

Government of India
Ministry of Information & Broadcasting
Directorate of Film Festivals

LTE No.24/08/2014
2014

Dated: 01st November,

To

Sub: Limited Tender Enquiry for Event management agency for providing manpower for Hospitality, Ushering, Stage Management, Hospitality desk , event co-ordination etc in connection with the International Film Festival of India, Goa, 2014.

Dear Sirs,

Sealed and limited tenders are invited in the prescribed format as given in the attached RFP document.

2. The application form for Limited Tender Enquiry may be downloaded free of cost from DFF's website www.dff.nic.in or www.iffi.nic.in . The documents can also be obtained in person from Deputy Director (Admn.), DFF on any working day between 3rd November to 6th November 2014 .

3. The last date for submission of completed proposal for Event management agency for providing manpower as prescribed in a sealed cover superscribed "Financial Bid for IFFI 2014 (EMA)" is 7th November 2014 till 12:00 Noon in Delhi. Financial bids would be opened on the same day at 2:00 PM in the presence of available applicants or their representatives.

Yours faithfully,

(Prashant Kumar)
Deputy Director (Admn.)

INTERNATIONAL FILM FESTIVAL OF INDIA (IFFI)

GOVERNMENT OF INDIA

MINISTRY OF INFORMATION & BROADCASTING

Request for Proposal (RFP) from Event management agency for providing manpower for organizing International Film Festival of India (IFFI), 2014 to be held from 20th to 30th November 2014 in Goa.

TABLE OF CONTENT

Description		Page No.
Disclaimer	-	4
Definitions	-	5
RFP – Summary	-	6
Part I – General Information/ Conditions	-	7
Part II – Financial Bid	-	11
Annexure I – Scope of work for EMA	-	12
Annexure II - Consolidated summary of costing of various manpower requirements to be executed by the EMA	-	15
Annexure III – Experience in Related Activities	-	16
Annexure IV – Earnest Money Deposit details	-	17
Annexure V - Annual Turnover From Event Management Related Activities	-	18
Annexure VI – Form of Contract	-	19

DISCLAIMER

This request for RFP is not an offer by International Film Festival of India (IFFI), Ministry of Information & Broadcasting, but an invitation to receive responses from eligible interested **Event management agency for supply of manpower** for partnering with IFFI Secretariat for carrying out supply of manpower during the International Film Festival of India which is scheduled to be held in Goa from 20th to 30th November 2014.

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

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

DEFINITIONS

“Applicant” means a reputed Indian Public Relation Agencies having requisite experience in entertainment industry who has applied for the RFP for partnering with IFFI Secretariat to carry out PR activities during the International Film Festival of India 2014.

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

“IFFI” means International Film Festival of India

“RFP” means Request for Proposal.

“EMA” means the Event Management Agency

Request for Proposal to provide the manpower by Event Management Agency during International Film Festival of India 2014

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 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 I

General Information/Conditions

Introduction:

International Film Festival of India (IFFI) is the largest and prestigious international film festival being organized by Ministry of Information & Broadcasting every year in Goa. Films from all over the world participate in the festival. Delegates from different parts of the world attend this festival.

2. The 45th Edition of the festival is scheduled to be held from 20th November to 30th November 2014 at Goa. The organizers of the festival, with a view to enhance the profile of the festival in terms of content and organization, proposes to engage an EMA of repute for co-ordinating various events connected with the festival.

SCOPE OF WORK:

3. Scope of work for EMA is to provide manpower for the various events and activities which will be conducted during 45th International Film Festival of India (IFFI). **Details are given in Annexure I.**

Note

(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) Minimum turnover for last three consecutive years should be minimum Rs. 50 Lakhs per year.

AMENDMENT OF RFP DOCUMENT:

4. At any time prior to the deadline for submission of Applications, IFFI Sect. 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, IFFI Sect. may, at its discretion, extend the deadline for the submission of Applications.

CLARIFICATIONS TO RFP:

5. The bidders may seek clarifications in writing regarding the RFP document on or before 05th Nov.2014. IFFI Sect. shall respond in writing to any such request for the clarifications by email.

Validity of RFP Response:

6. The RFP response submitted by the applicants shall be 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. IFFI Sect may solicit applicants' consent to an extension of RFP response validity.

