

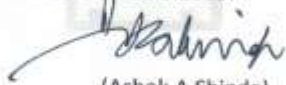


**Subject:- Invitation for e-tender / Online Bids for procurement of Modular Digital Cinema Camera with accessories for Films Division, Mumbai.**

E- tender (both technical and commercial) are invited for and on behalf of the President of India by FILMS DIVISION being customer from the reputed and experienced firm/Supplier for procurement of Modular Digital Cinema Camera with accessories for Films Division, Mumbai to Director General, Films Divisions. Detailed tender document can be obtained from the Films Division Office, 24- Dr. G. Deshmukh Marg, Mumbai-400026 on any working day between 10.00 AM to 4.00 PM with free of cost till 22.05.2019 upto 13.00 hrs. Complete tender document can also be downloaded from our website [www.filmsdivision.org](http://www.filmsdivision.org) and [eprocure.gov.in](http://eprocure.gov.in) (Central Public Procurement Portal).

2. E-Tenders/online bids are invited in two parts i.e. (i) Technical bid (ii) Financial/ price bid. Bidders are required to submit online scanned copy of Earnest Money Deposit (EMD) for an amount of Rs.60,000/- (Rupees Sixty thousand only) OR EMD Exemption Certificate along with their bids. The Hard copy of Account Payee Demand Draft, Bankers Cheque, Bank Guarantee in favour of Accounts Officer, Films Division, Mumbai is to be submitted in Stores Section, Films Division, Mumbai in a sealed envelope superscribed "E-tender/online bids for procurement of Modular Digital Cinema Camera with accessories for Films Division, Mumbai" during office hours on or before 27.05.2019 up to 1.00 pm. The price bid of only those bidders will be opened whose technical bids would clear the technical evaluation by FILMS DIVISION.

2. The Technical Bid will be opened on 28.5.2019 at 15.00 hrs. Director General, Films Division reserves the right to accept or reject any or all tenders in parts or full without any reason. The tenders or their authorized representatives may attend opening of tenders on 28.5.2019.

  
(Ashok A. Shinde)  
Assistant Administrative Officer  
Tel. No. 022-23523470

(Online Bid)

**Films Division**  
**Ministry of Information & Broadcasting**  
**Government of India**  
**24-Dr. G. Deshmukh Marg, Mumbai-400026**

**REQUEST FOR PROPOSAL/TENDER DOCUMENT**

**Invitation for e-tender/online Bids for procurement of Modular Digital Cinema Camera with accessories for Films Division, Mumbai.**

**Request for Proposal (RFP) No.D-21013/2/2017-S Dated the 3<sup>rd</sup> May,2019**

1. Online Bids (Technical & Commercial) are invited for and on behalf of President of India for procurement of Modular Digital Cinema Camera with accessories for Films Division, Mumbai listed in **Part II** of this RFP.

2. The address and contact numbers for seeking clarifications regarding this RFP are given below:

a.	Queries to be addressed to	Assistant Administrative Officer, Films Division, 24-Dr. G. Deshmukh Marg, Mumbai-400026 (E-mail id- storesmum@filmsdivision.org)
b.	Postal address for sending the Queries/EMD/Bid etc.	Assistant Administrative Officer, Films Division, 24-Dr. G. Deshmukh Marg, Mumbai-400026 (E-mail id- storesmum@filmsdivision.org)
c.	Name/designation of the contact person/officer	Shri P. Rajendran, Director-Cameraman Shri K.S.Shreedhar, Director
d.	Telephone number of the contact person/officer	022-23524042 022-23551445 022-23514614 022-23551349
e.	e-mail id of contact person/officer	<a href="mailto:storesmum@filmsdivision.org">storesmum@filmsdivision.org</a> <a href="mailto:rajendrandirector@gmail.com">rajendrandirector@gmail.com</a>
f.	Fax number of the Office	(22)23511008

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

- a. **Part I :-** Contains General Information and instructions for the Bidders about the RFP such as the instructions to the bidders for online bid submission, time, cost of tender document, EMD, place of submission and opening of tenders, modification and withdrawal of bid, clarification regarding contents of the bid/RFP and Validity period of tenders, etc.
- b. **Part II :-** Containing essential details of the services/stores required, such as the Schedule of Requirements (SOR), Quantity, Quality, Scope of work, Technical parameters, Educational Qualifications, Nature of Consultancy, technical details, eligibility criteria, delivery period, delivery terms, consignee details, period of contract etc. alongwith number of documents to be uploaded online in pdf format with technical bid followed by hard copies.
- c. **Part III:-** Contains essential and standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
- d. **Part IV:-** Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- e. **Part V:** Contains Evaluation Criteria and Format for Price Bids.

