

STATE COUNCIL OF SCIENCE, TECHNOLOGY & ENVIRONMENT



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MEGHALAYA

(An Autonomous Body of the Government of Meghalaya for Promotion of Science & Technology)

Meghalaya State Housing Financing Cooperative Society Ltd., Nongrim Hills,

Behind Bethany Hospital, Shillong -793003

REQUEST FOR PROPOSAL

**Hiring of Agency/Firm for
Videographic Documentation of Projects/Activities Under
The State Council of Science, Technology & Environment
Meghalaya**

RFP Reference No.: PLN/SCSTE/0093/2023/NF/15

Date: 8th February, 2024

STATE COUNCIL OF SCIENCE, TECHNOLOGY & ENVIRONMENT

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1. Executive Summary

1.1 Objective

State Council of Science, Technology & Environment Meghalaya (SCSTE) seeks to engage an agency for videographic documentation of projects/activities under the State Council of Science, Technology & Environment Meghalaya, the challenges it has sought to address, the changes introduced, and the benefits and impact on the ground. The video will comprise on-location shooting across multiple locations in the state of Meghalaya, capturing the 'human face' of the project, especially with interviews of local communities, and other stakeholders.

2. Invitation for the Proposal

The Invitation of the Proposal is for hiring of agency/firms for Videographic Documentation of Projects/Activities under State Council of Science, Technology & Environment Meghalaya.

The Agencies/Firms are advised to study this RFP document carefully. submission of proposals shall be deemed to have been done after careful study and examination of this RFP document with full understanding of its implications.

2.1 Issuer

State Council of Science, Technology & Environment Meghalaya (SCSTE) invites proposals for The Hiring of Agency/Firm for Videographic Documentation of Projects/Activities under State Council of Science, Technology & Environment Meghalaya, as per the Terms of Reference.

2.2 Address for Submission of Proposals & Correspondence

State Council of Science, Technology & Environment Meghalaya
Meghalaya State Housing Financing Cooperatives Society Ltd., Nongrim Hills
Behind Bethany Hospital,
Shillong-793003

2.3 Key Events, Dates and Important Information

Sl. No	Event/Information	Details
1	RFP Reference No.	PLN/SCSTE/0093/2023/NF/15
2	Tender Publication Detail	The Proposal document can be seen and downloaded from the website https://scste.org
3	Date of Publishing of Proposals	8 th February, 2024
4	Last Date & Time of Receiving Queries	12 th February, 2024 before 3:00 PM IST
5	Pre-Proposal Meeting	12 th February, 2024, 3:00 PM IST Bidder are required to email to stcouncil-megh@meghalaya.gov.in for meeting link
6	Last Date and Time for Submission of proposals	21 th February, 2024 Before 3:00 PM IST
7	Date and Time of Opening of Pre-Qualification & Technical Proposals	21 th February, 2024 Before 3:30 PM IST
8	Date & Time for opening of Financial Proposals	To be notified later only to technically qualified agencies/firms
9	Proposal Validity Period	120 days
11	Performance Bid Security (PBG) Amount	3% of the contract value
12	Contact email	stcouncil-megh@meghalaya.gov.in
13	Telephone No.	03642522077

2.4 Distribution of RFP Document

The proposal document can be downloaded from <https://scste.org> portal free of cost.

2.5 Pre-Proposal Conference

State Council of Science, Technology & Environment Meghalaya (SCSTE) shall organize a Pre-Bid Conference on the scheduled date and time in the Conference Hall of SCSTE. The SCSTE may incorporate any changes in the RFP based on acceptable suggestions received during the interactive Pre-Proposal Conference. The decision of the SCSTE regarding acceptability of any suggestion shall be final and shall not be called upon to question under any circumstances. The prospective agencies/firms shall submit their questions in writing not later than date and time indicated under section 2.3 above. It may not be possible at the Pre-Proposal Conference to answer questions which are received late. However, prospective Agencies/firms are free to raise their queries during the meeting and responses will be conveyed to all the prospective Agencies/firms (by way of hosting amendments/clarifications on the website i.e., at <https://scste.org> The

prospective participants have to inform the STSCTE on the email id mentioned in Section 2.3 for attending the pre-bid conference

2.6 Amendment of RFP Document

At any time before the deadline for submission of Proposals, the SCSTE may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by amendment. All the amendments made in the document would be published on the website <https://scste.org> The Agencies/firms are also advised to visit the website on regular basis for checking necessary updates. The SCSTE also reserves the right to amend the dates mentioned in clause 2.3 of this RFP document

2.7 Deadline for submission of Proposal

The Proposal response shall be submitted in hard copy, not later than date and time specified in Section 2.3 of this document

3. Eligibility Criteria

The Agency/Firm must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity and volume of the work involved, the following criteria are prescribed as Pre- Qualification criteria for bidder interested in undertaking the project. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the required support services sought by SCSTE. The bids must be complete in all respect and should cover the entire terms of references as stipulated in the RFP document. The invitation for the proposal is open to all agencies/firms who qualify the eligibility criteria as given below:

3.1 Pre-Qualification Criteria

Sl. No.	PQ Criteria	Documents required
1	The Agency/Firm should be a Company registered under the Companies Act, 1956/ Proprietary Firm / Partnership Firm	(Certificate of incorporation/certificate for commencement of business/other relevant documentary proof should be submitted)
2	Attested copy of Company's PAN, GST and ITR details	Documentary proofs should be submitted
3	Average Annual Turnover of the firm	Average Annual Turnover Certificate

	during last three financial years 2020-21, 2021-22 and 2022-23 should be Rs 20,00,000 for the last 3 years	along with Copies of the audited balance sheet of the company showing the same should be submitted
4	The Agency/Firm must have successfully completed assignments of Govt /PSU / Bank for services of similar nature during last five (5) financial years	Summary of Experiences along with Work orders or Sanction orders should be submitted
5	The Proposal offered should meet all the requirements given in the section 4. Terms of References. Non-compliance to any of the requirements will attract rejection of the proposal.	Declaration of the same with proper page numbers of the supporting document should be provided
6	The Agency/Firm should not be blacklisted by any Government department/PSUs/Private sector	Self-declaration of the same

3.2 Technical Part

Only agencies/firms meeting the above minimum eligibility criteria shall be considered for technical evaluation. The selection of the firm shall be based on the following technical criteria

Sl. No.	Evaluation Parameter	Marks	Details
1	Past experience of the organization in services of similar nature as per Terms of References (TOR	20	More than 5 years = 10 marks More than 3 years and less than 5 years= 6 marks More than 2 years and Less than 3 years = 4 marks
2	Performance of ongoing projects/assignments of videographic or similar nature	10	Work order of more than 20 Lakhs (at least 3 contracts) = 5 marks Work order of more than 10 Lakhs and less than 15 Lakhs (at least 3 contracts) = 3 marks Work order of more than 10 Lakhs and less than 15 Lakhs (at least 3 contracts)= 2 marks
3	Financial strength of the bidder	10	Average turnover of the last 3 FY: More than 30 Lakhs = 5 marks More than 25 Lakhs and less than 30 Lakhs = 3 marks More than 20 and Less than 25 Lakhs = 2 marks

4	Compliance of the specification as per the requirements in the Terms of References and sample of the video need to need to be provided/submitted along with the proposal	20	Marks will be allocated as per the compliance and specifications of the proposal =20
5	Manpower Resources	20	Technical eligibility as per criteria: K1: 8 Marks K2: 5 Marks K3: 3Marks K4: 2 Marks K5: 2Marks
6	Sample videos related to the scope of service	20	Firms are to submit Maximum 3 Quality videos for quality assessment either through a provided link or electronic copy.

**Minimum qualifying marks is 70 for opening of Financial Bid*

3.3 Financial Part

The Financial evaluation will be done only for the agencies/firms who are technically qualified as per the minimum passing score of 70 marks. The agencies/firms need to provide the financial proposal as per the deliverables specified in **Section 4: Terms of References** no extra cost/payment will be done by the SCSTE other than the amount that is quoted by the agency/firm.

4. Terms of Reference (TOR)

I. BACKGROUND OF SCSTE, MEGHALAYA

The State Council of Science Technology & Environment, Meghalaya is an autonomous body of the Government of Meghalaya for promotion of Science Technology in the State. Since its establishment in the year 1995, the Council has implemented different schemes, projects and programmes related to Science & Technology targeting the community at large especially rural communities.

The different objectives of the Council are:

1. To identify and formulate schemes/programme of the state on various aspect of Science & Technology and to execute/implement schemes on Science & Technology for the state Government and other concern departments/agencies.

2. To provide direction for the popularization of S&T in the state especially among students and youths
3. To offer a framework for harnessing the S&T in the development process in the state
4. To promote a closer cooperation between various scientific agencies on one hand and the development agencies and department of the state government on the other
5. To secure the expertise of the scientific community in solving specific problem face by the community
6. To interact with other state and national S&T bodies having similar or related objectives
7. To take any other steps which are relevant to the application of S&T for the benefit of the community
8. To establish or assist in the establishment of infrastructure, institutions, organizations, etc. necessary to achieve the aforesaid of objective
9. To promote environmental awareness among the general masses particularly the student community

One of the major programmes of the Council is the “**Technology Application Programme**” for promoting the applications of low cost, innovative technologies such as Improved Chulha, Low Cost Water filters, low cost sanitation, low cost housing, organic composting, low cost cold storage, low cost oven, pedal pump, hydraulic ram pump, rain water harvesting, waste paper recycling, Waste paper recycling, pedal pump and solar LED home lighting etc. which had been propagated through various programmes like Technology Awareness Camps, Technology Demonstration Camps and Technology Training Camps that are being organised in different parts of the state at the village level in order to initiated the intervention of appropriate technology. These innovative technologies are experimented under the Technology Experimentation Programme, where successful ones are disseminated to the people through the different schemes and Programmes. The technologies being propagated are developed by CSIR laboratories, Technical NGOs and other research organizations/agencies in the country. The Council has wider engagement i.e. with Government Departments, Educational Institutes, NGOs, Local Durbars, SHGs, and also with other Government Agencies/Organization operating in the State and in the North East Region of India.

