

Directorate of Film Festivals  
Ministry of Information & Broadcasting  
Sirifort Auditorium Complex, August Kranti Marg  
New Delhi-110049

No. 09/14/2017-FFD

Dated: 11.05.2018

**CORRIGENDUM-I**

**Subject: Engagement of EMA for 1<sup>st</sup> ASEAN INDIA FILM FESTIVAL, to be held from 25<sup>TH</sup> to 30<sup>th</sup> MAY, 2018**

Ref. E-Tender No. 09/14/2017-FFD, published on CPP Portal on 27.04.2018 (also uploaded on DFF's website).

Revised RFP has been uploaded on CPP Portal and on DFF's website after taking into account the suggestions of bidders and the representative of Ministry of External Affairs, after pre-bid meeting held on 08.05.2018.



**Deputy Director (Admn)**

**DIRECTORATE OF FILM FESTIVALS**  
**MINISTRY OF INFORMATION & BROADCASTING**  
**GOVERNMENT OF INDIA**

REQUEST FOR PROPOSAL (RFP) FOR **E-TENDER** FOR EVENT MANAGEMENT  
FOR 1<sup>ST</sup>ASEAN INDIA FILM FESTIVAL, NEW DELHI, 2018 TO BE HELD FROM  
25<sup>TH</sup> to 30<sup>TH</sup> MAY, 2018 IN SIRIFORT AUDITORIUM, NEW DELHI

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## **DISCLAIMER**

This request for RFP is not an offer by Directorate of Film Festivals (DFF), Ministry of Information & Broadcasting, but an invitation to receive responses from eligible interested Event Management Agencies (EMA) for partnering with DFF for carrying out event management activities during the 1st ASEAN INDIA Film Festival which is scheduled to be held in New Delhi from **25<sup>TH</sup> to 30<sup>TH</sup> MAY, 2018**.

No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed between DFF and the bidder concerned.

This RFP is being issued with no financial commitment and DFF reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the same at any stage.

**Schedule for Submission of RFP through E-Tender for Event Management**

<b>Event</b>	<b>Date</b>
Availability of RFP Document at CPP portal and DFF Website	27th April , 2018
Last date and time for submission of completed RFP document	17th, May 2018, 12:00 AM
Opening of Technical Bid, evaluation including presentation and short listing for financial bid	18th May, 2018, 12.30 PM
Opening of Financial Bid	18th May, 2018, 03.00 PM

The RFP document can be downloaded from the website: <http://www.dff.nic.in>. Alternatively, the document can also be obtained in person from **Deputy Director (Admn), Siri Fort Complex, August Kranti Marg New Delhi-110049** on any working day between 1100 to 1200 hours up to **17th May, 2018**.

A pre-bid meeting will be held on **8<sup>th</sup> May at 3:00 PM at Siri Fort Auditorium Complex, August Kranti Marg New Delhi-110049**.

The complete application (response document), containing two hard copies (printed, signed and bound copies) and one soft copy (on a non-rewriteable CD - An MS Word document (compatible with MS Word 2010 or above) or an Adobe Acrobat PDF (compatible with Adobe Acrobat Reader 7.0 or higher)) of the RFP, should be uploaded (As per the details uploaded on the website) super scribed with the title **“Expression of Interest to carry out Event Management Activities for 1st ASEAN INDIA Film Festival”**, before the last date and time at the following address:

**Mrs Indrani Bose,**  
**Deputy Director (Admn.)**  
Directorate of Film Festivals  
Ministry of Information and Broadcasting  
Siri Fort Cultural Complex, August Kranti Marg  
New Delhi- 110049, Telephone 011-26499352

**NOTICE INVITING RFP FOR E-TENDER**

## **REQUEST FOR PROPOSAL (RFP)**

**1st ASEAN INDIA Film Festival**  
**Directorate of Film Festivals**  
**Ministry of Information & Broadcasting**  
**Government of India**  
Film Festival Complex, Siri Fort Auditorium  
August Kranti Marg, New Delhi, 110049

**No. 09/14/2017-FFD**

Expression of Interest to carry out **Event Management Activities** (Opening and Closing Ceremonies / Opening day Dinner/ Red Carpet/ Merchandising etc) for **1st ASEAN INDIA Film Festival**, to be held on 25<sup>th</sup> to 30<sup>th</sup> May, 2018, are invited from experienced and reputed **Event Management Agencies**. Detailed terms and conditions are prescribed in the RFP document, which can be downloaded from the website: HYPERLINK <http://www.dff.nic.in>, alternatively.



The last date and time for **online** submission of completed proposal for **Event Management** as prescribed, **“Techno-Financial Bid for 1st ASEAN INDIA Film Festival”( Event Management)**, is **1200 Hrs.** on **17th May, 2018 through CPP Portal. Technical Bids** would be opened on 18<sup>th</sup> May, at 12.30 PM in the presence of available applicants or their representatives. The proposals will be evaluated in accordance with the pre-qualification and evaluation criteria to shortlist bidders as prescribed in the RFP document for opening of **financial bids** on **18th May, 2018, at 1500 Hrs** at Sirifort Office.

**Deputy Director (Admn)**  
**Directorate of Film Festivals**  
M/o I & B, Govt. of India.  
Siri Fort Cultural Complex, August  
Kranti Marg, New Delhi- 110049  
Telephone 011-26499352

## **DEFINITIONS**

**”Applicant”** means a reputed Indian Event Management Agencies having requisite experience in event management who has applied for the RFP for partnering with Directorate of Film Festivals to carry out event management during the 1<sup>st</sup>ASEAN INDIA Film Festival.

