

**NATIONAL FILM DEVELOPMENT CORPORATION  
A GOVERNMENT OF INDIA ENTERPRISE**

**REQUEST FOR PROPOSAL (RFP) FOR EVENT  
MANAGEMENT AGENCY FOR PROVIDING MANPOWER AND  
ORGANIZING ROAD SHOWS FOR INTERNATIONAL FILM  
FESTIVAL OF INDIA (IFFI), 2017**

**TO BE HELD FROM 20<sup>th</sup> TO 28<sup>th</sup> NOVEMBER 2017 IN GOA**

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## **DISCLAIMER**

This request for RFP is an invitation by the National Film Development Corporation (NFDC), a Public Sector Enterprise under the Government of India, but not an offer, to receive responses from eligible interested Event Management Agencies for supply of manpower & organizing road shows during the International Film Festival of India (IFFI) which is scheduled to be held in Goa from 20<sup>th</sup> to 28<sup>th</sup> November 2017.

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

This RFP is being issued with no financial commitment and NFDC reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the same at any stage, without assigning any other reason.

### **Schedule for Submission of RFP for Production Agency**

<b>Event</b>	<b>Date</b>
Availability of RFP Document	17 <sup>th</sup> Oct. 2017
Pre-Bid Meeting	24 <sup>th</sup> Oct. 2017 at 1130 Hrs.
Last date and time for submission of completed RFP document	28 <sup>th</sup> Oct. 2017 at 1100 Hrs.
Opening of Technical Bid, evaluation including presentation and short listing for financial bid	28 <sup>th</sup> Oct. 2017 at 1200 Hrs.
Opening of Financial Bid	28 <sup>th</sup> Oct. 2017 at 1600 Hrs.

The RFP document can be downloaded from the website: HYPERLINK <http://www.nfdcindia.com> or <http://www.iffigoa.org>. Alternatively, the document can also be obtained in person from **NFDC, 4<sup>th</sup> Floor SoochnaBhavan, New Delhi- 110 003**.

The completed application (response document), containing two hard copies (printed, signed and bound copies) and one soft copy (on a non-rewriteable CD/DVD/USB Flash Drive – An MS Word document (compatible with MS Word 2003 or above) or an Adobe Acrobat PDF (compatible with Adobe Acrobat Reader 3.0 or higher) of the RFP, should be submitted in two-bid system of Technical & Financial Bids in two separate and sealed envelopes to be marked as “Technical Proposal” & “Financial Proposal” respectively. Both the proposals are to be kept in a bigger sealed envelope super scribed with the title -

**“Techno- Financial Bid for providing manpower and organizing road shows for International Film Festival of India (IFFI, 2017)”**, before the last date and time at the following address:

**International Film Festival of India,  
NFDC, 4<sup>th</sup> Floor SoochnaBhavan,  
New Delhi- 110 003**

**Late Applications:** Any application received after the last date and time for submission for the same, i.e., 28<sup>th</sup> Oct. 2017 at 11:00 hours, shall not be accepted. Applications received after the last date and time shall be summarily rejected and returned unopened.

**NOTICE INVITING RFP**  
**REQUEST FOR PROPOSAL (RFP)**

**International Film Festival of India,  
NFDC, 4<sup>th</sup> Floor SoचनाBhavan,  
New Delhi- 110 003**

Request for Proposal (RFP) are invited from experienced and reputed Event Management Agency for supply of manpower & organizing road show for International Film Festival of India (IFFI), to be held on 20-28 November 2017 at Goa. Detailed terms and conditions are prescribed in the RFP document, which can be downloaded from the website: HYPERLINK "<http://www.nfdcindia.com>" or "<http://www.iffigoa.org>". Alternatively, the document can also be obtained in person from NFDC Office on any working day between 1100 to 1700 hours up to 23<sup>rd</sup> Oct. 2017.

A pre-bid meeting will be held on 24<sup>th</sup> Oct. 2017 at 1130 hrs at NFDC Delhi office, for clarifications, if any, on the RFP document. The bidders can also visit the venues at Goa to formulate their proposals.