2. BACKGROUND OF VIDEOGRAPHIC ON APPROPRIATE TECHNOLOGIES:

With regards to technology application, the Council had made an emphasis on appropriate technology application with the main objective to address the basic needs of community for improvement of their standard of living. These technologies included the following and are classified under the different sectors:

i) **Housing:**

Stabilized Mud Block (manually operated and interlocking) & Prefabricated Housing

ii) **Sanitation:**

Low Cost Sanitation (twin pit toilet) & Terafil Water Filter

iii) **Water:**

Dew & Fog Technology, Iron Removal plant & Rainwater Harvesting

iv) **Health Sector:**

Labike (Laboratory on Bike), Portable Fetal Heart Monitor & Sanitary Pad Making Machine

v) **Waste Management Sector:**

Agro-waste recycling machine, Reverse Vending Machine, Waste Paper Recycling Machine & Plastic waste management

vi) **Communication Sector:** Community Radio Station

vii) **Farming technology Sector:** Biofloc Technology

viii) **Agro technology Sector:** Agricultural Sprayer Drone & Hydroponics Technology

ix) **Livelihood Sector:** Agarbatti Masala Mixing Machine, Bamboo machines and tools, Pineapple Fibre Extractor & Squire Incense Stick Making Machine

x) **Energy Sector:** Bakery Oven with direct/indirect heating enabled, Bamboo Bio-Char Production Cum Vinegar Extraction, Solar Electrification, Solar maize sheller, Solar egg incubator, Solar Cold Storage, E-bike, Egg incubator 'Nilankhantra' using kerosene oil, Machineries for pottery kiln, Manually operated Treadle Pump, Mobile Subjee Cooler, Solar LED blinking light "Peek Rakshak", Himalayan rocket stove, Hydraulic Ram Pump, Improved Chulha/ Meghalaya Chulha, Low Cost Cold Storage (zero energy cool chamber), Micro Hydro Power (MHP), Bio-Digester System (Systema-8)

The technologies adopted are eco-friendly, environment friendly and user-friendly, where local resources like materials and manpower can be utilized while installing.

Propagation of these appropriate technologies is through outreach programmes like awareness, demonstration and hand-on training at the village and block level, where these programmes were organized in collaboration with local organizations like Local Durbars, SHGs, women groups, cooperative societies, youth groups, educational institutes and line

government departments. Through this outreach programme the Council has been able to reach out to remote villages of the state covering the agro climatic regions i.e, Khasi, Jaintia and Garo regions. The appropriate technology programme has made a commendable impact in the society especially in low cost sanitation (twin pit), Improved Chulha, Rainwater harvesting and Stabilised Mud Block especially in the rural sector. The above technology has also been seen to be replicated by villagers and individual as well.

OBJECTIVE OF THE ASSIGNMENT:

SCSTE, Meghalaya seeks to engage an agency for videographic documentation of the impact of these appropriate technologies on the ground, and their effectiveness in addressing the basic needs like housing, energy, water, health, sanitation and livelihood especially in the rural areas. The video will comprise on location shooting across multiple locations, capturing the 'human face' of the project with interviews of beneficiaries and the stakeholders.

SCOPE OF SERVICES:

The films are expected to be of high production value, narrated by a professional voice-artist, with animated graphics where needed, and royalty-free music. The film-maker will be briefed by subject experts before the shoot, and inputs and feedback for the script will be provided to enable fit-for-purpose shooting. A detailed storyboard for each film along with script will have to be approved prior to filming in order to ensure the editing process is efficient with a good coverage on the main and important points of the projects.

A. Deliverables

The agency will make the following:

1. 1(one) no. long documentary film (8-10 minutes)
2. 37 nos of short versions of the above documentary films (1:30 to 2 minutes each)
3. 100 high quality stock photographs to showcase each technology and its application.

The details of the films are given in the following table.

Particular	Objective	Activities identified for filming on identified sector	Product Languages
1no documentary film (13 - 15 minutes)	<p>1. Highlight the implementation of the appropriate technology programme on the following points: (i)Science &Technology needs (ii)Identification of the technologies appropriate for the specific needs (iii)Awareness and demonstration (iv)Technology training camp cum installation of technology units (v)Replication of the technologies by the villagers after the capacity building training</p> <p>2.Technologies adopted: Procurement of technologies by collaborating with other research agencies/organizations in the country in the form of machineries that can be applied in the state (especially those that can be installed in rural areas), the machines mostly are those that can be used for livelihood promotion or those technologies that can be adopted for socio economic development.</p>	<ol style="list-style-type: none"> 1. The situation of the villages and local people prior to the implementation of the project. 2. To document the initial stage of the project starting from the planning and installation phases to operations. The challenges faced during the implementation, how those were overcome 3. Approaches for technology needs by line departments, NGOs, Mobilization and other government agencies. 4. Highlight Community Impact, testimonials from communities/beneficiaries on the improvements made by the application of appropriate technologies both for domestic and community basis. This includes living conditions, economic opportunities etc. 5. The opportunities for scaling up this initiative (replication by the beneficiaries in their respective areas) <p>Sector Details: (3 location i.e. Khasi, Jaintia& Garo for each technology) (i). Housing (ii). Sanitation (iii). Water:</p>	English, Khasi, Garo and Pnar

	<p>3.Impact of the technology Impact can be assessed across various dimensions, including social, economic, environmental, and individual levels</p>	<p>(iv) Health Sector: (v) Waste Management Sector: (vi) Communication Sector: (vii) Farming technology Sector: (viii) Agro technology Sector: (ix) Livelihood Sector: (x) Energy Sector:</p>	
<p>Film 2 (2-3 minutes)</p>	<p>To highlight the technical aspects of the technologies based on the following: (i) Brief overview (ii) Technical specification (iii) Principle and Operation (iv) Installation and use (v) Benefits Safety and regulations</p>	<p>The context and background of the Technologies sector should be based on the following: (a) Before implementation (b) During implementation - Technical specification of the technologies and process of working of the technologies. (c) Impact after implementation</p> <p><u>Technologies sectors:</u> (i). Housing - Stabilised Mud Block (ii). Sanitation - Low Cost Sanitation (twin pit toilet) & Terafil Water Filter (iii). Water -Dew & Fog Technology, Iron Removal plant & Rainwater Harvesting (iv) Health - Labike (Laboratory on Bike), Portable Fetal Heart Monitor & Sanitary Pad Making Machine (v) Waste Management - Agro-waste recycling machine, Reverse Vending Machine, Waste Paper Recycling</p>	<p>English, Khasi, Garo and Pnar</p>