**“Application”** means the RFP submitted by an Applicant in the prescribed format.

**“ASEAN”** is the acronym for an association of ten south East Asian Countries- Indonesia, Malaysia, Philippines, Singapore, Thailand, Brunei, Vietnam, Laos, Myanmar and Cambodia. Additionally India being the host country will be part of the festival.

**“RFP”** means Request for Proposal.

**“EMA”** means the Event Management Agency

**REVISED RFP**  
**Request for Proposal to Carry out Event Management Activities during**  
**1<sup>st</sup>ASEAN INDIA Film Festival 2018**

## **SUMMARY**

This Request for Proposal (RFP) consists of four parts as indicated below:-

- Part I:** The first part consists of the general requirement. It includes procedure and last date and time for submission of offers, opening of bids and other details.
- Part II:** The second part of the RFP incorporates the aspects of technical details describing various aspects like organization of events, Engaging Celebrity Comperes, cultural programmes, red carpet events. The detailed requirements are given at ***Annexure I***.
- Part III:** The third part of RFP consists of the financial aspects, payment terms. It also includes standard contract terms along with special contractual conditions, if any.
- Part IV:** The fourth part defines the criteria for evaluation and acceptance, both in terms of technical and financial contents.

### **Part I**

#### **General Information/Conditions**

## **Introduction:**

**1st ASEAN INDIA Film Festival 2018:**- This 1st ASEAN INDIA Film Festival, 2018 is going to held in Delhi in May, 2018 to strengthen the cultural cooperation between the ASEAN INDIA nations.

2. Film festival from 25<sup>th</sup> to 30<sup>th</sup> May, 2018 at Siri Fort Auditorium, New Delhi. The Auditorium Complex consists four screens equipped with modern digital projections and Dolby Atmosound. The organizers of the festival, with a view to enhance the profile of the festival in terms of content and organization, propose to engage an Event Management Agency of repute for organizing various events connected with the festival.

## **SCOPE OF WORK:**

**A.** Event management of Opening Ceremonies / Opening day Dinner/Director's Dinner/Red Carpet (All 7 days)/ Merchandising and other activities associated with these events, of the **1st ASEAN INDIA Film Festival, 2018**. Broadly, the event management involves, ushering of VIPs, invitees, escorting VVIP's to the opening ceremony venue, dinner venue and return at the festival hotel. Engaging of celebrity compeers, conduct of the programme by a celebrity comperes, a short cultural programme, Designing and supply of Merchandising items on **1st ASEAN INDIA Film Festival, 2018**, producing. Details are given in ***Annexure-I***

The EMA will be required to make the following arrangements:-

- A. Provision of Celebrity **Comperes** – 1 for opening ceremony. Cultural Components for opening functions.
- B. Receiving the VIP's, artists, performers and film personalities at the Air Port, taking them to the designated hotel and ensuring their arrival at venue as per their schedule, taking back to hotel and helping them in their departure. [to be done in close coordination with Hospitality Unit of DFF]
- C. One RSVP unit which will be responsible for distribution of invitations to invitees, seek the convenience of VIP invitees and making seating arrangements in consultation with DFF.
- D. Putting in place an ushering arrangement for all the events like opening day, film screenings, panel discussions, exhibitions, and rehearsal of the opening ceremony.
- E.** Provision of Team Leader with a team who will be controlling the flow of events including backstage arrangements during **opening ceremonies**.



F. Décor & table arrangements for dinner including escorting arrangements.

G. Supply of merchandise items as per details and quantity mentioned in **Annexure-I**

**Note – 1**

a) **While the above requirements have been worked out taking into consideration various events planned so far, EMA should be in a position to cater to any change in requirement and the proposal should be worked out accordingly.**

b) **All the personnel deployed should be well versed with their duties, responsibilities and conversant in Hindi and English. All the personnel deployed should be suitably attired in uniform.**

**Note-2**

a) **EMA will provide the venue décor, backdrops for the functions.**

b) **Venue for the dinners would be finalized by DFF. Vehicles for VIPs/ delegates would be provided by DFF.**

c) **Vehicles will be arranged by EMA for their team.**

d) **Accommodation will be arranged by EMA for their team and for Performing Artist.**

**AMENDMENT OF RFP DOCUMENT:**

4. At any time prior to the deadline for submission of Applications, DFF either on its own or on request of the Applicants may amend the RFP Document by issuing addenda. To give the Applicants reasonable time to take an addendum into account in preparing their Applications, DFF may, at its discretion, extend the deadline for the submission of Applications.

**CLARIFICATIONS TO RFP/ PRE-BID CONFERENCE:**

5. The bidders may seek clarifications in writing regarding the RFP document within one week of issue of RFP. DFF shall respond in writing to any such request for the clarifications and all such clarifications shall be posted on DFF Website (www.dff.nic.in). There shall be a pre-bid conference on 08/05/2018 at DFF office.

**VALIDITY OF RFP RESPONSE:**

6. The RFP response submitted by the applicants shall remain valid for a period of 3 months after the date of RFP response opening prescribed in this document. A RFP response valid for shorter period may be rejected as non-responsive. DFF may solicit applicants' consent to an extension of RFP response validity.

### **EARNEST MONEY DEPOSIT**

7. An EMD of Rs. **Rs.2.5 lakh** in the form of a Demand Draft payable at New Delhi drawn in favor of **PAO (MS), Ministry Of I&B, New Delhi** valid till three months must be submitted on or before 1200 hours on 17th of May, 2018 before opening of Technical bids. In case the same is not furnished by the EMA at the time of the submission of the bid, the tender is liable to be summarily rejected and no further correspondence in this regard shall be entertained. The EMD will be returned to unsuccessful bidders from the date of signing of contract with successful bidder.

