

**INVITATION FOR QUOTATIONS FOR FILMING THE ASSAM INLAND
WATERWAYS TRANSPORT- HISTORY, TRANSITION AND ITS FUTURE**

RFQ NO: IN-IWT-96337-NC-RFB

To

Dear Sirs,

Sub : INVITATION FOR QUOTATIONS FOR FILMING THE ASSAM INLAND
WATERWAYS TRANSPORT- HISTORY, TRANSITION AND ITS FUTURE

1. You are invited to submit your most competitive quotation for the following activities:-

Brief Description of the services	Approximate value of services (Rs.)
Filming the Assam Inland Waterways Transport- History, Transition and its future	20,00,000/- (Twenty Lakh Only)

2. Government of India has applied for financing from the World Bank equivalent to US\$ 120 Million towards the cost of the Assam Inland Water Transport (AIWT) Project and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this invitation for quotations is issued.
3. The AIWT Project in Assam state is being implemented by Assam Inland Water Transport Development Society (AIWTDS), which is an autonomous society registered under the Societies Registration Act.
4. To assist you in the preparation of your quotation, we are enclosing the following :
 - i. Instructions to Quotationers (in two sections).
 - ii. Terms of Reference and Scope of works
 - iii. Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.
5. You are requested to provide your offer latest by 1500 hrs (IST) on 8th Mar'2019.

6. Quotations will be opened in the presence of Quotationers or their representatives who choose to attend at 1630 hrs (IST) on 8th March'2019 in the office of AIWTDS.
7. We look forward to receiving your quotations and thank you for your interest in this project.

*Rahul Ch Das, ACS
I/c Additional State Project Director
Assam Inland Water Transport Development Society
DIWT Office, Ulubari, Guwahati
Email: dir.iwtds-as@gov.in*

Instructions to Quotationers

SECTION - A

1. Scope of services

The Assam Inland Water Transport Development Society (AIWTDS) (Employer) invites quotations for the services as mentioned in the table given below

Brief Description of the services	Approximate value of services (Rs.)
Filming the Assam Inland Waterways Transport-History, Transition and its future	20,00,000/- (Twenty Lakh Only)

The successful Quotationer will be expected to complete the services as specified in Section

C: Terms of Reference, Clause 6 – Deliverable schedule.

2. **Qualification of the Quotationer:** The Quotationer , essentially a Films Production Firm shall provide qualification information which shall include:-

- a) Average annual fees received from Film making services for the last 3 preceding years (Financial Year 2017-18, 2016-17, 2015-16): Rs. 16,00,000/-. Copy of Accounts for last 3 years; and
- b) Details of any litigation, current or during the last 3 years in which the Quotationer is involved, the parties concerned, and disputed amount in each case.
- c) The quotationer needs to have produced a minimum of 3 full-length documentaries/shorts/feature films for the Govt. of India/ State Govt. / PSU of 20 minutes or more for each, related to forests/wildlife/environment / climate etc. within India worth a minimum of Rs. 16.00 lakhs.

3. To qualify for award of the contract the Quotationer:-

- a) should have satisfactorily completed as an Film maker service - at least two similar project of value not less than Rs. 16,00,000 in the last three years;

Details of the film making executed by the firm should be furnished along with the Experience certificates/Client certificate.

For this purpose, “Similar project” means “Films making or any similar assignment.”

4. Bid Price

- a) The contract shall be for the whole of the services as mentioned in the Terms of reference. Corrections, if any, shall be made by crossing out, initialing, dating and re writing.
- b) All duties, taxes, charges and other levies payable by the Quotationer under the contract shall be included in the total price.
- c) The rates quoted by the Quotationer shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) The rates should be quoted in Indian Rupees only.