Earnest Money Deposit

7. An EMD of Rs. **Rs 1.25 lacs** in the form of a Demand Draft payable at New Delhi drawn in favour of **PAO (MS), Ministry Of I&B, New Delhi** valid till three months must be submitted along with the Proposal. 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

Financial bids

8. The EMA will be required to submit the financial bid in a sealed envelope. The proposal should be put up in a bigger envelope and marked as **"Bid for providing Manpower during IFFI 2014"** for EMA. The EMA will be required to submit the proposal as per the requirement as projected at ***Annexure-II.***

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.

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

Selection Process:

10. The bid shall be submitted in sealed envelopes in the office of IFFI Sectt, M/o of I&B, Sirifort Auditorium Complex, August Kranti Marg, New Delhi - 110049 on or before 7th November at 12 Noon Hrs.

11. 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 Bid will be done based on lowest total cost quoted.

12. 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 and all the relevant and certificates and documents being in order. In case the L1 fails to provide the said documents shall be rejected and L2 shall be considered.

Negotiations will be held with qualified and selected bidder. Under no circumstances, the financial negotiations shall result in increase in the price originally quoted by the bidder. IFFI Sect. is at liberty to reduce any item on *pro rata* basis.

13. If the EMA is finally shortlisted, then a contract will have to be executed between the IFFI Sect. and the selected EMA as per format finalised by IFFI Sectt. The EMA shall not claim any extension in contract as a matter of right.

Performance Guarantee

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 of 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

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, IFFI Sect. shall have the right to cancel the contract at any time and make alternative arrangement at the discretion of IFFI Sect., 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

30% of the contract value shall be paid as advance against submission of bank guarantee (to be submitted before signing of agreement) 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

Financial Bid

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 types of man power required, all administrative charges, travels, accommodation, food etc. as per the scope of work as detailed at Annexure I

3. The costing submitted by the EMA and approved by IFFI 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. 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 cost of travel, hospitality, etc. The EMA shall quote the corresponding cost accordingly, as laid down in **Annexure I**.

4. Any subsequent increase or escalation of costs shall have to be borne by the EMA unless the same has been requested and authorized by IFFI Sectt. in writing. No extra items will be added without the written approval of the Festival Director, IFFI. All expenditure pertaining to subsequent meetings for IFFI viz Air fare, transportation, Accommodation & Incidental cost etc to be borne by EMA. No Additional Cost shall be entertained apart from the cost quoted by EMA.

5. The bidders may formulate their financial bids on the assumption that a maximum of **30%** of the contract value would be receivable as advance, which shall be paid against a **Bank Guarantee of a Nationalized Bank/First Class Bank**. Balance payment would be made on successful completion of the tasks assigned as per the contract and on certification by the organizers that the tasks have been accomplished by the EMA as per the provisions of the contract.

6. The bid will be opened by a committee in front of the bidders who are present. The committee so constituted for this purpose by IFFI will decide the lowest bidder (L1). Negotiations will be held with qualified and selected bidder. Under no circumstances, the financial negotiations shall result into increase in the price originally quoted by the bidder. IFFI Sect. is at liberty to reduce any item on *pro rata* basis.

Annexure-I**SCOPE OF WORK FOR EMA ACTIVITIES****OVERVIEW:**

- Started in 1952, the International Film Festival of India (IFFI) is the largest, oldest and prestigious international film festival being organised in India.
- IFFI has become a landmark destination for established and young film makers and directors from every continent.
- IFFI 2014 (20-30 Nov. 2014 in Goa) provides an ideal opportunity for film makers and film lovers to watch, appreciate and learn the art of film making.

SCOPE OF WORK

Manpower Requirements for IFFI Hospitality					
Sl.no	Unit	No. of persons	No. of days/Dates	Requirements/Nature of work	Amount
1	Airport Reception	04 persons x 03 shifts	12 persons/ days (18 Nov - 02 Dec 14)	Persons with experience in handling film personalities are preferred.	
2	Hotel Reception	04 persons x 03 shifts	12 persons/ days (18 Nov - 02 Dec 14)	Persons with experience in handling film personalities are preferred.	
3	RSVP team	4 persons from 10 Nov - 30 Nov.2014	20 days	Persons with experience in RSVP and co-ordinating with senior Govt officials for various activities are preferred.	
4	Compere for Red carpet	1	09 days	To co-ordinate with media and the films delegates with background of compereing.	