4. **This RFP is being issued with no financial commitment and the customer /Buyer reserves the right to change or vary any part thereof at any stage. Customer/Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.**

## Part I – General Information

**1. Last date and time for submission of online Bids:**

**27/05/2019 up to 13.00 hrs.**

The online Bids should be uploaded/sent by the due date and time. The responsibility to ensure this lies with the Bidder.

**2. Manner of submission of online Bids:** Instruction for online bid submission is given in detail at Annexure-I of this RFP. All the required documents in support of the eligibility criteria alongwith scanned copy of EMD are also to be uploaded alongwith the bids. The bidders are advised, in their own interest, to submit the requisite papers/documents with their bid as per the specifications/eligibility criteria indicated in part-II of the RFP failing which their bids may be declared as non-responsive/ineligible. Complete e-tender documents may be downloaded from the website of Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>) or from Departmental website ([www.filmsonline.gov.in](http://www.filmsonline.gov.in)) with effect from the date of publication of the tender notice. Information or any issue of corrigendum related to this tender/RFP will be made available/uploaded only on the website of Central Public Procurement Portal and the Departmental website. Such amendments/modifications shall be binding on all the prospective bidders. **Late tenders will not be considered. No responsibility will be taken for any delay on account of non-delivery/non-submission of online bid on or before time. Bids sent by post/fax or e-mail will not be considered and liable to be rejected.**

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

**28 .05 . 2019 at 15.00 hrs.**

(If due to any exigency, the due date for opening of the Bids is declared a closed 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 customer/buyer).

**4. Location for submission of EMD (in original):**

**Films Division, Stores Section, 2<sup>nd</sup> Floor, Phase-I building,  
Dr. Gopalrao Deshmukh Marg, Mumbai-400026**

The hard copy of the EMD (in original) is to be submitted in Stores Section in a sealed envelope superscribed "**e-tender/online Bids for procurement of Modular Digital Cinema Camera with accessories for Films Division, Mumbai**" during the office hours with effect from 00.00..2019 (from 6.00 P.m.) to 00 .00..2019 (up to 1.00 pm) in a sealed envelope superscribed name and title of the tender, RFP number and date of opening of bids on or before the closing date and time of e-submission of online bid failing which the bids will not be considered and liable to be rejected.

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

**Films Division (Stores Section),  
24-Dr. G. Deshmukh Marg, Mumbai-400026.**

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 EMD and 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 bidders' representative.**

**6. Submission of online Bids:** Online bid should be submitted by the Bidders under their original memo/letter head inter alia furnishing details like:-

- a) Scanned copy of DD/Bank Guarantee/FDR towards Earnest Money Deposit (EMD) or EMD Exemption Certificate;
- b) Scanned copy of Company Profile;
- c) Scanned copy of Registration Certificate of Establishment issued by the concerned authority i.e. Municipal Corporation /State Government etc.;
- d) Scanned copy of PAN Card;
- e) Scanned copy of GST Registration Certificate/GST Number;
- f) Scanned copy of Udyog Adhar Memorandum (UAM) Number;
- g) Bank Branch addresses, account number with IFSC Code for e-payment with complete postal & e-mail address of their office;
- h) Annual Income Tax Returns filed for last three years;
- i) Work experience of similar nature with requisite proof;
- j) Scanned copy of the tender acceptance letter duly signed by the authorised representative of the firm as a token of acceptance of the terms & conditions of the RFP are also to be submitted online followed by hard copies of these documents.
- k) Schedule of Requirement (SOR) Part-II, Sr.No.1
- l) Scan copy of compliance to RFP specification.

**7. Modification and Clarification regarding contents of the RFP :** At any time prior to the deadline for e-submission of bids, the customer/buyer may for any reason, whether on its own initiative or in response to the clarification request by a prospective bidders, modify the bid document. Such modification/ amendment in the bid document/ RFP at any time prior to the deadline for e-submission of bid will be uploaded as “corrigendum” on Central Public Procurement Portal and Departmental website. Such amendment/modifications shall be binding on all the prospective bidders. Customer/Buyer at its discretion may extend the deadline for the e-submission of bids if the bid document undergoes changes during the bidding period in order to give prospective bidder time to take into the consideration the amendments while preparing their bids. A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the customer/buyer in writing about the clarifications sought not later than 10(ten) days prior to the date of opening of the Bids. Copies of the query and clarification issued by the customer/buyer will be sent to all prospective bidders who have received the bidding documents and will also be posted on website ; [www.filmsdivision.org](http://www.filmsdivision.org).