The last date for submission of completed proposal for the EMA as prescribed, in a separate sealed cover super-scribed "**Techno - Financial Bid for providing manpower and organizing road shows for IFFI, 2017**" is **1100 Hrs. on 28<sup>th</sup> Oct. 2017** in Delhi.

**Technical Bids** would be opened on 28<sup>th</sup> Oct. 2017 at 1200 hours (IST) 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 **28<sup>th</sup> Oct. 2017 at 1600 Hrs.** at NFDC, 4<sup>th</sup> Floor, Soचना Bhavan, New Delhi- 110 003.

## **DEFINITIONS**

**”Applicant”** means a reputed Indian Event Management Agency having requisite experience in providing trained / skilled manpower for hospitality, logistics, guest relations, etc. for handling international events who has applied for the RFP for partnering with NFDC to carry out EMA activities and organizing Road Shows during the International Film Festival of India 2017.

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

**“NFDC”** means National Film Development Corporation.

**“IFFI”** means International Film Festival of India.

**“RFP”** means Request for Proposal.

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

**“END Client”** means Ministry of Information & Broadcasting.

**“Manpower”** means trained / skilled manpower for hospitality, logistics, guest relations, etc. for handling international events organized in India.

**Request for Proposal for providing Manpower and organizing road show for International Film Festival of India 2017.**

**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 related to supply of manpower for the event including hospitality, logistics, guest relations, etc. for IFFI 2017 and organising road shows at various locations in India.
- 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:**

The International Film Festival of India (IFFI) is the largest and prestigious International film festival organized by the 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 48<sup>th</sup> Edition of the festival is scheduled to be held from 20<sup>th</sup> November to 28<sup>th</sup> November 2017 at Goa. The organizers of the festival, with a view to enhance the profile of the festival in terms of content and organization, propose to engage a Event Management Agency of repute for supply of manpower for the event including manpower for hospitality, logistics, guest relations, etc. for IFFI 2017 and organising road shows at various locations in India.

#### **SCOPE OF WORK:**

3. Providing manpower for the 48<sup>th</sup> International Film Festival of India, 2017. Details are given in ***Annexure-I***

4. In addition to the above, the EMA is required to organize Road Shows in below mentioned 8 major cities of India prior to the festival.

- i. Delhi
- ii. Chennai
- iii. Kolkata
- iv. Guwahati
- v. Mumbai
- vi. Pune
- vii. Bangalore
- viii. Hyderabad

The EMA has to submit/present the creative presentation in regards with organization of Road Shows to mobilize audience for IFFI, Goa prior to the festival.

EMA will submit the rates according to their presented proposal. EMA will bear all cost related to Road-Shows.

#### **Note – 1**

- a) While the above requirements have been worked out taking into consideration the event 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 languages. All the personnel deployed should be in dignified uniform attire.

**Note-2**

- a) Vehicles will be arranged by EMA for their manpower team and for Performing Artists of the Road Shows.
- b) Accommodation will be arranged by EMA for their manpower team and for Performing Artists of the Road Shows.

**AMENDMENT OF RFP DOCUMENT:**

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

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

6. The bidders may seek clarifications in writing regarding the RFP document within three days of issue of RFP. NFDC shall respond in writing to any such request for the clarifications and all such clarifications shall be posted on [www.nfdcindia.com](http://www.nfdcindia.com) as well as IFFI Website ([www.iffigoa.org](http://www.iffigoa.org)). There shall be a pre-bid conference on 24<sup>th</sup> Oct.2017 at 1130 Hrs. at IFFI, NFDC at Delhi office. All bidders may inspect the venues as well at Goa and seek clarifications if required.

**VALIDITY OF RFP RESPONSE:**

7. 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. NFDC may solicit applicants' consent to an extension of RFP response validity.

**EARNEST MONEY DEPOSIT**

8. An EMD of **Rs. 2.50 Lakhs (Rupees Two Lakhs Fifty Thousand only)** in the form of a Demand Draft payable at New Delhi drawn in favour of **National Film Development Corporation** 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 within one week from the date of signing of contract with successful bidder. EMD to successful bidder will be returned within one week of receipt of performance Bank Guarantee from EMA.