		<p>Machine & Plastic waste management</p> <p>(vi) Communication - Community Radio Station</p> <p>(vii) Farming technology - Biofloc Technology</p> <p>(viii) Agro technology - Agricultural Sprayer Drone & Hydroponics Technology</p> <p>(ix) Livelihood - Agarbatti Masala Mixing Machine, Bamboo machines and tools, Pineapple Fibre Extractor & Squire Incense Stick Making Machine.</p> <p>Energy - Bakery Oven with direct/indirect heating enabled, Bamboo Bio-Char Production Cum Vinegar Extraction, Solar Electrification, Solar maize sheller, Solar egg incubator, Solar Cold Storage, E-bike, Egg incubator 'Nilankhantra' using kerosene oil, Machineries for pottery kiln, Manually operated Treadle Pump, Mobile Subjee Cooler, Solar LED blinking light "Peek Rakshak", Himalayan rocket stove, Hydraulic Ram Pump, Improved Chulha/ Meghalaya Chulha, Low Cost Cold Storage (zero energy cool chamber), Micro Hydro Power (MHP), Bio- Digester System (Systema-8)</p>	
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Technical Specifications:

1) Web Ready HD:

- Standard outputs for websites such as YouTube and Vimeo are.mp4, mov, avi, wmv, flv.
- Output with appropriate resolution for posting on social media – FB and Twitter
- Output with appropriate resolution for dissemination via WhatsApp and other messengers
- Ratio: 1280x720 or 1920x1080 for high definition, 720p

2) For Projection:

- **Aspect Ratio:** Widescreen 16:9
- **Resolution:** 1920x1080 29.97/30/59.97/60p
- **File Type:** .MP4 or.MOV are preferred, however any format should be supported (AVI, MPG, MXF & WMV)

3) For Stock Photographs:

- **Format:** JPG (must include captions containing name of subject, location (Village, block, district and activity)
- **Resolution:** 300-355 dpi
- **Camera:** Full frame

Duration of the Assignment:

The assignment is expected to be executed between **1st March to 31th October 2024**, the dates for the on-location shoot will be decided in consultation with SCSTE, Meghalaya

Team Composition and Qualification Requirements for the Key Experts

SCSTE will assess the demonstrated experience and capacity of interested consulting Agency applying for this assignment. The assignment requires a firm with experience in engagement with rural and indigenous communities, with specific focus on low income, low literacy groups, and with experience of working in the public sector in the field of Communication Strategy Development for Indigenous People, Rural Development, Communities, Stakeholders and supporting similar projects of the government.

The selected Agency will be expected to deploy sufficient amount of manpower required to successfully deliver the tasks to meet the objectives of the assignment. An indicative manpower requirement for the assignment duration of the assignment must include Key Experts of suitable qualifications and experience for the key positions as tabulated below indicating the minimum qualifications and indicative, desired experience of Key Experts.

Position	Desired Qualifications and Minimum Experience	Estimated Staff Months
<p>Key - Expert; K - 1</p> <p><i>Designation:</i> Team Leader and Single Point of Contact</p> <p><i>Number:</i> 1</p>	<p><i>Desired Experience:</i> Minimum 8 years in the field as Creative Director and production head.</p> <p><i>Minimum Education:</i> Bachelors or Masters in Film and TV Productions</p> <p><i>Specialization:</i> Creative Direction, Production Management and Post Production Supervision</p>	<p>1 month</p>
<p>Key Expert; K - 2</p> <p><i>Designation:</i> Director of Photography</p> <p><i>Number:</i> 1</p>	<p><i>Desired Experience:</i> Minimum 5 years'</p> <p><i>Minimum Education:</i> Bachelors or Master's in Film Studies.</p> <p><i>Specialization:</i> Acquisition of visuals with sound knowledge in camera techniques and camera gear.</p>	<p>1 Month</p>
<p>Key Expert; K - 3</p> <p><i>Designation:</i> Editor</p> <p><i>Number:</i> 1</p>	<p><i>Desired Experience:</i> Minimum 4 years in usage of Non-Linear Editing Software's and knowledge of film editing techniques.</p> <p><i>Minimum Education:</i> Bachelors or Master's in Film Studies.</p> <p><i>Specialization:</i> Sound knowledge in various AV editing techniques and optimizing timelines for efficient post production management with timely delivery of video edits</p>	<p>3.5 Months</p>

Position	Desired Qualifications and Minimum Experience	Estimated Staff Months
<p>Key Expert; K - 4</p> <p><i>Designation:</i> Sound Recordist</p> <p><i>Number:</i> 1</p>	<p><i>Desired Experience:</i> Minimum 4 years in Live Sound Recording for Film and TV Productions.</p> <p><i>Minimum Education:</i> Diploma or Bachelor's Degree in Audio Production for Film and TV.</p> <p><i>Specialization:</i> Sound knowledge of sync sound recording and techniques pertaining to sound acquisition</p>	<p>1.5 Month</p>
<p>Key Expert; K - 5</p> <p><i>Designation:</i> Light technician</p> <p><i>Number:</i> 1</p>	<p><i>Desired Experience:</i> Minimum 3 years' experience in film lighting</p> <p><i>Minimum Education:</i> Bachelors or Master's in Electronic Media</p> <p><i>Specialization:</i> Sound knowledge of lighting gear, accessories and techniques utilized in Film and TV Productions.</p>	<p>1 Month</p>

Ownership

All material (Films and Photographs) including the unedited raw files shall be property of SCSTE. The agency shall provide open editable files of the final films produced.