**8. Modification and Withdrawal of Bids:**A bidder may modify or withdraw his online bid after submission provided that the written notice of modification or withdrawal is received by the customer/buyer prior to deadline prescribed for submission of online bids. A withdrawal notice may be sent by fax/e-mail but it must be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the customer not later than the deadline for submission of online bids. **No bid shall be modified after the deadline for submission of online bids. No online bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder’s forfeiture of bid security.**

9. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the customer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. The customer/buyer also reserves the right to call for additional information from the bidders. **No post-bid clarification on the initiative of the bidder will be entertained.**

10. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. 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 RFP.

12. **Validity of Bids:** The Bids should remain valid for six months from the last date of submission of the Bids.

13. **Cost of tender:** Not applicable. Complete tender document can be downloaded from our web site **www.filmsdivision.org and Central Public Procurement Portal.**

14. **Earnest Money Deposit:** Bidders are required to submit scanned copy of Earnest Money Deposit (EMD) for an amount of **Rs.60,000/- (Rs.Sixty Thousand only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Banker's Cheque in favour of **Accounts Officer, Films Division, Mumbai**, or Bank Guarantee from any of the Public Sector Banks or a private Sector Bank authorized to conduct government business as per **Annexure-II**. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization and Micro and Small Enterprises (MSEs) as defined in MSEs Procurement Policy issued by Department of MSME as per Rule 170 of GFR-2017. **The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.** The hard copy of the EMD has to be submitted as per manner indicated in para-4 above.

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 customer/Buyer. Financial/price bids of only those firm will be opened, whose technical bids are found compliant/suitable after technical evaluation is done by the Films Division.

**Part II - Description and essential details of Items/Services required**

**1. Schedule of Requirements(SOR):** List of items / services required is as follows:

Sr. No.	Item Description	Qty	Brand/Make offered by the firm	OEM Warranty (Months/Years)
	<p><b><u>Procurement of Camera and their Accessories</u></b>  <b><u>1.01 Body Type (form factor) :-</u></b>                      Modular Digital Cinema CAMERA Magnesium / Aluminum alloy  <b><u>1.02. Sensor:-</u></b>                      Super 35 CMOS/MOS Sensor with minimum 24 x 12.7mm sensor size and Minimum 12 effective megapixels.  <b><u>1.03 Recording Format:-</u></b>                      4K Raw (4096x2160) or above on camera or dockable recorder of same OEM. (Technical collaboration with different recording unit OEM is accepted.) Must be able to record both RAW &amp; Proxy Files simultaneously.  <b><u>1.04 BIT quantization: -</u></b>                      RAW 12 Bit or more, 150 mbps or greater.                      4K Master at 10 Bit,422, 150mbps or greater on Camera                      Proxy files 4:2:2 – 8Bit or greater  <b><u>1.05 Dynamic range/Exposure Latitude: -</u></b>                      14 stops of DR. In camera color grading separate LUTs for monitor output. LUT import &amp; export.  <b><u>1.06 ISO Range (Native) Exposure Index :-</u></b>                      800(native) EI-250 to 8000 or above  <b><u>1.07 - Lens Mount :-</u></b> PL Mount or Camera Native mount with additional PL mount or PL Adaptor of Camera OEM.  <b><u>1.08 - Frame rates :-</u></b>                      1-60 fps at 4K full frame on camera                      1-200fps or more at 2k on camera/docable recorder of Camera OEM, with project timeline of 24 &amp; 25 fps                      Time lapse mode</p>	1		
2	<p><b><u>Electronic view finder:-</u></b>                      Full HD, OLED eye piece of Camera OEM with up &amp; down swivel movement.</p>	1		
3	<p><b><u>Recording memory card -</u></b>                      SSD drives or Cards; each compatible to record 1 hour of the highest available formats and the highest frame rates available on camera or Dockable recorder.</p>	4		
4	<p><b><u>Card Reader -</u></b>                      Card reader with USB 3..0 or Lightning interface with transfer speed of 10Gbps or above.</p>	1		
5	<p><b><u>Portable LCD Monitor of Camera OEM or Professional field monitor of reputed OEM to be mounted on camera -</u></b>                      Full HD 7 inch LCD monitor with Proprietary connectors/ or Full HD 7 inch LCD monitor with HDMI and SDI port, HDMI &amp; SDI cable, power cable/ connector and sun hood with camera mount &amp;</p>	1		