### **SUBMISSION OF BIDS**

#### **TECHNICAL & FINANCIAL BIDS**

The EMA will be required to submit the technical bid and the financial bid online through CPP Portal. The EMA will be required to submit the proposal as per the requirement as projected at *Annexure-I*.

Financial Proposal should be submitted as per the format prescribed at *Annexure-II* Leaving out any item will result in disqualification. The amount quoted by a bidder should be inclusive of all taxes and duties. The total amount quoted should cover all the requirements as per this tender document.

8. The EMA shall not change/alter the quality/content of the proposal under any circumstances, once the same has been finally approved by the DFF after the final selection of the EMA. No increase in price on any score shall be entertained.)

9. A set of creative is to be provided by the EMA. This is intended to provide scope for invoking creative capabilities and skills of the EMA and to provide DFF with the best possible options at a reasonable cost. The EMA must give an undertaking to the effect that all the creative designs belong to it and DFF shall not be liable in any manner for copyright infringement. In case DFF selects the creative's submitted by the EMA then the actual execution of the event shall conform to the creative's submitted by EMA and approved by DFF, failing which DFF shall be at liberty to deduct, necessary charges, as deemed fit. The EMA shall be specific, focused and shall bring out the exact plan of action for **1st ASEAN INDIA Film Festival, 2018.**

### **Selection Process:**

10. The Techno-financial bid shall be submitted **online through CPP** Portal latest by 17<sup>th</sup> May, at 1200 Hrs. There would be elimination at the evaluation of the Technical bid. During technical bid opening, the EMAs will be called for creative presentation for duration of 10 minutes each to present their proposals on same day. The creative's will be judged by a committee on event management based on the proposals submitted and the presentation. Only such EMA who qualify technically would be invited for financial bid opening. Appropriate weightage only as per scheme indicated at Part IV of this RFP would be taken into account in arriving at a decision for short listing of the EMA for financial bid opening.

11. There would be elimination at the evaluation of the Technical bid. The proposal would first be examined to ensure whether all items as envisaged in this RFP at the desired numbers have been covered, by a committee. Any shortcoming on this aspect will result in disqualification of a bid. Marks as per weightage given at Part II of RFP would be given for three components (a) Turnover of last three years., (b) Experience in organizing in national and International Events in last three years and (c) Creative Content Presentation and profile key personal. Only such EMA who qualify technically by scoring 70 marks and whose offer fully meets the requirement as envisaged in the RFP in terms of items and numbers would be invited for financial bid opening.

All the rates must be quoted in figures as well as in words without any cutting or overwriting. In case any discrepancy in the rates quoted in figures and words, the rates quoted in words shall be considered as final and authentic. The bids will be opened in front of the bidders who will be present. Evaluation of Financial Bid will be done based on total cost quoted. Contract will be awarded to the bidder in case the bid has been determined as the lowest evaluated bid, economically feasible and responsive subject to approval of the competent authority. Negotiations will be held with qualified and selected bidder. Under no circumstances, the financial negotiations shall result in to increase in the price originally quoted by the bidder. DFF is at liberty reduce any item on *prorata* basis.

12. If the EMA is finally selected, then a contract will have to be executed between the DFF and the selected EMA as per format finalized by DFF The EMA shall not claim any extension in contract as a matter of right.

### **Performance Guarantee**

13. Selected lowest bidder will be required to submit Performance Guarantee to the tune of 10% of the total value of the contract in the form of Bank Guarantee valid for two months beyond the expiry of the contract prior to signing the contract. Failure to provide such guarantee will result in disqualification and the contract will be awarded to the next lowest bidder and the bid security shall be forfeited.

## **Liquidated damages**

14. In the event of the successful bidder's default in maintaining the agreed time frame/ scheduled se of activities as laid down in the contract, DFF shall have the right to cancel the contract at any time and make alternative arrangement at the discretion of DFF, in which case extra expenditure involved, will be recovered from the successful bidder. In the alternative, successful bidder shall be liable to pay liquidated damage @ 1 % per day subject to a maximum of 5% as an agreed pre estimate of the damage suffered.

## **Payment Terms**

15. 30% of the contract value shall be paid as advance against submission of bank guarantee to the equal amount valid for two months beyond the expiry of the contract. Balance 70% shall be paid on successful completion of the contract which will involve the procedure as detailed in the contract.

## **PART II**

### **TECHNICAL BID PROPOSAL**

A. The Technical proposal should clearly demonstrate the EMA's understanding of the requirements of the Event and the Proposal should include the following information in the enclosed Proforma: -

1. Annual turnover for the last three consecutive financial years
2. Experience and list of managing National & International cultural events handled in the last three years.
3. Creative's and Content Plan including proposal for Celebrity comperes, cultural programmes and set designing.

4. Details of Government sponsored events handled/arranged by EMA in Last 03 years

B. All the information shall be submitted in hard copy along with a soft copy on CD. In case of a discrepancy in hard copy and CD, the provisions made in hard copy shall prevail.