Client's Input and Counterpart Personnel including Data and Facilities to be Provided by the Client

Services, Facilities and Property to be made available by the Client to the Consultant is as below:

- Office space to the Agency upon request addressed to the designated Point of Contact
- Conference hall/meeting rooms as may be required during the course of the assignment for the purpose of making a presentation, submission of reports, workshops, brainstorming sessions and meetings
- Necessary project documents under its control and copyright for use and reference of the Agency to facilitate execution of the assignment.
- Project Personnel of the State and Districts shall provide necessary inputs to the Agency throughout the duration of the assignment.

REPORTING ARRANGEMENTS:

The film-maker will report to the Nodal person assigned by SCSTE, Meghalaya

REVIEW COMMITTEE:

A Review Committee comprising the following members will be constituted to review the progress on the milestones as per the payment schedule above and the drafts and final outputs of the assignments:

1. Member Secretary, SCSTE, Meghalaya
2. Manager- Knowledge Management, SCSTE, Meghalaya
3. Representative Official of SCSTE, Meghalaya
4. Any other member as co-opted by the committee

5. Instruction to the Agencies/firms

5.1 Procedure for Submission of Proposals

Technical Proposal (Envelope 1): The documents comprising of the pre-qualification documents and technical documents need to be enclosed in a separate envelope which is properly sealed and inscribed as **“Technical Proposal for Hiring of Agency/Firm for Videographic Documentation of Projects/Activities Under The State Council of Science Technology & Environment, Meghalaya”**

Financial Proposal (Envelope 2): The documents comprising of the financial Proposal need to be enclosed in a separate envelope which is properly sealed and inscribed as **“Financial Proposal for Hiring of Agency/Firm for Videographic Documentation of Projects/Activities Under the State Council of Science Technology & Environment, Meghalaya”** *Do not open before date and time of opening of financial Proposal*

Main Envelope: The technical envelope (**envelope 1**) and financial envelope (**envelope 2**) should be put into a single envelope which is properly sealed and marked as **“Proposal for Hiring of Agency/Firm for Videographic Documentation of Projects/Activities Under the**

State Council of Science Technology & Environment, Meghalaya” - Do not open before date and time of opening of technical Proposal

The proposal should be submitted to:

**State Council of Science, Technology & Environment Meghalaya
Meghalaya State Housing Financing Cooperatives Society Ltd., Nongrim Hills
Behind Bethany Hospital,
Shillong-793003**

5.2 Authentication of Proposal

The response proposal shall be signed by the bidder or a person or persons duly authorized to bind the agency/firm to the contract. A letter of authorization shall be supported by a written Power-of-Attorney accompanying the Proposal. All pages of the Proposal, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the Proposal.

5.3 Validation of interlineations in Proposal

The Proposal shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the agency/firm, in which case such corrections shall be initialed by the person or persons signing the Proposal.

5.4 Cost of Bidding

The agency/firm shall bear all costs associated with the preparation and submission of its proposal including cost of presentation for the purposes of clarification of the proposal, if so desired by the SCSTE. The SCSTE will in no case be responsible or liable for those costs, regardless of the outcome of the tendering process.

5.5 Language of Proposals

The Proposals prepared by the agency/firm and all correspondence and documents relating to the Proposals exchanged by the agency/firm and SCSTE, shall be written in English language. Any printed literature furnished by the bidder may be written in another language so long the same is accompanied by a duly attested English translation in which case, for purposes of interpretation of the bid, the English translation shall govern

5.6 Documents Comprising the Proposals

The Proposal prepared by the agency/firm shall comprise the following components. The Proposals not conforming to the requirements shall be summarily rejected

Pre-Qualification Proposal

In support of eligibility, agency/firm must submit the following documents (besides the other requirements in Section 3.1), original copies or attested copies, as the case may be, in the absence of which the bid will be rejected.

- Section 7 – Format 1: Pre-qualification Proposal Letter
- Section 7 – Format 2: General information about the Agency/Firm
- Section 7 – Format 3: Declaration regarding Clean Track Record
All required document for eligibility criteria mentioned at Section 3.1

Technical Proposal

The Technical Bid, besides the other requirements of the Tender, shall comprise the following:

- Section 8 – Format 1: Technical Proposal Letter
- Section 8 – Format 2: Deviations from the Tender Terms & Conditions
- Section 8 – Format 3: Project Experience Details
All necessary data sheets and any other documents

Financial Proposal

The Financial Proposal, besides the other requirements of the Tender, shall comprise the following:

- Filled Bill of Quantity with price quotation – Section 9 - Format for Response to Tender:
Financial Proposals

5.7 Proposal Prices

The Bidder shall prepare the proposal based on details provided in the tender document. It must be clearly understood that the terms of references is intended to give the bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the SCSTE. The bidder shall carry out all the tasks in accordance & due diligence and it shall be the responsibility of the bidder to fully meet all the requirements of the tender document.

5.8 Firm Prices

Prices quoted in the proposal must be firm and final and shall not be subject to any upward modifications on any account whatsoever. However, the SCSTE reserves the right to negotiate the prices quoted in the proposal to effect downward modification.

5.9 Proposal Currency

Prices shall be quoted in Indian Rupees (INR)

5.10 Performance Security

The successful agency/firm should submit 3% of the contract value as a performance security valid for a period of 8 months.