## **SUBMISSION OF BIDS**

### **TECHNICAL & FINANCIAL BIDS**

9. The EMA will be required to submit the technical bid and the financial bid in two separate and sealed envelopes, technical proposal shall be marked “**Technical Proposal**”. Financial Proposal shall be marked “**Financial Proposal**”. Both the proposals should be put up in a bigger envelope and marked as “**Techno-Financial Bid for providing manpower and organizing road show for IFFI 2017**”. The EMA will be required to submit the proposal as per the requirement as projected at Annexure-I.

10. 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.

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

12. A set of creative is to be provided by the EMA. This is intended to assess the creative capabilities and skills of the EMA and to provide NFDC with the best possible options at a reasonable cost.

### **Selection Process:**

13. The Techno-financial bid shall be submitted in sealed envelopes in the office of NFDC, 4th Floor, SochnaBhavan, New Delhi- 110003 latest by 28<sup>th</sup> Oct. by 1100 Hrs. The Technical bid will be opened first and evaluated as per the rules. After verification of documents, the qualified bidders will be called for creative presentation for duration of 10 minutes each to present their proposals. The creative submitted by the EMA will be evaluated by the tender committee approved by the competent authority. 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.

14. There would be elimination at the evaluation of the Technical bid. The proposal would first be examined by the committee to ensure whether all items as envisaged in this RFP at the desired numbers have been covered. 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 supplying trained / skilled manpower for hospitality, logistics, guest relations, etc. for handling international events organized in India in last three years and (c) Manpower management plan and profile of key personnel. 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.

15. 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.

16. Evaluation of technical and financial bids will be done as defined in parts II, III, IV & V of the RFP document. Contract will be awarded to the eligible bidder as per the process defined in parts II, III, IV & V, 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. NFDC is at liberty to reduce any item on pro rata basis.

17. A contract will be executed between the NFDC and the selected EMA as per format finalised by NFDC. The EMA shall not claim any extension in contract as a matter of right.

### **Performance Guarantee**

18. The Selected lowest bidder will be required to submit a Performance Guarantee to the tune of 10% of the total value of the contract in the form of Bank Guarantee valid for six months beyond the expiry of the contract within any working day prior to signing the contract. Failure to provide such guarantee will result in disqualification and the contract will be awarded to the next eligible bidder and the bid security shall be forfeited.

### **Liquidated damages**

19. In the event of the successful bidder default in maintaining the agreed time frame/ scheduled set of activities as laid down in the contract, NFDC shall have the right to cancel the contract at any time and make alternative arrangement at the discretion of NFDC, in which case the 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**

20. 30% of the contract value shall be paid as advance against submission of bank guarantee of equivalent amount valid for six months beyond the expiry of the contract. The Balance 70% shall be paid on successful completion of the contract which will involve the procedure as detailed in the contract.

### **Note:**

All payments will be subject to receipt of funds by NFDC from END CLIENT.

## **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 from the same business.
2. Experience in providing trained / skilled manpower for hospitality, logistics, guest relations, etc. for handling 5 international events organized in India in the last three years with one work order for a Government funded International event.
3. Manpower management plan and profile of key personnel.

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.

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

## **PART III**

### **EVALUATION OF TECHNICAL PROPOSAL**

The Committee constituted by NFDC would evaluate the Technical proposal on the basis of the information submitted and using the evaluation criteria and point system specified in these terms & conditions.

### **EVALUATION OF TECHNICAL BID**

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

<b>S.N.</b>	<b>Technical bid</b>	<b>Total marks=100</b>
1.	Turnover of last three financial years	09 marks
2.	Experience in supplying trained / skilled manpower for hospitality, logistics, guest relations, etc. for handling international events organized in India in the last 3 years.	30 marks
3.	Manpower Management Plan	20 marks
4.	Profile of key personnel	10 marks
5.	Value added services during the Festival period.	21 marks
6.	Minimum three work orders of value ` 1 Crore and above for road shows/brand promotion activities in last 5 years.	10 marks

Note: In case the EMA fails to submit the documentary proof in respect of above, then the EMA will not be allotted proportionate marks in respect of the unavailable documentary proof for that particular item/criteria.