	magic handle. The monitor should be powered by the Camera. If not, then 2 batteries and battery charger for the monitor should be provided.			
6	<b><u>Camera Support</u></b> V-mount battery adaptor Camera Handle with on/off switch Adjustable shoulder pad with hand grip	1 1 1		
7	<b><u>I/O connectors &amp; Cables</u></b> Camera must have following I/O connectors inbuilt or additional docable attachment of Camera OEM. a) 2 Audio channels with XLR/EP mic input b) SDI video out for Master video & monitor output c) HDMI out d) Gen lock/TC e) DC in f) USB port for firmware, Camera settings & LUT update g) 2 mtrs. HDMI Cable for monitor h) 2 mtrs. SDI Cable for monitor	1		
8	<b><u>Wi-Fi &amp; Intervalometer</u></b> The camera should be able to connect to a mobile device or wi-fi remote control with full menu operation and intervalometer for time lapse cinematography.	1		
9	<b><u>Camera Support system and accessories</u></b> (NOTE: We intend to use our existing Carl Zeiss super 35 Prime Lenses, Block lenses, Angeneiux 25-250 HR zoom lens and 6x6 Arri Matt box on the camera. Camera should support the above lenses and Matte Box.) a) If a high rise is required for the camera to fit Angeneiux HR 25-250 zoom lens along with ARRI LS-9 support and matt box MB-14 with 19mm rods, then high rise should be provided. b)Base plate and Bridge plate along with 19mm stainless steel rods(2 nos) of minimum 40cm length c)All connecting cables	1 1 1		
10	<b><u>Audio</u></b> Minimum 2 channel 24 Bit 48 Khz audio recording with line in. Integrated Mic	1		
11	<b><u>Camera carry case</u></b> Standard quality with water-proof hard case	1		
12	<b><u>Software</u></b> Licensed software for conversion and management of Camera RAW files for post production	1		
13	<b><u>Maintenance Training</u></b> Basic Maintenance training on camera should be provided to Engineers of Films Division	1		
14	<b><u>Warranty</u></b> Minimum 1 year on site comprehensive warranty or manufacturer warranty whichever is higher	1		

## **OPTIONAL ITEMS**

Sr. No.	Item Description	Qty	Brand/Make offered by the firm	OEM Warranty (Month/Year)
1	<b><u>Camera Battery</u></b> Compatible V-mount battery (of reputed OEMs only) for the camera with approx.60mins movie recording time with single full charged battery or minimum 140 WH whichever is higher	4		
2	<b><u>Dual Battery Charges with AC Adopter</u></b> Compatible Dual battery charger. (Batteries and charger should be of the same OEM)	1		
3.	<b><u>Accessories</u></b> Light weight matt box to accommodate both 4x4 and 4x5 filters with minimum two filter slot, set of clamp on lens facility and mountable on 19mm rods with 4 side flaps.	1 Set		
4	<b><u>Counter Weight</u></b> Counter Weight to balance the camera with heavy lenses.	1		
5.	<b><u>Camera Carry case</u></b> Standard Quality soft water proof carry case for the camera	1		
6.	<b><u>Field Monitor</u></b> 17 inch to 23 inch LCD Professional 2k Field Monitor	1		
7.	<b><u>Extended warranty</u></b> 2 years Extended on site comprehensive warranty on annual basis after completion of warranty mentioned at 'a above	1		

The Quantity can be increased or decreased as per requirement. The firm has to indicate OEM Warranty against each item.

**Note:** Weightage will be given on the following factors during technical bid evaluation.

1. **Smaller form factor (Body of Camera)**
  2. **Lesser Weight**
  3. **Ease of Operation**
  4. **Better performance over and above the minimum requirement to terms indicated in RFP**
2. **Eligibility Criteria/Technical Details/Qualitative requirement/Scope of Work, specification of stores/equipments etc.:**
- a. Eligibility criteria: (i)**Supplier must be Authorised Dealer or Service Provider or manufacturer of Camera offered by him.**  
(ii) **The Camera OEM must have minimum 10 years of experience in the field of Camera manufacturing in India**
  - b. Scope of work: **Supply & demonstration of Camera.**
  - c. Qualitative and Quantitative requirements :**As per detailed in Part-II**