5	Dedicated Escorts	10	18 Nov - 02 Dec. 2014	To escort VVIP/VIP /Intl. Jury /Chinese Deleгат and Film Delegates	
		10	19 Nov.2014		
		30	20 Nov.2014		
		10	29 Nov.2014		
		30	30 Nov.2014		
		10	01 Dec.2014		
6	Ushers	40	20th Nov.2014	For opening ceremony/opening film/Dinner seating plan/entrance gate/red carpet/stage management/	
		40	30 Nov.2014	For closing ceremony/opening film/Dinner seating plan/entrance gate/red carpet/stage management/	
7	Hall Managers	2	20th Nov.	Opening ceremony	
		2	30th Nov.	closing ceremony.	
8	Event Coordinators**	4	10 Nov.- 02 Dec 2014	To liason with performing artists/red carpet/master class/seminars/comperes/ presentation and for all the events/Flow Chart and Script writing.	
9	Escorts for film presentation	10	20 - 30 Nov.2014	10 persons required for escorting for presenting films in various theatres & Press conferences.	
10	Co-ordinators	2 person X 2 shifts	10-30 November, 2014	Coordination with Invited Delegates for their arrivals, Allotment of rooms & Departure/ co-ordination with Media /Technicians/	
11	Traport co-ordinators	3 person X 3 shifts	18 Nov.-01 Dec 2014.	Complete co-ordinations of transport throughout the event.	
12	Bouncers	10 x 2	20 & 30 Nov.2014	for escorting the VVIPs	
13	Security guards	10 x 2	20 & 30 Nov.2014	For opening and closing ceremony and dinner entry gates.	

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 passion for cinema and should have protocol knowledge.
6. EMA shall be responsible for the safety, security and payments to the staff deployed and IFFI sectt. shall not be responsible for any financial or such matters directly with the staff deployed.
7. The ushering and other personnel who are deployed for opening on 20th Nov. and Closing on 30th should be available for rehearsals on 19th and 29th Nov.2014.
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.

*****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/comperes. 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 -II**Consolidated summary of costing of various team members to be managed and executed by the event management agency**

S. No	Item	Price quoted
1.	Airport Reception Staff	
2.	Hotel Reception Staff	
3.	RSVP Team	
4.	Compare for Red Carpet	
5.	Dedicated Escorts	
6.	Ushers	
7.	Hall Managers	
8.	Event Coordinators	
9.	Escorts for film presentation	
10.	Co-ordinators	
11.	Transport Co-ordinators	
12.	Bouncers	
13.	Security guards	
14.	Management fee	
15.	Total cost	
16.	Service tax	
17.	Grand total	

A summary of the costing as indicated in row 17 (Grand total) will be taken into consideration for determining the lowest financial bid.

Name:

Designation:

Signature

ANNEXURE III**EXPERIENCE IN RELATED ACTIVITIES**

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

FOOTNOTE

1. Separate 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.

Name:

Designation:

Signature:

ANNEXURE IV

EARNEST MONEY DEPOSIT

S. No	Bank Drawn	Value in Rs	DD No. and date

Name:

Designation:

Signature:

ANNEXURE V**Annual Turnover from Event Management Works.**

Sl.No	Financial Year	Financial Turnover in Rs.***
01	2011-12	
02	2012-13	
03	2013-14	

(Minimum turnover should be Rs.50 Lakhs per year)

***To be supported by Certificate issued by a Chartered Accountant.

Name:

Designation:

Signature:

ANNEXURE VI

CONTRACT

BETWEEN

**INTERNATIONAL FILM FESTIVAL OF INDIA (IFFI)
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), IFFI Secretariat, Ministry of Information & Broadcasting, Government of India, (office address), [name of employer] (hereinafter called the “Employer”), of the First Part and, [name of EMA] (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 activities/ services

Appendix C: Proforma of report / certificate

Appendix D: List of key personnel including the Event Coordinator

(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 EM 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 any thing 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 EMActices, 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. APPENDIXES

Appendix A: Scope of Works

Appendix B: costing of various services

Appendix C: Proforma of report / certificate

Appendix D: List of key personnel including the PR Coordinator

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

Appendix-C

Daily Report to be submitted by EMA on completion of the assignment

1. Details of manpower deployed at designated venues.

Note:

1. *The above report should be submitted by EMA on daily basis.*
2. *The above information should be supported with documentary proof.*
3. *An assessment by IFFI in qualitative and quantitative terms duly taking into consideration into the proposal submitted by the EMA would be made.*

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, IFFI