C. *ONLY THOSE FIRMS HAVING RS. 15 CR (RUPEES FIFTEEN CRORE ONLY) CULULATIVE TURN OVER FOR LAST THREE CONSECUTIVE YEARS NEED APPLY FAILING WHICH THE FIRMS SHALL BE DISQUALIFIED.*

*The bidder who scores a minimum of 70 marks of the above criteria and who submits the proposal in full compliance with the requirements of the RFP **will be eligible for financial bid.** Any deficiency in terms of any item or in terms of numbers would result in disqualification.*

## **PART III**

### **FINANCIAL BID**

Financial bids will be opened only of the bidders whose proposal is short-listed, after technical evaluation. **The Financial bids must be firm and fixed and should be valid for at least three months from the date of submission of offer.**

2. In preparing the financial bid, the EMA shall take into account the requirements of different events, man power required, equipment requirement, all administrative charges, travels, etc. as per the scope of work detailed at

#### **Annexure I**

3. The costing submitted by the EMA and approved by DFF shall be the upper limit of the expenditure. It shall be up to the EMA to, anticipate and work out the various costing under the given sub-heads. The descriptive items enlisted against each festival programmes are only indicative, and it shall be the duty of the event management agency to visualize and anticipate the extra requirements if any, of the festival like refreshments for the supporting staff, incidental production costs, incidental cost of travel, hospitality, etc. The EMA shall quote the corresponding cost accordingly, as laid down in **Annexure I & II.**

Any subsequent increase or escalation of costs shall have to be borne by the EMA unless the same has been requested and authorized by DFF in writing. No extra items will be added without the written approval of the Festival Director, 1<sup>st</sup>ASEAN INDIA Film Festival. All expenditure pertaining to subsequent meetings for 1<sup>st</sup>ASEAN INDIA Film Festival viz Air fare, transportation, Accommodation & Incidental cost etc to be borne by EMA.

All expenses relating to transportation, accommodation and food & beverages for artists and other performers including Celebrity Comperes, uniform for EMA team should be the responsibility of EMA. No Additional Cost shall be entertained apart from the cost quoted by EMA.

4. The EMA shall submit the detailed cost of each item as per the Performa at **Annexure I** under the respective programmes. The EMA will have to ensure that the cost details are submitted only in the format finalized by the DFF, failing which the financial tenders submitted by it are liable not to be considered without assigning any reasons thereof.

5. The Financial bids will be opened by a committee in front of the bidders who are present. The committee so constituted for this purpose by DFF will decide the lowest bidder (L1).DFF is at liberty reduce any item on *pro rata* basis.

## PART IV

### EVALUATION OF TECHNICAL PROPOSAL

The Event Management Committee constituted by DFF would evaluate the Technical proposal on the basis of the information submitted and using the evaluation criterion and point system specified herein under in these terms & conditions.

### TECHNICAL BID

2. The technical bid will carry total of 100 marks that will be sub-divided in respect of each of the specified parameter as detailed below:

S. No.	Technical bid	Total marks=100
1.	Turnover	10 marks
2.	Experience in managing National and International events in last three year	30 marks
3.	Creative content presentation	10 marks.
4.	Celebrities and Comperes	10marks
5.	Set designing, and Floral Décor, Lighting	10marks
6.	Content etc.	15marks
7.	Infrastructure available, Human Resource and facilities	15marks

### Turnover... 10 marks maximum

The turn-over figures shall be given financial year wise. The turnover means turnover from Event management activities only and as per the figures reflected in the profit/loss account of the EMA. If the turnover includes turnover from items other than EMA activities then, CA's certificate indicating turnover from Event Management Activities will be required. Turnover will be determined only on the basis of documentary proof, which will have to be submitted by the respective EMA, at the time of submission of the tender.

### MARKING SCHEME FOR TURNOVER:-

For Cumulative turnover of Rs. 15 Crore for the past three financial year's i.e. 2014-15, 2015-16 and 2016-17= 3 marks.

Cumulative Turnover above 15 crores but below 20 crores for the past three Years = 3 additional marks

Cumulative Turnover above 20 crores for the past three years = 4 additional marks

The EMA will have to upload a signed statement from a practicing Chartered Accountant which will indicate the turnover for past three financial years 2014-15, 2015-16 and 2016-17 in addition the balance sheet / profit & loss statement for the past three financial years should also be enclosed. In case the EMA fails to submit the documentary proof mentioned above, then the EMA will not be allotted proportionate marks in respect of the unavailable documentary proof for that particular item/criteria.

**Experience: 30 marks** maximum

(In terms of number of national and international events handled) The documentary proof in support of National & International Cultural Events organized/managed in the past three financial years will have to be submitted by the respective EMA, at the time of submission of the e-tender.

**MARKING SCHEME FOR EXPERIENCE**

The EMA will be allotted 4 marks per international event and 2 mark per national event executed by them in the past three years subject to maximum of 30 marks.

**NOTE:**

*In order to avoid confusion regarding national and international events the following clarifications are given: The main **theme** of the event and not its geographic location will be used as a determinant of its national / international nature. National event will be that event which is national in nature and comprises of participants from within the country. International event will be that event which is of the international level and comprises of entries/ participants from at least 05 **(Five) independent countries**. For example any event, like **IFFI, Goa, ASEAN INDIA** that is held in India but comprises of entries from abroad will be termed as an international event, the participants/entries should be directly linked to the main theme of the event. Any event which is national in nature as regards its main theme but has invitations extended to international guests/international invitees will not be considered an International event but as a national event.*

**Creative content: 10 marks** maximum

The creative criteria will be analyzed and judged by a Committee constituted by the DFF. The committee will take into consideration the creative content of the



presentation, the designs, concept of signage's, originality of ideas, Cultural Events and the proposal put forth by the EMA for making 1<sup>st</sup>ASEAN INDIA Film Festival an international event. The creative content will however be restricted to the festival programme as finalized by the DFF only.

The EMA will have to submit soft copy of each item, wherever applicable, as per the Performa submitted in this tender document. In case of non submission of the soft copy of the creative's by the EMA, the proportionate marks for that component will not be allotted.

All the bidders shall make a presentation for duration not more than 15 minutes **after opening of Technical bids** before the committee for better appreciation of the creative contents/comperes proposed by them.

### **QUALIFICATION FOR PRESENTATION & FINANCIAL BID**

Only those bidders who fulfill the requirement mentioned in PART II will qualify for the Presentation before a Committee and who score minimum **70 marks** will qualify and financial bid opening.