- d. Scanned copy of :-
  - i. **EMD/Bank Guarantee/FDR towards Earnest Money Deposit,**
  - ii. **PAN card**
  - iii. **GST Registration Certificate**
  - iv. **Annual Income Tax Return filed for last three years,**
  - v. **copy of work experience of similar nature with requisite proof**
  - vi. **Tender acceptance letter duly signed by authorised representative of the firm as a token of acceptance of the terms & conditions in pdf format.**
  - vii. **Scanned copy of Registration Certificate of Establishment issued by the Concerned Authority i.e. Municipal Corporation /State Government etc.**
  - viii. **Udyog Adhar Memorandum Number**
  - ix. **Company Profile**
  - x. **Bank Branch address, account Number with IFSC Code for e-payment with complete postal address and e-mail address of their office.**
- e) Educational Qualifications : **Not Applicable**
- f) Specifications : **Same as detailed in Part-II**
- g) Technical details with technical parameters: **Same as detailed in Part-II**
- h) Requirement of training / on-job training :**Training & Workshop for Camera section for 3 days, after delivery of the Camera Equipment .**
- i) Requirement of installation/commissioning: **Installation & Commissioning of Camera.**
- j) Requirement of Acceptance Trials and Joint Dispatch inspection etc.: **Joint Dispatch inspection in Camera Section, Films Division, Mumbai.**
- k) Requirement of Technical documentation: **Copy of Challan with description of accessories with Sr. No.**
- l) Nature of assistance required after completion of warranty: **Two years extended warranty of Camera,**
- m) Requirement of pre-site/equipment inspection :--
- n) Any other details, as considered necessary depending upon nature of tender/case:--

2. **Two-Bid System** - In respect of Two-bid system, Bidders are required to furnish clause by clause compliance in respect of eligibility criteria, qualitative requirements, technical details and specifications etc. bringing out clearly the deviations, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid –

Para of RFP eligibility criteria/qualitative requirement/technical details and specification of stores/equipments	Specification of stores/equipments/ item offered	Compliance to RFP specification – whether Yes / No	In case of non-compliance, deviation from RFP to be specified in an unambiguous terms

3. **Delivery Period** - Delivery period for supply of items/services would be **One month** from the effective date of **Purchase Order**. Please note that Purchase Order can be cancelled unilaterally by the Buyer/Customer in case items are not received within the stipulated delivery period. Extension of delivery period will be at the sole discretion of the Buyer/Customer with applicability of LD clause.
4. **Delivery Terms** –The Camera and its accessories has to be delivered at Camera Section, Films Division, 2<sup>nd</sup> Floor, Phase-II Bldg, 24-Dr.G.Deshmukh Marg, Mumbai-400 026.

**INCOTERMS for Delivery and Transportation** - (“E” / F”” / “C” / “D” Terms)

Unless otherwise specifically agreed to by the Buyer/Customer and the Seller/Supplier/Contractor and incorporated in the contract, the applicable rules & regulations for transportation of goods from foreign countries will be as per the contemporary version of International Commercial Terms (INCOTERMS) evolved by International Chamber of Commerce, Paris. Definition of Delivery Period is given below –

<b>TERMS OF DELIVERY</b>	<b>DATE OF DELIVERY</b>
a) Local Delivery at Site	The date of delivery of Camera and Accessories will be one month from the date of Purchase Order
b) Ex-works	Not applicable. Delivery should be given at the address mentioned at the Sr.No.6 below.
c) F.O.R. Station of Dispatch	The date on which the goods are placed by the Seller on rail with clear Rail Receipt.
d) By Post Parcel	The date of postal receipt.
e) Dispatch by Air	The date of Air-way Bill.
f) F.O.R. Destination	The date on which the goods reach the destination railway station specified in the contract, unless otherwise stated.
g) C.I.P. Destination	The date on which the delivery is effected at the destination mentioned in the contract.
h) F.A.S. Port of Shipment	The date on which the Seller deliver the goods alongside the vessel at the specified port of shipment. This date is reflected in Bill of Lading.
i) F.O.B. Port of Shipment	The date on which the Seller delivers the goods on vessel’s board at the specified port of shipment. This date is reflected in Bill of Lading.
j) C.I.F. Port of Destination	The date on which the goods actually arrived at the Destination Port.