### **Turnover: 09 marks maximum**

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

## **MARKING SCHEME FOR TURNOVER**

4. The following marking scheme would be adopted for turnover from the related business :-
- (a) For turnover up-to INR 10 Crores per financial year for each of the past three consecutive financial years i.e. 2014-15, 2015-16 and 2016-17 (1 mark per year) = 3 marks.
  - (b) Turnover above INR 15 Crores per financial year but below INR 20 Crores for each of the past three consecutive financial years (1 mark per year) = 3 additional marks.
  - (c) Turnover above INR 20 Crores per financial year for each of the past three consecutive financial years (1 mark per year) = 3 additional marks.

### **Total 9 Marks**

5. The EMA will have to submit a signed statement from a practising Chartered Accountant, which will indicate the turnover for the past three financial years 2014-15, 2015-16 and 2016-17. In addition the balance sheets / profit & loss statement for the past three financial years should also be enclosed. In case the EMA fails to submit the documentary proof, which 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 events handled)

6. Documentary proof in support of Experience in supplying trained / skilled manpower for hospitality, logistics, guest relations, etc. for handling international events organized in India will have to be submitted by the respective EMAs at the time of submission of the tender. Work / contracts should mandatorily be in the name of EMA applying for the bid.

## **MARKING SCHEME FOR EXPERIENCE**

7. The EMA will be allotted 6 marks per such event in the past three years subject to maximum of 30 marks.

### **Profile of key personnel: 10 marks maximum**

8. The manpower management plan and profile of the key personnel will be analyzed and judged by a Committee constituted by the competent authority. The Committee will take into consideration the manpower management plan and the profile of the key personnel.

**Value added services during the festival period: 21 marks maximum**

9. The value added services offered by the EMA for the supply of manpower in the event will be analyzed on the basis of below indicative parameters:

- i. Technology based components which can add value to the requirement of the 'manpower' services.
- ii. Use of innovative software and gadgets for smooth functioning and coordination among the manpower at various locations.
- iii. Any other value added services proposed by the EMA.

10. Experience in organizing road shows/brand promotion activities in 5 years with minimum 5 works order of a value of above Rs. 1 Cr. each, with 2 marks allotter per work order.

**Total Marks 10**

11. All the bidders shall make a presentation of duration of not more than 10 minutes before the committee for better appreciation of the manpower management plan and value added services.

## **PART IV**

### **FINANCIAL BID PROPOSAL**

Financial bids of only those bidders will be opened who have secured a minimum of 70 marks in the Technical Evaluation and presentation. 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 manpower at the various locations of the event, equipments requirement, all administrative charges, travels, transportation etc. as per the scope of work detailed at **Annexure I**.

3. The costing submitted by the EMA 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 are only indicative, and it shall be the duty of the EMA to visualize and anticipate the extra requirements, if any, of the festival such as 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 NFDC in writing. No extra items will be added without the written approval of the Competent Authority.

All expenditure pertaining to subsequent meetings for IFFI viz Air fare, transportation, Accommodation & Incidental cost etc to be borne by EMA. Uniform for EMA team will be the responsibility of EMA. No Additional Cost shall be entertained apart from the cost quoted by EMA in the financial bid.

4. The EMA shall submit the detailed cost of each item as per the Proforma at **Annexure I** and as summarized at **Annexure II**. The EMA will have to ensure that the cost details are submitted only in the format finalized by the NFDC, 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 respect of only those bidders whose proposals are shortlisted after technical evaluation and presentation. The committee so constituted for this purpose will decide the eligible bidder as per the evaluation procedure listed in **Part IV and V**. NFDC is at liberty to reduce any item on *pro rata* basis.



## **Part V**

### **Evaluation of Financial Proposal:**

In the second stage, the financial evaluation will be carried out as per this clause. The Financial Proposal will be assigned a Financial Score (FS).

For financial evaluation, the total cost indicated in the Financial Proposal for all of the services will be considered.

The NFDC will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services for each service. Omissions, if any, in costing any item, shall not entitle the EMA to be compensated and the liability to fulfill its obligations as per the scope of work within the total quoted price shall be that of the selected EMA. The lowest Financial Proposal (FP) will be given a financial score (FS) of 100 points.