5. Submission of Quotations

- 5.1** The Quotationer is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the quotation.
- 5.2** Each Quotationer shall submit only one quotation. Quotationers shall not contact other Quotationers on matters relating to this quotation.
- 5.3** The quotation submitted by the Quotationer shall comprise the following :-
 - (a) Quotation in the format given in **Section B**.
 - (b) Signed Terms of Reference given in **Section C**; and
 - (c) Qualification information form given in Section B duly completed.
 - (d) Curriculum Vitae (CV) form given in Section B of key personnel as mentioned in Terms of Reference.
- 5.4** The Quotationer shall seal the quotation in an envelope addressed to the Additional State Project Director, Assam Inland Water Transport Development Society, DIWT Office, Ulubari, Guwahati (Purchaser). The envelope will also bear the following identification:-
 - Quotation for Filming the Assam Inland Waterways Transport- History, Transition and its future

- Do not open before 8th March'2019.

5.5 Quotations must be received in the office of the AIWTDS (Employer) not later than the time and date given in the letter of invitation. If the specified date is declared a holiday, quotations shall be received upto the appointed time on the next working day.

5.6 Any quotation received by the AIWTDS (Employer) after the deadline for submission of quotations will be rejected and returned unopened to the Quotationer.

6. Validity of Quotation

Quotation shall remain valid for a period not less than 120 days after the deadline date specified for submission.

7. Opening of Quotations

Quotations will be opened in the presence of Quotationers or their representatives who choose to attend on the date and time and at the place specified in the letter of invitation.

8. Information relating to evaluation of quotations and recommendations for the award of contract shall not be disclosed to Quotationers or any other persons not officially concerned with the process until the award to the successful Quotationer is announced.

9. Evaluation of Quotations

The Employer will evaluate and compare the quotations determined to be substantially responsive i.e. which

- (a) meet the qualification criteria specified in clause 2 & 3 above;
- (b) are properly signed ; and
- (c) conform to the terms of reference, without deviations.

10. Award of contract

The Employer will award the contract to the Quotationer whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

10.1 Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

10.2 The Quotationer whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period.

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SECTION - B

- 1. Format for Qualification Information.**
- 2. Format for Submission of Quotation.**
- 3. Format for Curriculum Vitae (CV)**

QUALIFICATION INFORMATION

1 For Individual Quotationers

1.1 Principal place of business: _____

Power of attorney of signatory of Quotation.

[Attach copy]

1.2 Total value of Film making service performed in the last three years (in Rs. Lakhs)

20 _____

20 _____

20 _____

1.3 Service performed as Film making firm (in the same name) on works of a similar nature over the last three years.

<u>Project Name</u>	<u>Name of Employer</u>	<u>Description of service</u>	<u>Contract No.</u>	<u>Value of contract (Rs.Lakhs)</u>	<u>Date of issue of work order</u>	<u>Stipulated period of completion</u>	<u>Actual date of completion</u>	<u>Remarks explaining reasons for delay and service completed</u>
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Existing commitments and on-going services:

<u>Description of service</u>	<u>Place & State</u>	<u>Contract No. & Date</u>	<u>Value of Contract (Rs. Lakh)</u>	<u>Stipulated period of completion</u>	<u>Value of services* remaining to be completed (Rs. Lakhs)</u>	<u>Anticipated date of completion</u>
(1)	(2)	(3)	(4)	(5)	(6)	(7)

* Enclose a certificate from Employer concerned.

1.4 Proposed subcontracts and firms involved.

Sections of the services	Value of Sub-contract	Sub-contractor (name & address)	Experience in similar service
*	*	*	*
*	*	*	*
*	*	*	*
	*	*	

1.5 Evidence of access to financial resources to meet the requirements of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

1.6 Name, address, and telephone, telex, and fax numbers of the Quotationers' bankers who may provide references if contacted by the Employer.

1.7 Information on litigation history in which the Quotationer is involved.

Other party(ies)	Employer	Cause of dispute	Amount involved	Remarks showing present status

QUOTATION

Description of the services: Filming the Assam Inland Waterways Transport- History, Transition and its future

To :

Subject : Quotation for filming the Assam Inland Waterways Transport- History, Transition and its future

Reference : Letter No.....dated.....from.....

