid Language

The bid shall be in English Language.

6.19 Rejection of Bid

The bid is liable to be rejected if the bid document:

- a) Does not bear signature of authorized person.
- b) Is received through Fax.
- c) Is received after expiry of the due date and time stipulated for Bid submission.
- d) Is incomplete / incorrect.
- e) Does not include requisite documents.
- f) Is Conditional.
- g) Does not conform to the terms and conditions stipulated in this Request for Proposal.

6.20 Deadline for Submission

The last date of submission of bids is given in Section 2, unless amended by NFAI through its website.

6.21 Extension of Deadline for submission of Bid

NFAI may, at its discretion, extend this deadline for submission of bids by amending the bidding documents which will be intimated through NFAI website, in which case all rights and obligations of NFAI and Bidders will thereafter be subject to the deadline as extended.

6.22 Late Bid

Bids received after the scheduled time will not be accepted by the NFAI under any circumstances. NFAI will not be responsible for any delay due to postal service or any other means.

6.23 Modifications 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.

6.24 Right to Reject, Accept/Cancel the bid

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

6.25 RFP Abandonment

NFAI may at its discretion abandon the process of the selection at any time before notification of award.

6.26 Bid Evaluation Process

The Bid Evaluation will be carried out in 2 stages:

Stage 1 – Envelope “A” i.e. Eligibility and Technical bids will be evaluated. Only those Bidders who have submitted all the required forms and papers and comply with the eligibility criteria will be considered for further evaluation.

Stage 2 – Envelope “B”- Indicative Commercial bids of those Bidders who qualify the eligibility and technical criteria.

6.27 Contacting NFAI

From the time of bid opening to the time of Contract award, if any Bidder wishes to contact NFAI for seeking any clarification in any matter related to the bid, they should do so in writing by seeking such clarification/s from an authorized person. Any attempt to contact NFAI with a view to canvas for a bid or put any pressure on any official of the NFAI may entail disqualification of the concerned Bidder or its Bid.

6.28 Performance Bank Guarantee

NFAI will require the selected Bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of Award, for a value equivalent to 3% of the Total Cost of the Contract. The Performance Guarantee should be valid for the entire duration of the project. The Performance Guarantee should contain a claim period of 15 days from the last date of validity (after the last date of validity). The selected Bidder

shall be responsible for extending the validity date and claim period of the Performance Guarantee at least 2 months before the expiry of its validity. In case the selected bidder fails to submit the renewed performance guarantee before 20 days of expiry of its validity, NFAI at its discretion shall invoke the performance bank guarantee without giving any notice what so ever to the bidder. In case the selected bidder fails to discharge their contractual obligations during the period or NFAI incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions, NFAI may at its discretion shall invoke Performance Bank Guarantee.

In addition to the PBG, the Bidders are also required to submit a valid Bank Guarantee of the 110% for any advance made to the Selected Bidder which shall be valid till the work under the advance is successfully completed.

In case the contract is terminated due to default on the part of the selected bidder, the Mobilization Advance shall be deemed as interest bearing advance with an interest rate of 10% to be compounded quarterly, which shall be recovered from the Bidder.

7 Pre-qualification criteria^[1]

Only the firms satisfying the following pre-qualification criteria would be considered for financial bid opening:

#	Criteria	Supporting document
1.	The bidder should be registered as per the relevant Act (Companies Act or Partnership Act or any other relevant Act) in India or globally	<p>i. Certificate of Incorporation/ Registration Certificate/ Partnership deed/ Udyog Aadhar certificate</p> <p>ii. Certificate of compliance under company letterhead (Refer Annexure - 15)</p> <p>Power of Attorney as per Annexure- 5 shall be submitted.</p>
2.	The Bidder should have a minimum 5 years of experience in undertaking work related to Film lab equipment revamping, upgradation and maintenance as on date of submission of response to this RFP	<p>Work order/completion certificate for the works carried out clearly indicating the start date and services rendered as part of the work undertaken along-with the Project citation format as per Annexure 11</p> <p>Note:</p> <p>i. Work Order/ completion certificates for similar works till bid submission date shall only be considered</p>
3.	The Bidder should have a minimum turnover of INR 50 Lakhs in each of the last three financial years (FY 2016-17, 2017-18 and 2018-19). All members should be jointly and severally liable for the work.	<p>i. A letter (on the letter head) from the practicing Chartered Accountant duly signed & stamped and clearly mentioning the turnover details for the agency/ organization/ company each year in the last three financial years (FY 2016-17, 2017-18 and 2018-19).</p> <p>ii. Audited Balance sheet and Income Statement for the last three financial years (FY 2016-17, 2017-18 and 2018-19).</p>
4.	The Bidder should not be blacklisted by any State Govt. or Central Govt. department/ organization/ international government organization (in India) as on date of submission of response to this RFP	Self - Certification by the prime bidder and all members of the consortium on their letter head duly signed by the authorized signatory mentioning that the Bidder should not have been blacklisted by any State Govt. or Central Govt. department and organization in India or abroad as on date of submission of this bid.
5.	The Bidder should have at least 25 technically qualified manpower for	Certificate from the HR head / company secretary of the prime bidder and all members of the

#	Criteria	Supporting document
	carrying out the said work	consortium with names and profile of the technical manpower at team leader level. (As per Annexure-8)

- The bidder shall submit all the documents necessary as proof to satisfy the pre-qualification criteria mentioned in clauses above.