The financial scores will be computed as follows:

$$FS = 100 \times FP/F$$

(FS= Financial Score)

(FP = Amount of Lowest Financial Proposal)

(F= Amount of Financial Proposal quoted by the EMA)

### **Combined and Final Evaluation:**

Proposals will finally be ranked according to their combined Technical Score (TS) and Financial Score (FS) as follows:

$$S = TS \times Tw + FS \times Fw$$

Where S is the combined score and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively.

The combined scores of the EMA will be added to arrive at the final combined score. The Selected EMA shall be the first ranked EMA (having the highest combined score) and will be considered for acceptance. The Second Ranked EMA shall be kept in reserve and may be invited for negotiations incase the first ranked EMA withdraws, or fails to comply with the requirements specified in the Tender documents.

**SCOPE OF WORK**

**Manpower & Hospitality**

<b>S.N.</b>	<b>Particular</b>	<b>No.of persons</b>	<b>No. of Days/Dates</b>	<b>Requirements/Nature of work</b>
1	Airport Reception	04 persons x 03 shifts	12 persons/Day (18th Nov to 30 <sup>th</sup> Nov 2017)	<p>Persons with experience in handling film personalities and International Delegates with command on English and Hindi. Knowledge of foreign language will be preferred.</p> <p>(Besides having a team at Airport, a dedicated team should also be based at assigned location to update &amp; coordinate the programming team regularly about the guest arrival).</p>
2	Hotel Reception	04 persons x 03 shifts	12 persons/Day (18th Nov to 30 Nov 2017)	<p>Persons with experience in handling film personalities and International Delegates with command on English and Hindi. Knowledge of foreign language will be preferred.</p> <p>(Besides having a team at Hotel, a dedicated team should also be based at assigned location to update &amp; coordinate the programming team regularly about the guest arrival at hotel. The team shall update daily guest list and their room details and distribution of festival kits + welcome letter + all invites to the programming team). The team shall also brief itinerary to the guests while receiving the guest at the hotel. Team available at the old GMC Building will collect the guest itinerary from IFFI programming team and will forward it to Hotel</p>

				Desk team.
3	RSVP team	4 persons from 10 Nov to 29 <sup>th</sup> Nov 16	20 days	Persons with experience in handling film personalities, International Delegates, Senior Govt Officials with command on English and Hindi.  Knowledge of foreign language will be preferred.
4	Compere/ hostess for Red Carpet	02 Compere/hostess for 9 days (20 <sup>th</sup> Nov – 28 <sup>th</sup> Nov 2017)	09 days	The Compere/Hostess must be smartly turned out and fluent in English & Hindi with proper diction and pronunciation. Knowledge of Regional Language and Foreign Language would be preferred. The person must have knowledge of Cinema and would be required to acquaint herself with different film personalities on visiting Red carpet and Red Carpet screening of movies and requisite experience of compeering in similar past events.
5	Still Photographers	5 persons	19-28 November 2017	5 Dedicated Photographers for following venues to cover the festival in best possible way.
6	Dedicated Escorts	10 20 40 10  20 40 20 10	18 <sup>th</sup> Nov. 2017 19 <sup>th</sup> Nov. 2017 20 <sup>th</sup> Nov. 2017 21 <sup>st</sup> Nov to 26 <sup>th</sup> Nov'2017 27 <sup>th</sup> Nov 2017 28 <sup>th</sup> Nov. 2017 29 <sup>th</sup> Nov 2017 30 <sup>th</sup> Nov. 2017	To escort VVIP/VIP /Intl. Jury Delegate/Film Delegates.  Detailed requirement is attached at 'Annexure A' at the end of the Tender Document.
7(A)	Ushers	40	20 <sup>th</sup> Nov. 2017	For opening ceremony/ opening film/Dinner seating plan/entrance gate/ red carpet/stage management.
7(B)	Ushers	40	28 Nov. 2017	For closing ceremony/Closing film/ entrance gate/red carpet/stage management.
8(A)	Hall Managers	4	20 <sup>th</sup> Nov. 2017	Opening ceremony
8(B)	Hall Managers	4	28 <sup>th</sup> Nov. 2017	Closing ceremony.
9	Event Coordinators**	9 persons per day	8 Nov.- 30 Nov 2017	To liaison with performing artists/red carpet/masterclass/