Sir,

We offer to execute the services for the project as described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith at percentage above / below the estimated amount, i.e., for a total Contract Price of –

Name of Work	Estimate	Quoted Rate in Rs.				
		At par	% below	% above	Amount in Figure	Amount in Words
		(which ever is applicable)				
Filming the Assam Inland Waterways Transport- History, Transition and its future	Rs.20,00,000/- (Twenty lakhs Only)	% below% above		

This quotation and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or collusive arrangements with the competitors.

We hereby confirm that this quotation is valid for 120 days as required in Clause 6 of the Instructions to Quotationers.

We have not been debarred/removed from approved lists/(dealings suspended) by the Central/State Governments or by the World Bank.

Yours faithfully,

Authorized Signature : Date: _____

Name & Title of Signatory : _____

Name of Quotationer : _____

Address : _____

****** To be filled in by the Quotationer, together with his particulars and date of submission at the bottom of this Form.

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant/film maker to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's/film maker Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in which the Expert will be involved)	

SECTION - C

1. Terms of Reference

Proposal for Filming the Assam Inland Waterways Transport- History, Transition & its Future

1. Introduction

The Brahmaputra, running through the heart of the state of Assam, provides a vital link for both urban and rural ferry services which are the single most important transport mode for many section of the population, especially rural households in Assam. These ferry services are provided by the Directorate of Inland Waterway Transport Assam, and by country boat operators – typically small independent and informal private businesses. In addition to the 104 ferry service routes designated by the Directorate of IWT, there are numerous routes licensed by the local (village) and district councils. Other users of the river include the Central Inland Water Corporation Limited (a Government of India Undertaking transporting cargo and operating some terminals on the rivers in the Eastern India & North-Eastern India and on the Indo-Bangladesh protocol routes), border security forces, tourist organizations and private operators.

Now, the Government of Assam (GoA) proposes through the World Bank-financed Assam Inland Water Transport Project, to invest an amount of US\$ 120 million in improvement of the quality of Inland Water Transport (IWT) services along with integration of high quality passenger and vehicle ferry services into Assam’s wider transport network system. These investments will no doubt bring economic benefits to the region, with specific interventions contemplated to benefit women and children, other marginalised groups within the local communities, giving them an opportunity for greater participation and their empowerment as users of improved and safer IWT.

2. Need for Evidence Based Good Practice Filming and Knowledge Sharing

Assam, being riverine offers immense scope for development of IWT, which until recently had been neglected in the scheme of transport planning, fund allocation and policy priority. With renewed interest in this sector, a documentary will be used as a tool to raise public awareness of the GoA’s effort on development of IWT sector, in order to strengthen their partnerships, and bring about knowledge sharing and reapplication of experience. The documentary will also be used as an advocacy tool for promoting sustainable IWT transit and economic activities, including trade and commerce through IWT in Assam.

So, services are invited to produce a documentary film that captures the a) historical journey of the inland waterways transport in Assam, b) challenges that persist in ferry services and water navigation systems in the state, c) reliance of the rural and urban community on these systems, and d) potential impact of the World Bank project in Assam, which will be enumerated through historical evidence and empirical data,

interviews with field experts and by highlighting stories of beneficiaries across the entire spectrum of the project.

3. Objectives

The objective of the film is to provide a historical timeline of the Assam IWT sector and its visionary future; together with capturing its intrinsic value in the lives of the inhabitants from remote rural settings to commercial centres of Assam.

This documentary film will attempt to capture the stories of rural and urban communities who are socially and economically dependent on the AIWT for accessibility and transportation at low-cost. The film will begin by tracing the history and development of the IWT which flourished from 1840s to 1950s, due to increasing trade and growth of the tea industry in Assam. The film will also highlight the challenges associated with the use of poorly equipped IWT fleets and services, including navigational difficulties in the river Brahmaputra. To conclude, the film will showcase the AIWT's future direction in transformation of the quality of its services and its integration into Assam's wider transport system.