8 Evaluation Process

8.1 Technical Evaluation Committee

- The Technical Evaluation Committee constituted by the department shall evaluate the bids.
- The Technical Evaluation Committee shall evaluate the Technical proposal (Pre- Qualification) and Financial proposal of the qualified Agency/ Organization/ Company. The decision of the Committee shall be final and binding upon all the Agency/ Organization/ Company.

8.2 Process of Evaluation

- The Agency/Organization/Company shall be evaluated as per the Pre-Qualification first then followed by a Commercial Bid opening of qualified bidders.
- The Agency/Organization/Company who fulfill Pre- Qualification Criteria will only be considered for commercial opening.
- Amongst the Agency/Organization/Company who are considered for financial evaluation, the Agency/Organization/Company will be selected basis Least Cost System (LCS) method and shall be awarded the work accordingly.
- At any time during the Bid evaluation process, the Committee may seek written clarifications from the Agency/ Organization/ Company. The Committee may seek inputs from their professional and technical experts in the evaluation process.
- The Technical Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
- In case of Single Bid, NFAI reserves the right to accept or reject the bid on approval of component authority as per relevant Government rules.

9 Payment milestone

Sr. No	Milestone	Payment in percentage terms (excluding AMC)
1.	On signing of the contract	Nil
2.	On supply, installation, testing and commissioning of all the equipment	80% of the Total Project cost

3.	On successful acceptance of the work by NFAI	20% of the Total Project cost
4.	Annual Maintenance for a period of one years (post expiration of warranty)	Post acceptance of work, the amount towards Annual maintenance shall be paid at the end of each year (calendar year)

10 Commercial Proposal

1. The financial offers shall be evaluated on the basis of Grand Total (in words excluding GST) offered by the Bidder in their proposal.
2. If there is a discrepancy between words and figures, the amount in words shall prevail.
3. Any other calculation/ summation error etc. may lead to rejection of the bid.
4. Any deviations will not be accepted and may lead to disqualification of the bid.
5. The commercial proposal needs to be submitted as per the **Annexures 1 and Annexure 2** both.

Annexure 1: Template for Commercial Proposal for revamping and augmentation of film lab at NFAI

Sr.No	Activity	Quantity (in minutes/ film)	Per Unit rate (in INR)	Total
(A)	(B)	(C)	(D)	(E= C×D)
1.	Supply, Installation, Testing and commissioning of the entire setup (See Annexure- 17 for details)	Refer Annexure-17		
2.	Annual Maintenance of the setup	1 year		
III	GST (as applicable)			
Grand Total (In figures) excluding GST (1+2)				
Grand Total (In figures) including GST (1+2+III)				
Grand Total) (In words excluding GST)				
Grand Total (In words including GST)				

Note:

- The numbers are indicative in nature and liable to change. The rate per unit shall be considered for commercial calculation to be paid to the selected Bidders.
- In case of discrepancy between the Grand Total (in words excluding GST) and Grand Total (in figures excluding GST), the value mentioned in the Grand Total (in words excluding GST) shall be considered for evaluation and award of the contract.
- The decision of NFAI shall stand final and binding with regard to the total quantity of subtitles that are required.
- NFAI may choose to take or not take any of the items mentioned in the commercial proposal format at its discretion.
- The unit rates prescribed above would be applicable in case of any changes in the quantity and final billing shall be calculated using the unit prices.
- NFAI's technical team shall review the work and the work output should be in consonance with the applicable standards.

Annexure 2: Covering letter for Commercial Proposal Format

Date:

Deputy Director cum Curator,
National Film Archive of India, Law College Road,
Pune – 411 004.

Subject: Submission of the Commercial bid for revamping and augmentation of film lab at NFAI.

Dear Sir,

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

- 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 are exclusive of GST. We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

- 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.

- COMPLIANCE

We declare that all the material shall be provided strictly in accordance with the bid documents, 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.

- TENDER PRICING

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

- 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.

- 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.

Our Commercial Proposal shall be binding upon us subject to the modifications resulting from 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:

Annexure -3: 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 -4: Format for Performance Bank Guarantee

<<On Rs. 500 Stamp paper>>

To,
Deputy Director cum Curator,
National Film Archive of India, Law College road,
Pune.