5.11 Proposal Validity Period

Period of validity of Proposals shall remain valid for 120 days after the date of opening of Proposals prescribed by the SCSTE. A Proposal valid for a shorter period may be rejected as non-responsive. However, the prices finalized after opening the tenders shall not increase throughout the period of implementation and operation. The prices of components quoted in the Financial Proposal by the agency/firm shall remain valid for the project period. Extension of period of validity in exceptional circumstances, SCSTE may request the agency/firm for an extension of the period of validity. The request and the responses thereto shall be made in writing.

5.12 Opening of Proposals

As specified in Section 2.3 of the RFP document

5.13 Evaluation of Technical Proposal and Commercial Proposal

- A two-stage procedure will be adopted for evaluation of Proposals, with the technical evaluation at first stage and financial evaluation at second stage
- Technical Proposals will be evaluated as per technical Proposal evaluation criteria and a technical score will be given to the technically qualified agencies/firms
- The commercial Proposals of only the technically qualified Agencies/firms will be opened and evaluated as per specified criteria
- Conditional Proposals are liable to be rejected

The evaluation process of the Tender, proposed to be adopted by SCSTE is indicated under the clauses 5.14 - 5.18. The purpose of these clauses is only to provide the agencies/firms an idea of the evaluation process that SCSTE may adopt. However, SCSTE reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever and without any requirement of intimating the Agencies/firms of any such change.

5.14 Evaluation of Proposals

The Agency shall be selected through a Least Cost Bidding (LCB) process. A two-stage selection process will be adopted in evaluating the proposals. In the first stage, a technical evaluation will be carried out. In the second stage, a financial evaluation will be carried out of only the technically qualified bidders. The L1 (lowest financial quote) agency shall be selected while the L2 agency will be kept in reserve

5.15 Evaluation of Technical Proposal

Technical Proposal will be evaluated on the basis of parameters mentioned above. Only those Applicants whose Technical Proposals score 70 marks or more out of 100 marks shall qualify for further consideration of financial evaluation

5.16 Evaluation of Financial Proposals

On opening the financial bids, the Evaluation Committee shall read out the financial bids to all the technically qualified bidders and note the same. All the financial bids shall then be ranked according to the financial bid in increasing order with the bidder quoting the least amount ranked L1, bidder quoting next higher figure as L2 and so on. In case there is any tie in financial bids of one or more bidders, the bidder having the higher technical score will be given better ranking. In case the technical scores are also equal, all the technically qualified bidders shall be asked to resubmit the financial bid. However, in this case, the revised financial bids should be less than the lowest financial bid quoted earlier by the technically qualified bidders. L1 will be declared as successful bidder and his offer will be processed further.

5.17 Rectification of Errors

Arithmetical errors in the Financial Proposal will be rectified on the following basis.

- 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 shall prevail and will be considered for future calculations.
- If there is a discrepancy between words and figures, the amount in words shall prevail.

Note: In any other case of discrepancy, SCSTE reserves the right to pick the value which it considers as beneficial to the Government.

5.18 Contacting the SCSTE

Contact by Writing: No Bidder shall contact SCSTE on any matter relating to its Proposal, from the time of Proposal opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of SCSTE, it should be done in writing.

Rejection of Proposal: Any effort by a Bidder to influence the SCSTE in its decisions on Proposal evaluation, Proposal comparison or contract award may result in rejection of the Bidder's Bid.

5.19 Rejection Criteria

Besides other conditions and terms highlighted in the tender document, Proposals may be rejected under following circumstances:

Pre- Qualification Rejection Criteria:

- Proposals submitted without or with improper EMD
- Proposals which do not conform to unconditional validity of the Proposal as prescribed in the Tender.
- Pre-Qualification Proposal containing commercial details
- If the information provided by the bidder is found to be incorrect / misleading at any stage / time during the tendering process.
- Any effort on the part of a bidder to influence the bid evaluation, bid comparison or contract award decisions.
- Proposals received by SCSTE after the last date prescribed for receipt of Proposals
- Proposals without signature of person (s) duly authorized on required pages of the bid
- Proposals without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- Failure to furnish proofs for information provided.

Technical Rejection Criteria:

- Technical bid containing commercial details.
- Revelation of prices in any form or by any reason before opening the commercial bid
- Failure to furnish all information required by the RFP document or submission of a bid not substantially responsive to the tender document in every respect
- Failure to furnish proofs for information provided
- Agencies/firms not quoting for the complete scope of work as indicated in the tender documents, addendum (if any) and any subsequent information given to the bidder.
- Agencies/firms not complying with the technical and general terms and conditions as stated in the RFP Document other than the deviations
- The bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the scope of work of this tender
- If the bid does not confirm to the timelines indicated in the bid

Commercial Rejection Criteria:

- Incomplete price bid
- Price Proposals that do not conform to the tender's price bid format
- Total price quoted by the bidder does not include all statutory taxes and levies applicable.

5.20 Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. SCSTE will not take any responsibility towards this. However, SCSTE may provide necessary assistance, wherever possible, in this regard.

5.21 Income Tax Liability

The Bidder will have to bear all Income Tax liability both corporate and personal tax.

5.22 GST Liability

The Bidder will have to bear all GST.

6. General Conditions of Contract

1.12 Ownership of Equipment

The SCSTE shall own all the equipment, Licenses and any solution supplied by the Bidder arising out of or in connection with this Contract.