				<p>seminars/comperes/worksho ps/ presentation and for all the events/Flow Chart and Script writing along with their arrival-departure from hotel to venue and back as per schedule. All theatres (All INOX Theatres, Two Maqiunez theatres, open air screening, Kala Akademi) should be provided with a core team for the coordination of film screenings, presentations, red carpet etc. The compositions of the team may be as follows-</p> <ul style="list-style-type: none"> <li>i. One as coordinator</li> <li>ii. One technical coordinator</li> <li>iii. One event coordinator</li> <li>iv. One expert anchor/presenter</li> </ul> <p>Eight such teams will be required for above mentioned purpose and if for repeat screenings newly built INOX four screens are hired then four more teams will be required.</p>
10	Escorts for film presentation	12 persons per day	20 - 30 Nov. 2017	12 persons required for escorting for presenting films in various theatres & Press conferences.Considering Press Conference/Red Carpet requirements.
11	Transport coordinators	3 person X 3 shifts	18 Nov.-30 Dec 2017.	Complete co-ordinations of transport throughout the event.

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 technically 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 knowledge of protocol and etiquette.
6. EMA shall be responsible for the safety, security and payments to the staff deployed and NFDC 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 20<sup>th</sup> November and closing on 28<sup>th</sup> November should be available for rehearsals on 19<sup>th</sup> and 27<sup>th</sup> Nov. 2017.
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 have to be provided by EMA.
9. Any charges 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 IFFI logo.
11. All Permissions/Licenses required from Govt. Departments will be obtained by EMA at its own cost. NFDC will extend necessary assistance on best effort basis.

\*\*The Event Coordinators should be qualified persons to manage the flow of events [cultural components and other activities at different venues], interact with the technical personnel who are responsible for sound, lighting and audio visual arrangements and the artists/comperes.

**ANNEXURE -II****Consolidated summary of costing of various manpower to be provided and managed by the Event Management Agency****A. Manpower & Hospitality:**

<b>S.N.</b>	<b>Item</b>	<b>Cost per person (INR)</b>	<b>Total Cost (INR)</b>
1	Airport Reception Staff		
2	Hotel Reception Staff		
3	RSVP Team		
4	Compere for Red Carpet		
5	Still Photographers		
6	Dedicated Escorts		
7	Ushers		
8	Hall Managers		
9	Event Coordinators		
10	Escorts for film presentation		
11	Transport Coordinators		
Total cost of 'A'			

**B. Cost of Road Show in all eight cities**

(In INR)

<b>S.N.</b>	<b>City</b>	<b>Cost of Manpower</b>	<b>Cost of branding and other road show components</b>	<b>Total cost for the City</b>
1	Delhi			
2	Chennai			
3	Kolkata			
4	Guwahati			
5	Mumbai			
6	Pune			
7	Bangalore			
8	Hyderabad			
Total cost 'B'				

**Consolidated summary of costs (A + B)**

<b>S.N.</b>	<b>Item</b>	<b>Cost (INR)</b>
1	Cost of Manpower & hospitality	
2	Cost of Road Show in all eight cities	
3	GST	
4	Grand Total	

A summary of the costing as indicated in row 4 (Grand total) will be taken into consideration for determining the lowest financial bid.

**Name:****Designation:****Signature**

**ANNEXURE III**

**ANNUAL TURNOVER FROM EVENT MANAGEMENT RELATED ACTIVITIES**

<b>F.Y.</b>	<b>Turnover (INR)</b>
2014-15	
2015-16	
2016-17	

**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 self attested copies of the audit reports and balance sheets (final/provisional) for the corresponding financial years.

**Name:**

**Designation:**

**Signature:**

**ANNEXURE IV**

**EXPERIENCE IN RELATED ACTIVITIES**

<b>S.N.</b>	<b>International Event organized in India</b>	<b>Date</b>	<b>Place</b>	<b>Supporting documents enclosed</b>

**NOTE**

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 self attested and submitted along with the above proforma.