Note - The FAS, FOB & CIF terms of delivery are applicable for goods which are directly imported from foreign countries against the subject contract and not imported already by the Seller/Supplier under its own arrangement. The CIP terms of delivery may be applied both for domestic as well as imported supplies. **Only (a) will be applicable.**

6. Consignee details - **The Director-Cameraman, Camera Section, Films Division, Phase-II Building, 24-Dr.G.Deshmukh Marg, Mumbai-400 026.**
  
7. Period of Delivery: **The Delivery of Camera & Accessories should be effected within one month of Purchase Order alongwith delivery challan with Sr.No. of each item delivered. Joint Dispatch Inspection i.e. representative of seller/supplier and representative of Camera Section will be done at the time of opening the package of equipment within 3 to 4 days after delivery of material. Demo and training has to be given by the Seller /Supplier as Sr.No.1(12) of Part-II of RFP within 10 days of delivery of Camera & Accessories.**

### **Part III – Standard Conditions of RFP**

**The Bidder is required to give confirmation of their acceptance of the essential and 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 customer/buyer. 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 format of arbitration clause in respect of indigenous private bidders, foreign bidders and CPSU are given in Annexure-III, IV & V respectively.
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 customer 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 disfavour 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 offence 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 customer 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 customer 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 customer or to any other person in a position to influence any officer/employee of the customer for showing any favour in relation to this or any other contract shall render the contractor to such liability/penalty as the customer 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 customer.
5. **Agents/Agency Commission:** The contractor/Supplier confirms and declares to the customer 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 customer that the present declaration is in any way incorrect or if at a later stage it is discovered by the customer 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 customer. 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 customer 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 customer in terms of the contract along with interest at the rate of 2% per annum above 18% penal rate. The customer 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 customer/buyer i.e. FILMS DIVISION.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the customer 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 customer shall provide necessary information/inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of the customer, 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 coordinator, supervisor and office helpers & services as specified in this contract, the customer may, at his discretion, withhold any payment until the completion of the contract. The customer 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 customer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- a) The delivery of the materials is delayed for causes not attributed to Force Majeure for more than one month after the date of Purchase Order.
- 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 customer 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.

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 customer 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 customer 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 Customer.
- (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.

15. **Pre-Integrity Pact Clause:** An “Integrity Pact” would be signed between the customer & successful contractor. This is a binding agreement between the customer and contractor for specific contracts in which the customer promises that it will not accept bribes during the procurement and services process and bidder promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the customer to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:

- a. A pact (contract) between the (Principal/ Office) and successful contractor for this specific activity (the successful Bidder);
- b. An undertaking by the Principal/Office that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- c. A statement by successful Bidder that it has not paid, and will not pay, any bribes;
- d. An undertaking by successful Bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as well as family members, etc. of officials); the disclosure would be made either at the time of signing of contract or upon demand of the Principal, especially when a suspicion of a violation by that successful bidder/contractor emerges;
- e. The explicit acceptance by successful Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- f. Undertaking on behalf of a successful Bidding company/ contractor will be made “in the name for and on behalf of the company’s Chief Executive Officer”.
- g. The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertaking:
  - (i) Denial or loss of contracts;
  - (ii) Forfeiture of the bid security and performance bond;
  - (iii) Liability for damages to the principal/office and the competing Bidders; and
  - (iv) Debarment of the violator by the Principal/Office for an appropriate period of time.
- h. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviors and compliance program for the implementation of the code of conduct throughout the company.

## Part IV-Special Conditions of RFP

**The Bidder is required to give confirmation of their acceptance of Special conditions of the RFP 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 customer. 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.) for a sum equal to 10% 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 VI.

2. **Option clause:** : Not applicable

3. **Repeat Order Clause:** Not Applicable

The contract will have a Repeat Order Clause, wherein the customer can order up to same quantity of Camera 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 customer 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. **50% on receipt of Camera & Accessories**
- b. **25% on demonstration of Camera & Accessories.**
- c. **25% after Training and workshop.**

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

- (i) Ink signed copy of contractor bills
- (ii) Delivery Challan with Sr.No. of each item indicated in Challan.
- (iii) Mandate Form
- (iv) 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).
- (v) Any other document/certificate that may be provided for in the Job Order/Contract.
- (vi) User Acceptance & Satisfactory Services Report.
- (vii) Xerox copy of PBG.