\*\*\*\*\*

## Annexure-I

### Scope of Work for 1<sup>st</sup>ASEAN INDIA Film Festival 2018 to be managed by the Event Management agency

#### 1. OPENING CEREMONY

The EMA will organize and execute an Opening Ceremony befitting an 1<sup>st</sup>ASEAN INDIA Film Festival. The proposed venue will be at the **Sirifort Auditorium- II, New Delhi**. In case additional items are required then the same shall be specified and accounted for in the financial quote.

The stage shall be provided with adequate backdrop and design parameters as approved by DFF.

#### Opening Ceremony / Comperes

S. No	Particulars	Cost
1	Comperes for opening	
2.	Décor	As per Annexure A

**Note: The total cost for the above should be inclusive of TLB.**

#### **2. Crowd management and Seating Arrangements**

S.No	Descriptions	Rates Per Unit	No. of days	Total Cost
1.	Signages (Flex on frame mounted)  a) Directional signs outside the complex (4x3 feet dimension)-8 in nos. b) Directional signs inside the complex (2x2.5 feet dimension) – 10 in nos. c) Directional signs for drinking water and toilets (2x2.5feet dimension ) – 10 in nos. d) Gate signs (2x4 dimension) – 3 in nos. e) No Smoking signs – 2 in nos. f) Sirifort Event Maps- 4 in nos.		05 days	
2.	a) Barricades as required from 25 <sup>th</sup> May to			

	30 <sup>th</sup> May, 2018 to ensure free movement to VVIP, VIP and celebrities. b) Queue Mangers inside the Auditorium		05 days	
3.	Bouquets for various events as per requirement given by DFF – 40		During events	
4.	a. 25 <sup>th</sup> May to 30 <sup>th</sup> May, 2018 – 200 nos. and white seat covers equal in number		1 day	
5.	Help Desk for keeping mobile, baggage, etc. at Gate No. 1, 2 & 4 with token as well as manpower		6 days	
6.	Accreditation badges and car passes for VVIPs/Artist/Guests/Officials. (Approx 1000 nos.)			

### 3. Manpower Requirements for 1<sup>st</sup>ASEAN INDIA Film Festival Hospitality

Total cost for the same to be reflected in Annexure – II

<b>Manpower Requirements for ASEAN INDIA Film Festival Hospitality</b>					
<b>Sl.no</b>	<b>Unit</b>	<b>No. of persons</b>	<b>No. of days/Dates</b>	<b>Requirements/Nature of work</b>	<b>Amount</b>
1	Airport Reception	04 persons x 03 Shifts	23 <sup>rd</sup> May To 31 <sup>st</sup> May, 2018	Persons with experience in handling film personalities and International Delegates with command on English Language are preferred.	
2	Hotel Reception	02 persons x 03 Shifts	23 <sup>rd</sup> May To 31 <sup>st</sup> May, 2018	Persons with experience in handling film personalities and International Delegates with command on English Language are preferred.	
3	RSVP team	4 persons from	23 <sup>rd</sup> May To 31 <sup>st</sup> May, 2018	Persons with experience in RSVP  And co-ordinating with senior Govt. officials for various activities are preferred.	
4	Compere	1	05 days	To co-ordinate with media and  the films	
5	Dedicated Escorts	10	23 <sup>rd</sup> May To 31 <sup>st</sup> May, 2018	To escort VVIP/VIP / Film personalities.	

6	Ushers	<p><b>17 Nos.</b> on 25<sup>th</sup> May</p> <p><b>07 Nos.</b> from 26<sup>th</sup> to 31<sup>st</sup> May</p>	23 <sup>rd</sup> May To 31 <sup>st</sup> May, 2018	For opening ceremony/opening film/Dinner seating plan/entrance gate/ stage management/	
7	Team Leaders/Show Producers/Console Operator(should be conversant with managing such functions, familiar with lighting, sound and other technical requirements of event)	Three Members	23 <sup>rd</sup> May To 31 <sup>st</sup> May, 2018		
8	Presentation girls  Opening Function and Rehearsal Day	<p>Total – 08</p> <p>4 Girls on Opening Day</p> <p>4 Girls on Rehearsal Day</p>	24 <sup>th</sup> and 26 <sup>th</sup> May	<p>For opening ceremony film stage management/Rehearsal Day</p> <p><b>(Girls should be same on both the days)</b></p>	
9	Hall Managers	<p>2+2</p> <p>Total 04 number</p>	24 <sup>th</sup> to 25 <sup>th</sup> May, 2018	Opening ceremony and Rehearsal Day	
10	Transport co-ordinators	2 person X 3 shifts	24 <sup>th</sup> to 30 <sup>th</sup> May, 2018	Complete co-ordinations of transport throughout the event.	
11	Bouncers	05 x 2	24 <sup>th</sup> to 30 <sup>th</sup> May, 2018	for escorting the VVIPs	

12	i. Security personnel with supervisors from 20 <sup>th</sup> April to 27 <sup>th</sup> , 2018(to be deployed on as required basis)  ii. Traffic	18  08	25 <sup>th</sup> to 30 <sup>th</sup> May, 2018	For opening Ceremony and dinner entry gates.	
13	Valet Parking	06	25 <sup>th</sup> May  03 nos. at Gate No 1 and 03 nos. at Gate No 4  and  30 <sup>th</sup> May  03 nos. at Gate No 1 and 03 nos. at Gate No 4		
14.	Script Writer	01	For entire events		

#### 4. Equipments:

S.No	Description	No.	No. of Days	Cost
5.	Still photography of all events from 25 <sup>th</sup> to 30 <sup>th</sup> May, 2018 with two still photographers with high end DSLR cameras.	One hardcopy set with album alongwith CD	06	
6.	4HD Videography of all events from 25 <sup>th</sup> to 30 <sup>th</sup> May, 2018 along with two master DVD and Blu Ray copies  Master copy of all events.  Three hours edited copy of each event.  Show reel of 10 minutes.			
7.	Walkie-talkies	As required		