1.13 Payment

The fee amount will be equal to the amount specified in format for Tender Response - Commercial Bid

1.14 Delivery Schedule

The timelines are given below:

Sl.no	Deliverables	Timeline	
1	Orientation (general for long & short films)	T + 1 day	1month, 1weeks
2	Planning (general for long & short films)	T + 3 days	
3	Story board for long film	T + 3 days	
4	Story board for short films	T + 4weeks	
	On location shoot (long film)	T + 1 week	2 months, 2 weeks
	On location Shoot (short film)		
	(i). Khasi & Ribhoi	T + 4 weeks	
	(ii). Jaintia	T + 2 weeks	
	(iii). Garo	T + 3 weeks	4 months, 1weeks
6	First cut of 1documentary film (8-10 minutes duration)	T + 2 weeks	
7	First Cut of shorter versions of each main films (2 minutes)	T + 8 weeks	
8	Final Cut of 1no documentary film (8-10 minutes) & shorter films (2 minutes) and submission of at least 50 photographs and open editable files of all the final films produced	T + 7 weeks	8months
		Total	

*T= Date of issue of Work Order

1.15 Payment Terms

Payments shall be released subject to acceptance of deliverable by the client as per the following terms:

- 10% on signing of contract
 - 15% on submission of storyboard of main films (1no)
 - 25% on submission and approval of main films (1no)
 - 25% on submission of short films and photographs
 - 25 % on submission on submission and completion of above work
- a) Payment will be made to successful bidder as per above mentioned schedule
 - b) Penalty as per the RFP terms and conditions will be calculated and adjusted from the bill.
 - c) All payments to successful bidder will be made subject to deduction of TDS (Tax deduction at Source) as per the income Tax Act, 1961, applicable penalty and other taxes, if any, as per Government of India rules.
 - d) If there is any deficiency in the performance of contractual obligations on the part of the Bidder, the Bidder shall be liable for imposition of appropriate penalties as specified in the RFP and SCSTE shall be entitled to deduct such penalties at source while making payment to the Bidder for the services provided as mentioned & forfeit the guarantee submitted (if required)

1.16 Penalty

- a) Failure to execute the entire contract within the project period from the date of signing of the contract will attract a penalty of 1% per 15 days (0.5% per week), on the full value of the contract up to a maximum of 10%. Delays beyond that period will be viewed as violation of the contract terms and will be dealt accordingly.
- b) The response time for attending the complaint raised by SCSTE has to be within 48 hours and resolution time for the same has to be within the next 48 hours. Failure to comply with the above timeline will attract a penalty of Rs.1000/- per day.
- c) Any delay on the part of SCSTE should be intimated and sorted out immediately without affecting the progress of works

1.17 Force Majeure

Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. SCSTE will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the bidder in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due

to the above-mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

7. Format for Response to the Tender: Pre-Qualification Proposal

This section provides the outline, content and the formats that the Agencies/firms are required to follow in the preparation of the Pre-Qualification Proposal.

Format 1 – Pre-Qualification Proposal Letter

To

.....,

.....,

.....,

Subject: Hiring of Agency/Firm for Videographic Documentation of Projects/Activities Under the State Council of Science, Technology & Environment, Meghalaya

Reference: RFP No: <RFP REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir,

We, the undersigned Agencies/firms, having read and examined in detail all the Tender documents, do hereby propose to provide the services as specified in the Tender document number <RFP REFERENCE NUMBER> Dated <DD/MM/YYYY> along with the following:

1. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in Annexure II of Section 10.

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

We understand that our Proposal is binding on us and that you are not bound to accept a Proposal you receive.

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

Format 2 - General Information about the Agency/Firm

Details of the Agency/Firm (Company)				
1	Name of the Agency/Firm			
2	Address of the Agency/Firm			
3	Status of the Company (Public Ltd/ Pvt. Ltd)			
4	Details of Incorporation of the Company		Date:	
			Ref. #	
5	Details of Commencement of Business		Date:	
			Ref. #	
6	Valid Goods and Service Tax (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. (with STD Code)			
10	E-Mail of the contact person:			
11	Fax No. (with STD Code)			
12	Website			
13	Financial Details (as per audited Balance Sheets) (in crore)			
14	Year	2020-2021	2021-2022	2022-2023
15	Net Worth			
16	Turn Over in INR			

Format 3 - Declaration Regarding Clean Track Record

To

.....,

.....,

.....,

.....,

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No.] regarding Engagement of an Agency/Firm for Videographic Documentation of Projects/Activities under The State Council of Science, Technology & Environment, Meghalaya. I hereby declare that my company has not been debarred/black listed by any Government/Semi-Government organizations in India. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal Date:

Business Address:

8 Format for Response to Tender: Technical Proposal

Format 1 – Technical Proposal Letter

To

.....,
.....,
.....,
.....,

Subject: Engagement of an Agency/Firm for Videographic Documentation of Projects/Activities Under the State Council of Science, Technology & Environment, Meghalaya

Reference: RFP No:<RFP Reference Number>Dated <dd/mm/yyyy>

Sir,

We, the undersigned Agency/Firm, having read and examined in detail all the Tender documents do hereby propose to provide the services as specified in the Tender document number <Tender Reference Number>Dated <dd/mm/yyyy>along with the following:

1. Earnest Money Deposit (EMD)

We have submitted EMD for the sum of Rs...../- (Rupees only). This EMD is liable to be forfeited in accordance with the provisions of RFP.