The documentary will be developed as a tool for (a) advocacy and awareness generation on IWT and its potential impact on the beneficiaries; (b) peer learning and exchange of knowledge; (c) leveraging network of knowledge institutes/think tanks and partnership development; and (d) to serve as inspirational and motivational material for capacity building.

4. Detailed Scope of Work

The detailed scope of services of the filmmaker would be as follows:

Duration of the Film: The duration of the documentary film will be 20 minutes. At each stage, the film maker will be guided by the AIWTDS and the World Bank in developing the script, accessing locations, shortlisting and contacting the experts/interviewees and in finalising the film.

Language of the Product: The film maker is to develop the documentary and the script in English and Assamese language. Final documentary shall have voice-overs and/or subtitles in relevant language.

Short version: A five minute short version of the documentary is also required to be prepared in English and Assamese.

Secondary Research & Action Plan: The film maker is expected to submit a detailed Action Plan indicating the structure of intended approach taken, technical deployment

required, assistance sought etc. The Plan should be adhered to and modified based on the findings, once approved by the World Bank and AIWTDS.

Copyright: Copyright of the film shall rest with AIWTD Society.

The selected Firm has to indemnify against any damages resulting from violation of any copyright or intellectual property right or any law in force for breach of condition that may form part of the film.

Script Development & Videography pre-production, production and post production:

- *Research:* The film maker will field visit and carry out research to develop the story.
- *Detailed Plan of field visit:* The film maker shall prepare a plan for field visit of the Project Area, in consultation with World Bank and AIWTDS. The plan should include the places of field visit, technical deployment, requisite permissions and assistance sought from AIWTDS.
- *Equipment:* The film maker shall arrange for all necessary equipment and gadgets for uninterrupted video documentation schedule
- *Script Development:* The film maker shall develop script for above stated subject in English & Assamese that is based on the research and agreed story. The documentary shall include (a) interviews with major stakeholders; (b) relevant statistics and graphics; (c) human interest stories of beneficiaries and (d) the future of Assam IWT sector.
- *Music, Voiceover:* Background music, graphics, animations, titles, sub-titles,
- *Finalization of Video Documentation:* World Bank and AIWTDS shall finalize the documentary content after due review of the submitted film. The film maker shall incorporate all suggestions, alterations and comments given by the Bank and AIWTDS, within the timeline as a part of the assignment.

5. Dissemination

Several methods of dissemination will be used; a) short version of the documentary for setting the context, b) uploading the film and the short version onto the websites of AIWTDS, The World Bank, and onto YouTube, c) distribution of film to all the relevant stakeholders d) in seminars and workshops organised by AIWTDS, etc. Additional methods for dissemination will be used as appropriate.

6. Deliverables Schedule

Table 1: Deliverables and Timeline

Deliverables	Timeline
Inception report	Contract signing + 4 weeks
Detailed Story line	Contract signing + 8 weeks

Storyboard and script for the documentary film	Contract signing + 12 weeks
Action Plan and Schedule of shoot with structure of intended approach taken, technical deployment required, assistance sought.	Contract signing + 12 weeks
Draft documentary and short version at the end of the field mission and incorporation of comments	Contract signing + 20 weeks
Final Documentary AV's film which is not more than 20 minutes duration and 5 minutes duration with thumbnails to be uploaded on YouTube (H264 version of the files. A web HD format for YouTube). Obtaining CBFC (Central Board of Film Certification) certificate under "U" category.	Contract signing + 24 weeks
Two master copies of the documentary (English and Assamese) and short version in a High Version of Master videos (Ratio: 1280x720 or 1920x1080 for high definition, 720p) both English and Assamese language. Original shooting footage.	Contract signing + 24 weeks