**5. Merchandising:**

Sl. No.	Particulars	Rate per unit	Total Amount
1.	T. Shirts – 1000 nos.		
2.	Caps – 1000 nos.		
3.	Mugs – 500 nos.		
4.	Supply Cotton bag -200 Nos		
5.	Festival Report with photos -50 copies		

**Note:**

1. All the above staff should have thorough knowledge of English and Hindi.
2. Transport, accommodation, food to be borne by EMA
3. All the persons deployed should be tech savvy, equipped with mobile and laptops and the costs shall be borne by the EMA.
4. All the persons deployed should be with proper Govt. ID cards and submit latest photo, address and contact details.
5. All deployed persons should have protocol knowledge.
6. EMA shall be responsible for the safety, security and payments to the staff deployed and DFF shall not be responsible for any financial or such matters directly with the staff deployed.
8. Other Requirements: Seating arrangements, name plates, block signage and provision of properties for stage such as presentation trays, lamp for lighting of lamp event etc.
9. Any change payable to airport towards deployment of person & lounge should be borne by EMA.
10. All the personnel of EMA on duty including person at airport should be in uniform duly displaying ASEAN INDIA logo.

\*\*The event coordinators should be qualified persons to manage the flow of events [cultural components and other activities on stage], interact with the technical personnel who are responsible for sound, lighting and audio visual arrangements and the artists/compeers. The team would be responsible for writing the compere script and operation of teleprompters. The responsibility of the team is also coordination with media persons for coverage of various events.



**Annexure: A**

S.No	Particulars	Cost
1.	STAGE SKIRTING MASKING WITH BLACK & BLUE CLOTH IN LAYERS	
2.	Floral Decoration of the Stage	
3.	Stage - 12.25M X 3.40M.	
4.	SIGNANGES STAND -12nos.	
5.	LIGHTING AS PER REQUIREMENT	
6.	SOUND AS PER REQUIREMENT	

**NOTE:** Stage designs, entrance arch and creative will executed by EMA. The sounds equipment and lights will be required as per EMA's stage decor and sound arrangement.

### ANNEXURE -III

Consolidated summary of costing of various events to be managed and executed by the event management agency.

<b>S. No</b>	<b>Item</b>	<b>PRICE QUOTED</b>
1.	Opening Ceremony and comperes	
2.	Crowd Management and seating arrangements	
3.	Manpower	
4.	Equipments - Technical requirements , stage and venue décor	
5.	Merchandising	
6.	Total cost	
7.	Service tax	
8.	Grand total	

**Note: The above requirements are subject to change as per requirement. Payment shall be made on actual basis.**

A summary of the costing as indicated in row 10 (Grand total) will be taken into consideration for determining the lowest financial bid.

Name:

Designation:

Signature

**ANNEXURE IV**

**ANNUAL TURNOVER FROM EVENT MANAGEMENT RELATED ACTIVITIES**

<b>S. NO</b>	<b>NAME OF THE EMA</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>

**Footnote:**

1. The above statement should be signed by a practicing chartered accountant, by affixing his seal and on his letterhead.
2. The EMA shall also submit the notarized copies of the audit reports and balance sheets (final/provisional) for the corresponding financial years.

**Name:**

**Designation:**

**Signature:**

**ANNEXURE V**

**EXPERIENCE IN RELATED ACTIVITIES**

<b>S. NO</b>	<b>NATIONAL/ INTERNATIONAL EVENT- NAME</b>	<b>DATE</b>	<b>PLACE</b>	<b>SUPPORTING DOCUMENT ENCLOSED</b>

**FOOTNOTE**

1. Fibrate tables may be provided for the national and international events.
2. For the purpose of marking, only those events, managed by the EMA for the past three financial years, will be considered which are supported by documentary evidence like copies of agreements, work orders, letters of intent, completion certificates, etc. The documents should be duly notarized and submitted along with the above proforma.

**Name:**

**Designation:**

**Signature:**

**EARNEST MONEY DEPOSIT**

<b>S. No</b>	<b>Bank Drawn</b>	<b>Value in Rs</b>	<b>DD No.</b>
		<b>2.5lacs</b>	

**Name:**

**Designation:**

**Signature:**

**CONTRACT**

**BETWEEN**

**DIRECTORATE OF FILM FESTIVALS (DFF)  
MINISTRY OF INFORMATION & BROADCASTING**

**AND**

**[NAME OF THE EVENT MANAGEMENT AGENCY]**

**DATED:**

## **I. Form of Contract**

(Text in brackets [ ] should be filled up appropriately; all notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between the President of India acting through (designation), DFF, Ministry of Information & Broadcasting, Government of India, (office address), [name of employer] (hereinafter called the “Employer”), of the First Part and, [name of Event Management Agency] (hereinafter called the “EMA”) of the Second Part.