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 – 5: Power of attorney for authorization of a representative for signing of the bid**On the letter head of authorized representatives**

Date: dd/mm/yyyy

To
Deputy Director cum Curator,
National Film Archive of India, Law
College road,
Pune.

Know by all men by these presents, We _____ (Name of the Agency and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms.-----
----- (name and residential address of authorized representative who is presently employed with us and holding the position of _____ as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the “**Request for Proposal for revamping and augmentation of film lab at NFAI**”, including signing and submission of all documents and providing information / responses to the NFAI, representing us in all matters before NFAI, and generally dealing with the NFAI in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said authorized representative pursuant to this Power and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For _ Name:
Designation:
Date:
Time:
Seal:
Business Address:

Accepted,
(Signature) (Name, Title and Address of the authorized representative)

Annexure – 6 -Format of Unconditional Acceptance to the RFP (To be submitted on the Letterhead of the responding company)

Date: dd/mm/yyyy

To
**Deputy Director cum Curator,
National Film Archive of India, Law College road,
Pune.**

Sub: Unconditional Acceptance to the aforementioned RFP

Reference No:

“I/we, the undersigned on behalf of M/s do hereby declare that, I/we accept all the terms and conditions laid down in this RFP document, any such corrigendum shall be deemed to be incorporated by this reference into this RFP. We also undertake that we are willing to bid for this RFP without any conditions apart from those mentioned in the RFP document.

Thanking you,
Yours faithfully,
Signature of Authorized Signatory (with official seal)
Date:
Name:
Designation:
Address:

Annexure – 7 - Pre-Bid Query Format Ref: RFP Notification <>>

Name of the Agency:

Contact Address of the Agency:

Pre-Bid Queries Format						
Name of the Agency with contact details:						
Department Name:						
Due Date:						
S. No.	RFP Page No.	RFP No.	Clause	Clause Title	Queries / Clarification	Justification by SI

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

To be submitted in the specified format in excel only to email id: osdnfhn@gmail.com

Annexure – 8 - Format for undertaking from HR about technical resources

(To be submitted on the Letterhead of the responding company)

Date: dd/mm/yyyy

To
**Deputy Director cum Curator,
National Film Archive of India,
Law College road,
Pune.**

Sub: Technical resources with revamping and augmentation of film lab experience

RFP Reference No:

“I/we, the undersigned on behalf of M/s do hereby declare that, I/we have << (in figure) (in words)>> technical resources as mentioned in PQ criteria under our payroll who have experience in revamping and augmentation of reputed film labs.

Thanking you,

Yours faithfully,

Signature of Company HR (with official seal)

Name:

Designation:

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address

Annexure – 9 Checklist of the documents to be submitted in pre-qualification stage

#	Criteria	Supporting document	Submitted (Yes /	Proposal page
1	Covering letter	As per the format mentioned in section 2		
2	Bid Security Declaration	As per the format mentioned in Annexure- 3		
3	Power of Attorney authorizing the signing of the bid	As per the format mentioned in Annexure- 5		
4	The bidder should be registered as per the relevant Act (Companies Act or Partnership Act or any other relevant Act) in India or globally	<p>i. Certificate of Incorporation/ Registration Certificate/ Partnership deed/ Udyog Aadhar certificate</p> <p>ii. Certificate of compliance under company letterhead (Refer Annexure - 15)</p> <p>iii. Power of Attorney as per Annexure- 5 shall be submitted.</p>		
5	The Bidder should have a minimum 5 years of experience in undertaking work related to Film lab equipment revamping, upgradation and maintenance as on date of submission of response to this RFP	<p>Work order/completion certificate for the works carried out clearly indicating the start date and services rendered as part of the work undertaken along-with the Project citation format as per Annexure 11</p> <p>Note: Work Order/ completion certificates for similar works till bid submission date shall only be considered</p>		

#	Criteria	Supporting document	Submitted (Yes /	Proposal page
6	The Bidder should have minimum turnover of INR 50 Lakhs in each of the last three financial years (FY 2016-17, 2017-18 and 2018-19). All members should be jointly and severally liable for the work.	<p>ai. A letter (on the letter head) from the practicing Chartered Accountant duly signed & stamped and clearly mentioning the turnover details for the agency/ organization/ company each year in the last three financial years (FY 2016-17, 2017-18 and 2018-19).</p> <p>i. Audited Balance sheet and Income Statement for the last three financial years (FY 2016-17, 2017-18 and 2018-19).</p>		
7	The Bidder should not be blacklisted by any State Govt. or Central Govt. department/ organization/ international government organization (in India) as on date of submission of response to this RFP	Self - Certification by the prime bidder and all members of the consortium on their letter head duly signed by the authorized signatory mentioning that the Bidder should not have been blacklisted by any State Govt. or Central Govt. department and organization in India or abroad as on date of submission of this bid.		
8	The Bidder should have at least 25 technically qualified manpower for carrying out the said work	Certificate from the HR head / company secretary of the prime bidder and all members of the consortium with names and profile of the technical manpower at team leader level. (As per Annexure- 8)		