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

i) The price charged for the equipment supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor provides the material of identical description to any persons/organization including the customer 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 material during the currency of the contract is completed.

ii) If at any time, during the said period the contractor reduces the equipment price or offer to provide equipment to any person/organization including the customer 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.

iii) The contractor shall furnish the following certificate to the customer along with each bill for payment for equipment supplied against the contract – “We certify that there has been no reduction in price of the equipment supplied to the Government under the contract herein and such equipment have not been offered/sold by me/us to any person/organization including the customer 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 supply of equipment against all contract placed during the currency of the Contract at price lower than the price charged to the government under the contract.

**7. Risk & Expense clause:**

- i) Should the equipment thereof not be delivered within the time or times specified in the contract documents, or if defective equipment found after purchasing thereof, the customer 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 equipment thereof not perform in accordance with the specifications/parameters provided by the customer during the joint dispatch inspection to be done by the customer, the customer 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 customer shall, having given the right of first refusal to the contractor be at liberty to provide equipment from any other source as he thinks fit, of the same or similar description to equipment.
- iv) Any excess of the equipment price, cost of equipment or value of equipment 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 Customer.

**8. Force Majeure Clause:**

- a. Neither party shall bear responsibility for the complete or partial non performance 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 months 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.



## 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 RFP, both technically and commercially.**
  - b. The technical Bids forwarded by the Bidders will be evaluated by the Customer with reference to the technical characteristics/technical parameters/ eligibility criteria as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. **The Price Bids (BOQ) of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.**
  - c. The lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given in BOQ. 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 customer would be the deciding factor for ranking of Bids.
  - d. The Bidders are required to spell out the rates of GST in an 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.
  - e. 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.
  - f. 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 customer. Customer 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 store & services within stipulated time and the same will be placed at Lowest-1 rate.
  - g. **Any other criteria as applicable to suit a particular case.**
  - h. **Evaluation will be done as per extant orders issued by MoF on time to time on above subject.**
2. **Price Bid Format:** As per BOQ uploaded as CPP Portal. Bidders are required to fill the BOQ correctly and submitted online through Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>) only. No hard copy of the BOQ duly filled to be enclosed with Technical Bids or any other documents.

### 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 RFP/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 Films Division in future.

(Signature of Authorized signatory with date and seal)

## **Annexure-I**

Instructions for Online Bid Submission  
Instructions to the Bidders to submit the bids online  
thro" the eProcurement site  
<https://eprocure.gov.in>

- 1) Bidder should do the registration in the tender site using the "Click here to Enroll" option available.
- 2) Then the Digital signature of SIFY/TCS/nCode or any Certifying Authority is to be registered after logging into the site.
- 3) Bidder can use "My Space" area to update standard documents in advance as required for various tenders and use them during bis submission. This will facilitate the bid submission process by reducing time.
- 4) Bidder may read the tenders published in the site ad download the required documents/tender schedules for the tenders he is interested.
- 5) Bidder then logs in to the site using the secured log in by giving the user id/password chosen during registration and password of the DSC/e-token.
- 6) Only one DSC should be used for a bidder and should not be misused by others.
- 7) Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
- 8) If there are any clarifications, this may be obtained using clarifications, or during the pre-bid meeting. Bidder should take into account of the corrigenda publisher before submitting the bids online.
- 9) Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in required format. If there are more than one document, they can be clubbed together.
- 10) Bidder should prepare the EMD as specified in the tender. The original should be posted/couriered/given in person to the specified location as per Tender Document, latest by the last date of bid submission,
- 11) Bidder selects the tender which he is interested using search option & then move it to the my favourites folder.
- 12) From the my favourites folder, he selects the tender to view all the details indicated.
- 13) The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
- 14) The bidder has to select the payment option as offline to pay the EMD as applicable.
- 15) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the date entered during bid submission time. Otherwise the bid submitted will not be acceptable.
- 16) The bidder has to enter the password of the DSC/e-token and the required bid documents have to be uploaded one by one as indicated.

- 17) The rates offered details have to be entered separately in a spread sheet file (xis) in the space allotted and should be updated as BOQ.xis file for each tender after the financial bid. The BOQ file, if found modified by the bidder will result in rejection of the bid.
- 18) The tendering system will give a successful bid updation message & then a bid summary will be shown with the bid no. & the date & time of submission of the bid with all other relevant details. The bidder has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 19) The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
- 20) The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 21) For any clarifications with the TIA, the bid number can be used as a reference.
- 22) Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e. on or before the bid submission time. If there is any delay, due to other issues, bidder only will be responsible.
- 23) Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2 MB, it can be reduced by scanning at lo resolution and the same can be uploaded. However, if the file size is less than 1 MB, the transaction/uploading time will be very fast.
- 24) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc. In the eProcurement system. The bidders should follow this time during bid submission.
- 25) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 26) The confidentiality of the bids is maintain since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 27) Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 28) For any queries, the bidders are asked to contact by mail [cppp-nic@nic.in](mailto:cppp-nic@nic.in) or by phone:1-800-233-7315 well in advance.