Table 2: Work Plan

Activities \ Months	1	2	3	4	5	6
Inception report						
Detailed Story line						
Storyboard and script for the documentary film						
Action Plan and Schedule of shoot						
Draft documentary and short version at the end of the field mission and incorporation of comments						
Final Documentary AV's film which is not more than 20 minutes duration and 5 minutes duration with thumbnails to be uploaded on YouTube (H264 version of the files. A web HD format for YouTube).						
Two master copies of the documentary (English and Assamese) and short version in a High Version of Master videos (Ratio:						

<i>1280x720 or 1920x1080 for high definition, 720p)</i> both English and Assamese language. Original shooting footage.						
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All the films to be submitted to the client are to be supplied in 3 copies.

List of Key Professional Positions

The key professional positions and schedule required for the project has been outlined in Table 3.

Table 3: List of Key Professional Positions whose CV and Experience would be evaluated

S. No.	Team Composition	Min. Years of Professional Experience	Minimum Qualification/ Area of Experience	Required Person Months
	Writer	10 years of experience in story writing of which minimum two documentary films are published successfully	Bachelor's degree In English, journalism, communications or relevant field. Strong verbal and written communication and persuasive skills; creativity; web programming and blogging software knowledge	3
	Director	10 years of experience in film direction of which minimum two documentary films are published successfully	Bachelor's degree in Journalism, film, communication, acting, arts management, or a comparable discipline. Should have skills in communication, leadership, management, business, and creativity	4
	Director of photography (cinematographer)	8 years of experience in cinematography of which minimum one documentary film is published successfully	Graduate degrees in cinematography or photography, film production, acting, art or media studies.	3
	Editor	8 years of experience in film editing of which minimum one documentary film is published successfully	Bachelor's degree Journalism, communications, English, or a comparable discipline. Grammar, creativity, communication, and intermediate computer skills; working knowledge of publishing and	2

			communication tools	
	Composer	8 years of experience in film editing of which minimum one documentary film is published successfully	Bachelor's degree/ /master's degree, doctorate in music composition with Patience, musical talent, knowledge of instruments, networking and marketing, singing	2

Section – D

DRAFT CONTRACT FOR SERVICES

**LUMP-SUM PAYMENTS
(IBRD/IDA FINANCED)**

CONTRACT

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *Assam Inland Water Transport Development Society (AIWTDS)* (“the Client”) having its principal place of business at *Third Floor - DIWT Office, Ulubari, Guwahati*, and *[insert film maker’s name]* (“the film maker”) having its principal office located at *[insert film maker’s complete postal address¹]*.

WHEREAS, the Client wishes to have the film maker perform the services hereinafter referred to,

and WHEREAS, the film maker is willing to perform these services, NOW THEREFORE THE

PARTIES hereby agree as follows:

1. Services	<p>(i) The film maker shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).</p> <p>(ii) The film maker shall provide the personnel listed in Annex B, “film maker’s Personnel,” to perform the Services.</p> <p>(iii) The film maker shall submit to the Client the reports in the form and within the time periods specified in Annex C, “film maker’s Reporting Obligations.”</p>												
2. Term	The film maker shall perform the Services during the period commencing <i>[insert starting date]</i> and continuing through <i>[insert completion date]</i> , or any other period as may be subsequently agreed by the parties in writing.												
3. Payment	<p>A. <u>Ceiling</u></p> <p>For Services rendered pursuant to Annex A, the Client shall pay the film maker an amount not to exceed <i>[insert amount]</i>. This amount has been established based on the understanding that it includes all of the film maker's costs and profits as well as any tax obligation that may be imposed on the film maker.</p> <p>B. <u>Schedule of Payments</u></p> <p>The schedule of payments is specified below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">SI</th> <th style="width: 60%;">Activity</th> <th style="width: 35%;">Payment</th> </tr> </thead> <tbody> <tr> <td></td> <td>Inception report</td> <td>Contract signing + 4 weeks: 5 % of Contract Value</td> </tr> <tr> <td></td> <td>Detailed Story line</td> <td>Contract signing + 8 weeks: 5 % of Contract Value</td> </tr> <tr> <td></td> <td>Storyboard and script for the documentary film</td> <td>Contract signing + 12 weeks: 5 % of Contract Value</td> </tr> </tbody> </table>	SI	Activity	Payment		Inception report	Contract signing + 4 weeks: 5 % of Contract Value		Detailed Story line	Contract signing + 8 weeks: 5 % of Contract Value		Storyboard and script for the documentary film	Contract signing + 12 weeks: 5 % of Contract Value
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	Storyboard and script for the documentary film	Contract signing + 12 weeks: 5 % of Contract Value											