### **WHEREAS**

(a) the EMA, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated \_\_\_ issued by the Employer ;

(b) the “Employer” has accepted the offer of the EMA to provide the services on the terms and conditions set forth in this Contract.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:

Appendix A: Scope of Works

Appendix B: **costing of various events/ services**

Appendix C: Proforma of daily report / certificate

Appendix D: List of key personnel

Appendix E: List of equipments and list of merchandise items

(Appendix –A is Annexure-I of RFP with costing by L1. Appendix-B is Annexure-II of RFP)

2. The mutual rights and obligations of the “Employer” and the EMA shall be as set forth in the Contract, in particular:

- (a) the EMA shall carry out and complete the Services in accordance with the provisions of the Contract; and
- (b) the “Employer” shall make payments to the EMA in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by -----

In presence of

1. For and on behalf of the President of  
India[name of “Employer”]  
[Authorized representative]

(Witnesses)

- (i)
- (i)

In presence of  
(Witnesses)

2. For and on behalf of [EMA]  
[Authorized Representative]

- (i)
- (ii)

## II. General Conditions of Contract

### 1. GENERAL PROVISIONS

1.1 **Definitions** unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “EMA” means any private or public entity that will provide the Event Management Services to the “Employer” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.
- (f) “GC” means these General Conditions of Contract. (g) “Government” means the Government of India
- (h) “Party” means the “Employer” or the EMA, as the case may be, and “Parties” means both of them.



- (i) "Personnel" means professionals and support staff provided by the EMA or by any Sub-Contractor of EMA and assigned to perform the Services or any part thereof;
- (j) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (k) "Services" means the work to be performed by the EMA pursuant to this Contract, as described in Appendix A hereto.
- (l) "Sub-Contractors" means any person or entity to whom/which the EMA subcontracts any part of the Services.
- (m) "Third Party" means any person or entity other than the "Employer", or the Consultant.
- (n) "In writing" means communicated in written form with proof of receipt.

## 1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the EMA. The EMA, subject to this Contract, has complete charge of Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**1.3 Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

**1.4 Headings:** The headings shall not limit, alter or affect the meaning of this Contract

## 1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

**1.6 Location:** The Services shall be performed at such locations as are specified in **Appendix A hereto** and, where the location of a particular task is not so specified, at such locations, as the "Employer" may approve.

1.7 **Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the EMA may be taken or executed by the officials specified in the SC.

1.8 **Taxes and Duties:** The EMA, Sub-Contractors and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

## 1.9 **Fraud and Corruption**

1.9.1 **Definitions:** It is the Employer’s policy to require that Employers as well as EMA observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

### 1.9.2 **Measures to be taken by the Employer**

(a) The Employer may terminate the contract if it determines at any time that representatives of the EMA were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the EMA having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

(b) The Employer may also sanction against the EMA, including declaring the EMA ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the EMA has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer- financed contract;

## 2. **COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

2.1 **Effectiveness of Contract:** This Contract shall come into force and effect on the date (the “Effective Date”) of the Employer’s notice to the EMA instructing the EMA to begin carrying out the Services. This notice shall confirm that conditions as stipulated in clause 3 of the SC.

2.2 **Commencement of Services:** The EMA shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.3 **Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.7 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4 **Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.5 **Modifications or Variations:** (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

## **2.6 Force Majeure**

2.6.1 **Definition** (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-contractors or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.6.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

**2.6.2 No Breach of Contract:** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract

insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**2.6.3 Measures to be Taken:** (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the EMA, upon instructions by the “Employer”, shall either:

- i) demobilize,; or
- ii) Continue with the Services to the extent possible, in which case the EMA shall continue to be paid proportionately and on *prorata* basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

## **2.7 Termination**

The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.7.

- a) If the EMA fails to remedy a failure in the performance of its obligations hereunder,
- b) If the EMA becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the EMA fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- d) If the EMA, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the EMA submits to the “Employer” a false statement which has a material

effect on the rights, obligations or interests of the “Employer”.

- f) If the EMA fails to provide the quality services as envisaged under this Contract.
- g) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.1. In such an occurrence the “Employer” shall give a not less than five (5) days’ written notice of termination to the EMA.

**2.7.2 Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.7 hereof, or upon expiration of this Contract pursuant to Clause GC 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, and (ii) any right which a Party may have under the Law.

**2.7.3 Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7 hereof, the EMA shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

**2.7.4 Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.7 hereof, the “Employer” shall make the following payments to the Consultant:

(a) If the agreement is terminated, the EMA shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The EMA will be required to pay any such liquidated damages to Employer within 30 days of termination date.

### **3. OBLIGATIONS OF THE EMA**

#### **3.1 General**

**3.1.1 Standard of Performance:** The EMA shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The EMA shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s legitimate interests in any dealings with Sub-Consultants or Third Parties.

**3.2 Confidentiality:** Except with the prior written consent of the “Employer”, the

EMA and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the EMA and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

**3.3 Insurance to be Taken out by the Consultant:** The EMA (i) shall take out and maintain, and shall cause any Sub-contractors to take out and maintain insurance, at their (or the Sub-contractors, as the case may be) own cost, insurance against any risks.

**3.4 Reporting Obligations:** The EMA shall submit to the “Employer” the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix-C.

**3.5 Documents Prepared by the EMA to be the Property of the “Employer”:** All plans, drawings, specifications, designs, reports, other documents and software prepared by the EMA for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the EMA shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The EMA may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the EMA and third parties for purposes of development of any such computer programs, the EMA shall obtain the “Employer’s” prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

#### **4. EMA’s PERSONNEL AND SUB-ONTRACTORS**

**4.1 General:** The EMA shall employ and provide such qualified and experienced Personnel as are required to carry out the Services. Details of key personnel shall be provided as Appendix-D to this contract.

Except as the “Employer” may otherwise agree, no changes shall be made in the key Personnel. If, for any reason beyond the reasonable control of the EMA, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the EMA shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the “Employer” (i) finds that any of the Personnel has committed serious

misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the EMA shall, at the “Employer’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “Employer”. additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

The EMA shall not sub-contract any or part of the work without prior written permission of the Employer.

## **5. OBLIGATIONS OF THE “EMPLOYER”**

**5.1 Assistance and Exemptions:** Unless otherwise specified in the SC, the “Employer” shall use its best efforts to ensure that the Government shall:

- a) Provide the EMA, and Personnel with work permits and such other documents as shall be necessary to enable the EMA or Personnel to perform the Services.
- b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- c) Provide to the EMA and Personnel any such other assistance as may be specified in the SC.