2. Deviations

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations, assumptions and deviations, all of which have been detailed out exhaustively in the following statements, irrespective of whatever has been stated to the contrary anywhere else in our Tender:

- Statement of Deviations from Tender Terms and Conditions is as specified in General Terms and Conditions

Further, we agree that additional conditions or assumptions, if any, found in the Tender documents other than those stated in deviation schedule shall not be given effect to.

3. Contract Performance Guarantee Bond

We hereby declare that in case the contract is awarded to us, we shall submit the Contract Performance Guarantee Bond in the form prescribed in the RFP.

4. Proposal Validity Period

We agree to abide by this Bid for a period of 120 days after the date fixed for Proposal opening or for any further period for which Proposal validity has been extended and it shall remain binding upon us and Proposal may be accepted at any time before the expiration of that period.

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

We understand that our Proposal is binding on us and that you are not bound to accept a Proposal you receive.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal Date:

Business Address:

Format 2 - Project Experience Details

Sl. No.	Item	Details
General Information		
1	Customer Name/Government Department	
2	Name of the Contact Person and Contact details for the project	
Brief description of scope of project		
Size of the project		
3	Contract Value of the project (in crore)	
4	Capital Expenditure involved (by the govt./ client)	
5	Total cost of the services provided (by the Bidder)	
6	Please provide copies of Work Order or Certificate of Completion.	
Project Details		
8	Name of the project	
9	Start Date and End Date	
10	Current Status (work in progress, completed)	
11	Contract Tenure	
12	No. of locations	
13	Man-month effort involved	
14	Type of Project	
15	Solution architecture deployed & core Components	
16	Scope	
17	Any other necessary information	

9. Financial Proposal: Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided below:

Form FIN-1 - Financial Proposal Form

Form FIN-2 - Breakdown of Costs

Form FIN-3 - Breakdown of Remuneration

Form FIN - 1 FINANCIAL PROPOSAL SUBMISSION FORM

Date

To: [Name and address of Client]

Subject: Hiring of agency/firms for videography services for the State Council of Science, Technology & Environment, Meghalaya.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)}{Insert amount(s) in words and figures}, [Insert "including" or "excluding"] of all indirect local. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}. Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
----------------------------	---------------------	-----------------------------------

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

We understand you are not bound to accept any Proposal you receive.

We remain, Yours

sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2

Item	BREAKDOWN OF COSTS
Cost of the Financial Proposal	
(1) Remuneration	
(2) Reimbursable	
Total Cost of the Financial Proposal:	
Indirect Local Tax Estimates - to be discussed and finalized at the negotiations if the Contract is awarded	
(i) <i>{insert type of tax: e.g., GST tax}</i>	
(ii) <i>{insert type of tax}</i>	
Total Estimate for Indirect Local Tax:	

Footnote: Payments will be made in the currency (ies) expressed above.

FORM FIN - 3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration					
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{in INR}
—	Key Experts				
K-1			[Home]		
			[Field]		
K-2					
K-3					
K-4					
K-5					
—	Non-Key Experts				
N-1			[Home]		
N-2			[Field]		
	Total Costs				

Annexure

10. Annexure - I: Bidding Document Acknowledgement Form

To

Dated:

.....,
.....,
.....,
.....,

Dear Sir,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of Annexure (along with their Appendices) enclosed to the "Invitation for Bid" pertaining to providing of _____ services against tender no..... .

We have noted that the closing date for the receipt of the tender by the SCSTE is _____ at <> hrs. (IST) and opening at <> hrs. (IST) on the same day.

We guarantee that the contents of the above said Bidding Documents will be kept confidential within our organization and text of the said documents shall remain the property of the SCSTE and that the said documents are to be used only for the purpose intended by the SCSTE.

Our address for further correspondence on this tender will be as under:

Tel. No:

Fax. no: Telephone no:

Personal attention of:

(if required)

Yours faithfully,

(Bidder)

Note: This form should be returned along with offer duly signed

10.1 Annexure - II: Proforma of Bank Guarantee towards Performance Security
PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____

Dated _____

To

.....,
.....,
.....,
.....,

Dear Sir,

1. In consideration of The State Council of Science, Technology & Environment, Meghalaya (SCSTE), having its office at Meghalaya State Housing Financing Cooperatives Society Ltd., Nongrim Hills Behind Bethany Hospital, Shillong-793003 (hereinafter referred to as 'SCSTE', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) after receipt of the work order dated with M/s _____ having its _____ registered/head office at _____ (Hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and SCSTE having agreed that the CONTRACTOR shall furnish to SCSTE a performance guarantee for Indian Rupees.....for the faithful performance of the entire CONTRACT.
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of _____ Indian Rupees. (in figures) _____ (Indian Rupees (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by SCSTE on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by SCSTE in writing.

This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that SCSTE at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that SCSTE may have in relation to the CONTRACTOR's liabilities.
4. The Bank further agrees that SCSTE shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time-to-time exercise of any of the powers vested in SCSTE against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of SCSTE or any indulgence by SCSTE to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of SCSTE under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till SCSTE discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of SCSTE or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rupees (in figures) (Indian Rupees (in words)) and our guarantee shall remain in force until . (Indicate the date of expiry of bank guarantee) Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of SCSTE under this Guarantee will cease. However, if such a

claim has been received by us within the said date, all the rights of SCSTE under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this.....day of20 at.....

WITNESS NO. 1

(Signature)
Full name and official
Address (in legible letters)

(Signature)
Full name, designation and
address (in legible letters)
with Bank stamp

Attorney as per power of
Attorney No.....

WITNESS NO. 2

Dated.....

(Signature)
Full name and official
Address (in legible letters)