	<p>Action Plan and Schedule of shoot with structure of intended approach taken, technical deployment required, assistance sought.</p>	<p>Contract signing + 12 weeks 5 % of Contract Value</p>	
	<p>Draft documentary and short version at the end of the field mission and incorporation of comments</p>	<p>Contract signing + 20 weeks 5 % of Contract Value</p>	
	<p>Final Documentary AV's film which is not more than 20 minutes duration and 5 minutes duration with thumbnails to be uploaded on YouTube (H264 version of the files. A web HD format for YouTube). Obtaining CBFC (Central Board of Film Certification) certificate under "U" category.</p>	<p>Contract signing + 24 weeks 25 % of Contract Value</p>	
	<p>Two master copies of the documentary (English and Assamese) and short version in a High Version of Master videos (Ratio: 1280x720 or 1920x1080 for high definition, 720p) both English and Assamese language. Original shooting footage.</p>	<p>Contract signing + 24 weeks : 50 % of Contract Value</p>	

	<p>C. <u>Payment Conditions</u></p> <p>Payment shall be made in Indian Rupees (<i>INR</i>), no later than 60 days following acceptance of deliverables by client and submission by the film maker of invoices in duplicate to the Coordinator designated in paragraph 4.</p> <p>Payments shall be made to film maker's bank account <i>[insert banking details]</i></p>
4. Project Administration	<p>A. <u>Coordinator.</u></p> <p>The Client designates Mr./Ms. <i>[insert name]</i> as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.</p> <p>B. <u>Reports.</u></p> <p>The reports listed in Annex C, "film maker 's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.</p>
5. Performance Standards	The film maker undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
6. Inspections and Auditing	The film maker shall permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation s determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.
7. Confidentiality	The film maker shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
8. Ownership of Material	Any studies reports or other material, graphic, software or otherwise, prepared by the film maker for the Client under the Contract shall belong to and remain the property of the Client. The film maker may retain a copy of such documents and software. Copyright of the film shall rest with AIWTD Society.
9. Film Maker Not to be Engaged in Certain Activities	The film maker agrees that, during the term of this Contract and after its termination, the film maker and any entity affiliated with the film maker, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project
10. Insurance	The film maker will be responsible for taking out any appropriate insurance coverage.

11. Assignment	The film maker shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
12. Law Governing Contract and Language	The Contract shall be governed by the laws of Republic of India , and the language of the Contract shall be English.
13. Dispute Resolution⁴	Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
14. Corrupt and Fraudulent Practices	The World Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Procurement Guidelines. In further pursuance of this policy, Quotationers shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
15. Termination	<p>The Client may terminate this Contract with at least ten (10) working days prior written notice to the film maker after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:</p> <p>(a) If the film maker does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;</p> <p>(b) If the film maker becomes insolvent or bankrupt;</p> <p>(c) If the film maker, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.</p> <p>(d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p>

FOR THE CLIENT

Signed by _____

Title: _____

FOR THE FILM MAKER Signed

by _____

Title: _____

LIST OF ANNEXES

- Annex A: Terms of Reference and Scope of Services
- Annex B: Film maker's Personnel
- Annex C: Film maker's Reporting Obligations