**5.2 Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the EMA for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the EMA in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the EMA under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

**5.3 Payment:** In consideration of the Services performed by the EMA under this Contract, the “Employer” shall make to the EMA such payments and in such manner as is provided by Clause GC 6 of this Contract.

## **6. PAYMENTS TO THE EMA**

### **6.1 Total Cost of the Services**

- a) The total cost of the Services payable is set forth in Appendix-B as per the EMA’s proposal to the Employer and as negotiated thereafter.

b) Except as may be otherwise agreed under Clause GC 2.5 and subject to Clause

GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-B.

c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to Clause 5.2 hereof, the Parties shall agree that additional payments shall be made to the EMA in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 **Currency of Payment:** All payments shall be made in Indian Rupees.

6.3 **Terms of Payment** The payments in respect of the Services shall be made as follows:

- a) **Performance guarantee** - 10% of total value of the Contract in the form of Bank Guarantee valid for two months beyond the expiry of the Contract prior to signing of contract and issue of notice by employer as specified in para 2.1 of GC.
- b) 30% of the total value of the contract shall be paid as advance against production of bank guarantee valid for a period of 2 months for the equal amount.
- c) **Final Payment** : The final payment as specified in SC 7 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the EMA and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory thirty (30) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such thirty (30) day period, gives written notice to the EMA specifying in detail deficiencies in the Services, the final report or final statement. The EMA shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- d) For the purpose of payment under Clause 6.3 (c) above, acceptance means; acceptance of the deliverables by the Employer after submission by the EMA with / without modifications to be communicated in writing by the Employer to the EMA.
- e) If the deliverables submitted by the EMA are not acceptable to the Employer, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the EMA only after it re-submits the Deliverable and which is accepted by the Employer.



- f) All payments under this Contract shall be made to the accounts of the EMA specified in the SC.
- g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the EMA of any obligations hereunder, unless the acceptance has been communicated by the Employer to the EMA in writing.
- h) In case of early termination of the contract, the payment shall be made to the EMA as mentioned here with: A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the EMA in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis.

## **7. FAIRNESS AND GOOD FAITH**

**7.1 Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**7.2 Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

## **8. SETTLEMENT OF DISPUTES**

**8.1 Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

**8.2 Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and

Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

**8.3.** Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

**8.4** The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

## **9. Liquidated Damages**

9.1 The amount of liquidated damages under this Contract shall not exceed [5] % of the total value of the contract.

9.2 The liquidated damages shall be applicable under following circumstances:

In the event of EMA's default in maintaining the agreed time frame / scheduled set of activities as detailed in this Contract, the EMA shall be liable to pay 1% of the total cost of the services for delay of each day or part thereof.

## **10. Miscellaneous provisions:**

- i. "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- iii. The Contractor/EMA shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

- iv. Each member/constituent of the Contractor/Consultant, in case of a consortium,  
Shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- v. The Contractor/EMA shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its Services under the Project.
- vi. The Contractor/EMA shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.
- vii. The Contractor/ EMA shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- viii. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- ix. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

### III. SPECIAL CONDITIONS OF CONTRACT:

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		The addressees are :  Employer Attention: Fax:  EMA Attention: Fax:
		The Authorized Representatives are: For the "Employer": For the EMA:
		Submission of bank Guarantee valid for 2 months beyond the expiry of the Contract of 10% of the value of the Contract as performance guarantee.
4.	2.2	The time period shall be one week from the effective date.
5	2.3	The time period shall be three months from the effective date.
6.	8.3	The Arbitration proceedings shall take place in New Delhi.
		The payment schedule is as follow: 30% of the contract value as advance on production of Bank Guarantee to equal amount valid for a period of two months and Balance 70% on successful completion of the work after certificate to the effect by the Employer.

Binding signature of Employer Signed by \_\_\_\_\_  
(for and on behalf of the President of India)

Binding signature of Contractor Signed by \_\_\_\_\_  
\_\_\_\_\_ (for and on behalf of  
\_\_\_\_\_ duly authorized vide Resolution  
No \_\_\_\_\_ dated \_\_\_\_\_ of the Board of Directors of \_\_\_\_\_ )

In the  
presence  
of(Witnesses  
)



#### **IV. APPENDICES**

Appendix A: Scope of Works

Appendix B: **costing of various events/ services**

Appendix C: Proforma of daily report /

certificate Appendix D: List of key personnel

Appendix E: List of equipments and list of merchandise items

(Appendix -A is Annexure-I of RFP with costing by L1. Appendix-B is Annexure-II of RFP)

**REPORT BY EMA**

**Opening**

S. No.	Item	
1.	Number of manpower giving breakup of celebrity comperes, technicians, artists, ushers, escorts, security Personnel	
2.	Number of invitation issued	
3.	Number of RSVP done including no. of name plates. .	
4.	Details of VIP/ celebrities/ Delegates Escorted.	

**Dinner**

S. No.	Item	
1.	Number of manpower giving breakup of ushers, escorts, security personnel	
2.	Number of invitation issued	
3.	Number of RSVP done including no. of name plates. .	
4.	Details of VIP/ celebrities/ Delegates escorted.	
5.	Details of décor / seating arrangement	

**Daily Red Carpet Events**

S. No.	Item	
1	Details of compere	
2	Details of delegates escorted for Red Carpet Events	

Summary of Events by EMA giving details of activities carried out



## **CERTIFICATE**

The items in the above report have been verified and found to be correct and the EMA has carried out all their tasks as per the provisions of the contract.

**Director, DFF**