**Name:**

**Designation:**

**Signature:**



**ANNEXURE V**

**EARNEST MONEY DEPOSIT**

<b>S.N.</b>	<b>Name of Bank</b>	<b>Value in INR</b>	<b>DD No.</b>
		2.50 Lakhs	

**Name:**

**Designation:**

**Signature:**

**ANNEXURE VI**

**CONTRACT**

**BETWEEN**

**NATIONAL FILM DEVELOPMENT CORPORATION**

**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), NFDC, Ministry of Information & Broadcasting, Government of India, (office address), [name of employer] (hereinafter called the “Employer”), of the First Part and, [name of EventManagement 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 services

Appendix C: Proforma of daily report / certificate

Appendix D: List of key personnel

(Appendix –A is Annexure-I of RFP with scope of work by selected bidder.

Appendix-B is Annexure- II of RFP with costing).

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 Agency 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) (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 to be hereunder impossible or so impractical as reasonably considered impossible in the circumstances, and includes, to, war, but is not limited to, 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-CONTRACTORS**

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. GST 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.

d) 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 six 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 six 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) All payments will be subject to receipt of funds by NFDC from END CLIENT.
- e) 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.
- f) 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.
- g) All payments under this Contract shall be made to the accounts of the EMA specified in the SC.
- h) 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.
- i) 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:  
(a) 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.

**(b) Failure to bring in cultural components/ celebrity comperes would also invite damages under this provision to a maximum of 5%.**

**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 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 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 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 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 anytype, 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 6 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 six months and Balance 70% on successful completion of the work after certificate to the effect by the Employer, subject to receipt of the payment to NFDC from the END CLIENT.

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

Binding signature of EMA 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 Services

Appendix C: Proforma of daily report / certificate

Appendix D: List of key personnel

(Appendix -A is Annexure-I of RFP with Scope of Work. Appendix-B is Annexure-II of RFP with Costing)

## Appendix - A

### SCOPE OF WORK

#### Manpower & Hospitality

<b>S.N</b>	<b>Particular</b>	<b>No. of persons</b>	<b>No. of Days/Dates</b>	<b>Requirements/Nature of work</b>
1	Airport Reception	04 persons x 03 shifts	12 persons/Day (18th Nov to 30 <sup>th</sup> Nov 2017)	<p>Persons with experience in handling film personalities and International</p> <p>Delegates with command on English and Hindi. Knowledge of foreign language will be preferred.</p> <p>(Besides having a team at Airport, a dedicated team should also be based at assigned location to update &amp; coordinate the programming team regularly about the guest arrival).</p>
2	Hotel Reception	04 persons x 03 shifts	12 persons/Day (18th Nov to 30 Nov 2017)	<p>Persons with experience in handling film personalities and International Delegates with command on English and Hindi. Knowledge of foreign language will be preferred.</p> <p>(Besides having a team at Hotel, a dedicated team should also be based at assigned location to update &amp; coordinate the programming team regularly about the guest arrival at hotel. The team shall update daily guest list and their room details and distribution of festival kits + welcome letter + all invites to the programming team). The team shall also brief itinerary to the guests while receiving the guest at the hotel. Team available at the old GMC Building will collect the guest itinerary from IFFI programming team and will forward it to Hotel</p>