Annexure- 10 Details of the bidder / prime bidder

Details of the Bidder					
1	Name of the Bidder (Prime)				
2	Address of the Bidder				
3	Incorporation status of the firm (Public Ltd/ Pvt Ltd)				
4	Details of Incorporation of the Company.		Date:		
			Ref#		
5	Valid GST registration no.				
7	Permanent Account Number (PAN)				
8	Name & Designation of the contact person to whom all references shall be made regarding this tender				
9	Telephone No. (Cell # / Landline # with STD Code)				
10	E-Mail of the contact person:				
11	Fax No. (with STD Code)				
12	Website				
Financial Details (as per audited Balance Sheets) (in INR Cr.)					
13	Year	2016-17	2017-18	2018-19	2019-20
14	Net worth				
15	Turn Over				
16	PAT				

Annexure- 11 Project citation format

Relevant projects	
General information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project details	
Description of the project	
Scope of services	
Technologies used	
Outcomes of the project	
Other details	
Total cost of the project	
Total cost of the services provided by the bidder	
Duration of the project (no. of months, start date, completion date, current status)	

Annexure- 12 Proposed work plan

#	Activity	Calendar Month					
		1	2	3	4	5	6

Annexure- 13 Team composition

Name of Staff with qualification and experience	Area of Expertise	Position Assigned	Task Assigned	Time committed for the engagement

Annexure- 14 Existing equipment in the film lab

Sr. No	Equipment	Quantity (In Nos.)
1.	Optical Picture Reduction Printer- 35mm to 16 mm	1
2.	Optical Sound Reduction Printer – 35mm to 16 mm	1
3.	Sensitometer	1
4.	B H Modular Contact Printer	1
5.	Film Processing Black & White	1
6.	Ultrasonic Cleaning machine	1
7.	TAKITA CP2000- 35 mm Contact Printer	1
8.	TAKITA CP5000- 35 mm Reduction Printer	1
9.	TAKITA CP3100- 35 mm Sound Printer	1
10.	TAKITA Light Controller	1
11.	DEBRI 35mm Step Printer	1
12.	BH Printer	1
13.	16mm Printer	1
14.	Xrite Densitometer	1

Annexure- 15 Certificate of compliance by the Prime bidder and its associated parties

<<On Company letterhead>>

Certificate of Compliance to Government Orders

Date: _____

This is to inform that, M/s _____ (Prime bidder), M/s _____ (Consortium member(s)), M/s _____ (International Knowledge Partner(s)) and M/s _____ (Manufacturer(s) whose software, hardware, equipment and any other item(s) are proposed in the technical bid of M/s _____ (Prime bidder)) are in compliance with order F. No. 6/18/2019-PPD issued by Department of Expenditure via Office Memorandum dated July 23, 2020.

We, M/s _____ (Prime bidder) and M/s _____ (Consortium member(s)) understand and accept that if such certification is found to be false, it would be a ground for immediate termination and further legal action in accordance with relevant laws of Government of India.

Name of Authorized signatory: _____

Signature of authorized signatory: _____

Stamp of the Organization (Prime bidder and Consortium member(s))

Annexure- 16 Curriculum Vitae format

Photo	Name			
	Position:			
	Date of Birth			
	Education:		<input type="checkbox"/>	
4. Employment Record	From	To	Company	Position Held
5. Brief Profile	<input type="checkbox"/>			
8. Countries of Work Experience				
9. Languages	<input type="checkbox"/>			
10. Work Undertaken that Best Illustrates Capability to Handle the Task Assigned				
<p>Nature of Work: Year:</p> <p>Location:</p> <p>Company:</p> <p>Position Held:</p> <p>Main features:</p> <p><input type="checkbox"/></p> <p>Activities Performed:</p>				

Annexure- 17 Proposed equipment list^[1]

#	Equipment
1	Cinevator
2	Panel printing machine dry gate
3	Panel printing machine wet gate
4	Color Analyzer
5	Color Negative processing machine
6	Color Positive processing machine
7	Chemical mixing tanks
8	Chemical analysis lab equipment
9	B&W Processing machine
10	Silver recovery machine
11	Negative checking tables
12	Positive checking tables
13	Winders (Manual and Electrically operated)
14	Synchrometers

[1] The list indicated above is indicative and is for the purpose of proposal preparation only