**EMD Bank Guarantee format**

Whereas.....(hereinafter called the “Bidder”) has submitted their offer dated.....for the services and supply of .....(hereinafter called the “Bid”) against the customer’s request for proposal No.....KNOW ALL MEN by these presents that WE..... of .....having our registered office at ..... Are bound unto.....(hereinafter called the “Customer”) in the sum of .....for which payment will and truly to be made to the said Customer, the bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this.....day of .....20.....

The conditions of obligation are:

- (i) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (ii) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
  - a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
  - b) Fails or refuses to accept/execute the contract.

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

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the authorized officer of the Bank)  
Name and designation of the officer  
Seal, name & address of the Bank and address of the Branch)

**Format of Arbitration Clause –Indigenous Private bidders**

1. 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.
2. Any dispute, disagreement of 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.

**Format of Arbitration Clause – Foreign bidders**

- i) All disputes or 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 sixty (60) days of the receipt of the said notice, one arbitrator shall be nominated in writing by the SELLER and one arbitrator shall be nominated by the BUYER.
- iv) The third arbitrator, who shall not be a citizen or domicile of the country of either of the parties or of any other country unacceptable to any of the parties, the said arbitration shall be nominated by the parties within (90) days of the receipt of the notice mentioned above, failing which the third arbitrator may be nominated under the provisions of UNCITRAL by the International Chamber of Commerce, Paris at the request of either party. However the said nomination would be after consultation with both the parties and shall preclude any citizen or domicile of any country as mentioned above. The arbitrator nominated under this clause shall not be regarded nor act as an umpire.
- v) The Arbitration Tribunal shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
- vi) The arbitration proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts or as may be mutually agreed between the parties.
- vii) The decision of the majority of the arbitrators shall be final and binding on the parties to the contract.
- viii) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses of the third arbitrator shall be shared equally by the Seller and the Buyer, unless otherwise awarded by the Arbitration Tribunal.
- ix) In the event of a vacancy caused in the office of the arbitrators, the party which nominated such arbitrator shall be entitled to nominate another in his place and the arbitration proceedings shall continue from the stage they were left by the outgoing arbitrator.
- x) In the event of one of the parties failing to nominate its arbitrator within 60 days as above or if any of the parties does not nominate another arbitrator within 60 days of the place of arbitrator falling vacant, then the other party shall be entitled after due notice of at least 30 days to request the International Chamber of Commerce to nominate another arbitrator as above.
- xi) If the place of the third arbitrator falls vacant, his substitute shall be nominated according to the provisions herein above stipulated.
- xii) 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 -** The provisions with regard to appointment of an Arbitrator by the International Chamber of Commerce, Paris shall only be resorted to in cases of International Commercial Arbitration. Similarly, the UNCITRAL provisions will only apply with regard to appointment of Arbitrator, fixation of fees of the Arbitrator when it is a foreign arbitration. The procedure to be adopted during arbitration will be as provided in the Indian Arbitration & Conciliation Act, 1996.]

**Format of Arbitration Clause – CPSU**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the Permanent Arbitration Machinery set up in the Department of Public Enterprises and that if the Department of Public Enterprises fails to settle the dispute, the same will be referred to the Committee constituted by the Cabinet Secretariat.

Performance Bank Guarantee Format

**From:**

**Bank** \_\_\_\_\_

To

The President of India through Directorate of -----

Ministry of Information & Broadcasting

Government of India

New Delhi.

Dear Sir,

Whereas you have entered into a contract No. .... Dt.....(hereinafter referred to as the said Contract with M/s....., hereinafter referred to as the “Contractor/Supplier” for supply of services as per Part-II of the said contract to the said contractor and whereas the contractor/supplier has undertaken to produce a bank guarantee for 10% of total Contract value amounting to.....to secure its obligations to the President of India. We the.....bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the contractor/supplier that, in the even that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all the any sum up to a maximum of ..... Rupees.....only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Contractor/supplier indulgence to the Contractor/Supplier by you, or by any alterations in the obligations of the Contractor/Supplier or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for 14 months from the effective date of contract according to the contractual obligations under the said contract.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by an change in the constitution of the bank or in the constitution of M/s.....