				Desk team.
3	RSVP team	4 persons from 10 Nov to 29 <sup>th</sup> Nov 16	20 days	Persons with experience in handling film personalities, International Delegates, Senior Govt Officials with command on English and Hindi.  Knowledge of foreign language will be preferred.
4	Compere/ hostess for Red Carpet	02 Compere/hostess for 9 days (20 <sup>th</sup> Nov – 28 <sup>th</sup> Nov 2017)	09 days	The Compere/Hostess must be smartly turned out and fluent in English & Hindi with proper diction and pronunciation. Knowledge of Regional Language and Foreign Language would be preferred. The person must have knowledge of Cinema and would be required to acquaint herself with different film personalities on visiting Red carpet and Red Carpet screening of movies and requisite experience of compeering in similar past events.
5	Still photographers	5 persons	19-28 November 2017	5 Dedicated Photographers for following venues to cover the festival in best possible way.
6	Dedicated Escorts	10 20 40 10  20 40 20 10	18 <sup>th</sup> Nov. 2017 19 <sup>th</sup> Nov. 2017 20 <sup>th</sup> Nov. 2017 21 <sup>st</sup> Nov to 26 <sup>th</sup> Nov'2017 27 <sup>th</sup> Nov 2017 28 <sup>th</sup> Nov. 2017 29 <sup>th</sup> Nov 2017 30 <sup>th</sup> Nov. 2017	To escort VVIP/VIP /Intl. Jury Delegate/Film Delegates.  Detailed requirement is attached at 'Annexure A' at the end of the Tender Document.
7(A)	Ushers	40	20 <sup>th</sup> Nov. 2017	For opening ceremony/ opening film/Dinner seating plan/entrance gate/ red carpet/stage management.
7(B)	Ushers	40	28 Nov. 2017	For closing ceremony/Closing film/ entrance gate/red carpet/stage management.
8(A)	Hall Managers	4	20 <sup>th</sup> Nov. 2017	Opening ceremony
8(B)	Hall Managers	4	28 <sup>th</sup> Nov. 2017	Closing ceremony.

9	Event Coordinators**	9 persons per day	8 Nov.- 30 Nov 2017	To liason with performing artists/red carpet/masterclass/seminars/comperes/workshops/ presentation and for all the events/Flow Chart and Script writing along with their arrival-departure from hotel to venue and back as per schedule. All theatres (All INOX Theatres, Two Maquiunez theatres, open air screening, Kala Akademi) should be provided with a core team for the coordination of film screenings, presentations, red carpet etc. The compositions of the team may be as follows- i. One as coordinator ii. One technical coordinator iii. One event coordinator iv. One expert anchor/presenter Eight such teams will be required for above mentioned purpose and if for repeat screenings newly built INOX four screens are hired then four more teams will be required.
10	Escorts for film presentation	12 persons per day	20 - 30 Nov. 2017	12 persons required for escorting for presenting films in various theatres & Press conferences.Considering Press Conference/Red Carpet requirements.
11	Transport coordinators	3 person X 3 shifts	18 Nov.-30 Dec 2017.	Complete co-ordinations of transport throughout the event.

\*\*The Event Coordinator should be qualified persons to manage the flow of events [cultural components and other activities at different venues], interact with the technical personnel who are responsible for sound, lighting and audio visual arrangements and the artists/comperes.

**Name:**

**Designation:**

**Signature**

**Appendix - B****Consolidated summary of costing of various manpower to be provided and managed by the Event Management Agency****A. Manpower & Hospitality:**

S.N.	Item	Cost per person (INR)	Total Cost (INR)
1	Airport Reception Staff		
2	Hotel Reception Staff		
3	RSVP Team		
4	Compare for Red Carpet		
5	Still Photographers		
6	Dedicated Escorts		
7	Ushers		
8	Hall Managers		
9	Event Coordinators		
10	Escorts for film presentation		
11	Transport Coordinators		
		Total cost of 'A'	

**B. Cost of Road Show in all eight cities**

S.N.	City	Cost of Manpower	Cost of branding and other road show components	Total cost for the City
1	Delhi			
2	Chennai			
3	Kolkata			
4	Guwahati			
5	Mumbai			
6	Pune			
7	Bangalore			
8	Hyderabad			
				Total cost 'B'

**Consolidated summary of costs (A + B)**

S.N.	Item	Cost (INR)
1	Cost of Manpower & hospitality	
2	Cost of Road Show in all five cities	
3	GST	
4	Grand Total	

A summary of the costing as indicated in row 4 (Grand total) will be taken into consideration for determining the lowest financial bid.

**Name:****Designation:****Signature**

**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 NFDC 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**

**Appendix - D**

**List of Key Personnel:**

<b>S.N.</b>	<b>Name</b>	<b>Designation</b>

**Name:**

**Designation:**

**Signature**