

**DIRECTORATE OF FILM FESTIVALS**

**GOVERNMENT OF INDIA**

**MINISTRY OF INFORMATION & BROADCASTING**

**REQUEST FOR PROPOSAL (RFP) FROM PR AGENCY FOR 1<sup>ST</sup>  
BRICS FILM FESTIVALS, NEW DELHI, 2016 TO BE HELD  
FROM 2<sup>ND</sup> to 6<sup>TH</sup> SEPTEMBER 2016 IN SIRIFORT  
AUDITORIUM, NEW DELHI AND 47<sup>TH</sup> INTERNATIONAL FILM  
FESTIVAL OF INDIA, TO BE HELD IN GOA FROM 20<sup>TH</sup> TO 28<sup>TH</sup>  
NOVEMBER 2016**

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## **DISCLAIMER**

This request for RFP is not an offer by Directorate of Film Festivals (DFF), Ministry of Information & Broadcasting, but an invitation to receive responses from eligible interested PRA (PR AGENCY) for partnering with DFF for carrying out PR activities during the 1st BRICS Film Festival, New Delhi, 2016 to be held from 2nd to 6th September 2016 in Sir fort Auditorium, New Delhi and 47<sup>th</sup> International Film Festival 2016 scheduled from 20-28<sup>th</sup> November 2016 at Goa.

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

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

## **SCHEDULE FOR SUBMISSION OF RFP**

<b>Event</b>	<b>Date</b>
Availability of RFP Document at DFF Website	13 <sup>th</sup> July 2016
Pre-Bid Meeting	25 <sup>th</sup> July 2016 (11 AM)
Last date and time for submission of completed RFP document	3 <sup>rd</sup> August 2016 at 12:00 PM
Opening of Technical Bid, evaluation including presentation and short listing for financial bid	3 <sup>rd</sup> August 2016 02:00 PM
Opening of Financial Bid	4 <sup>th</sup> August 2016 04:00 PM

The RFP document can be downloaded from the website: HYPERLINK <http://www.dff.nic.in>. Alternatively, the document can also be obtained in person from **Deputy Director (Admn.), Directorate of Film Festivals, Siri Fort Complex, August Kranti Marg** New Delhi-110049 on any working day between 1100 to 1600 hours up to 3<sup>rd</sup> August 2016.

A pre-bid meeting will be held on 25<sup>th</sup> July 2016 **at 11:00 hrs at Siri Fort Complex, August Kranti Marg New Delhi-110049** for clarifications, if any, on the RFP document. Bidders can also visit the venues to formulate their proposals.

The completed application (response document), containing two hard copies (printed, signed and bound copies) and one soft copy (on a non-rewriteable CD - An MS Word document (compatible with MS Word 2003 or above) or an Adobe Acrobat PDF (compatible with Adobe Acrobat Reader 3.0 or higher)) of the RFP, should be submitted in a sealed cover super scribed with the title **“Expression of Interest to carry out PR activities for IFFI and BRICS film festival”**

**Management Activities for** 1st BRICS Film Festivals, New Delhi and International Film Festival of India 2016 before the last date and time at the following address:

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

**Late Applications:** Any application received after the last date and time for submission for the same, i.e., 4<sup>th</sup> August 2016 at up to 12.00 hours, shall not be accepted. Applications received after the last date shall be summarily rejected and returned unopened.

**NOTICE INVITING RFP**

**REQUEST FOR PROPOSAL (RFP)**  
**1st BRICS Film Festivals, New Delhi**  
**and 47<sup>th</sup> International Film Festival of India**  
**Directorate of Film Festivals**  
**Government of India**  
**Ministry of Information & Broadcasting**  
Film Festival Complex, Siri Fort Auditorium  
August Kranti Marg, New Delhi, 110049.

**No. 6/21/2015-FFD**

Expression of Interest to carry out **PR Activities** for 1st BRICS Film Festivals, the International Film Festival of India, New Delhi and, is invited from experienced and reputed **PR Agencies**. Detailed terms and conditions are prescribed in the RFP document, which can be downloaded from the website: HYPERLINK "<http://www.dff.nic.in>" or <http://www.dff.nic.in>. Alternatively, the document can also be obtained in person from Deputy Director (Admn.) on any working day between 1100 to 1600 hours up to 3<sup>rd</sup> August 2016.

A pre-bid meeting will be held on 25<sup>th</sup> July **2016 at 11:00 hrs at Siri Fort Complex, August Kranti Marg** New Delhi-110049, for clarifications, if any, on the RFD document. The bidders can also visit the venues to formulate their proposals.

The last date for submission of completed proposal for both **PR Activities** as prescribed, in a separate sealed cover super scribed "**Techno-Financial Bid for 1st BRICS Film Festivals, New Delhi**" and **47<sup>th</sup> International Film Festival (PR Activities)**, is **3<sup>rd</sup> august 2016** in Delhi. **Technical Bids** would be opened on the same day at 1400 hours (IST) respectively 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 **3<sup>rd</sup> August 2016, at 0400 hrs** at Delhi Office.

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

## **DEFINITIONS**

**“Applicant”** means a reputed Indian Public Relation Agencies having requisite experience in Public Relation who has applied for the RFP for partnering with Directorate of Film Festivals to carry out Public Relation Agencies during the 1<sup>st</sup> BRICS Film Festivals and 47<sup>th</sup> International Film Festival of India.

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

**“BRICS”** is the acronym for an association of five major emerging national economies: Brazil, Russia, India, China and South Africa.

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

**“RFP”** means Request for Proposal.

**“PRA”** means the Public Relation Agency

**Request for Proposal to Carry out PR Agencies during 1st BRICS Film Festivals, New Delhi 2016 and 47<sup>th</sup> International Film Festival of India**

**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 the scope of work as per Annexure I.

**Part III:** The third part of RFP consists of the financial aspects, payment terms. It also includes standard contract terms along with special contractual conditions, if any.

**Part IV:** The fourth part defines the criteria for evaluation and acceptance, both in terms of technical and financial contents.

## **General Information/Conditions**

### **Introduction:**

**1st BRICS Film Festivals 2016** :- This **1st BRICS Film Festivals 2016** is scheduled in 2-6<sup>th</sup> September 2016 to strengthen the cultural cooperation between the BRICS nations.

**2. 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.

**3.** The 47<sup>th</sup> Edition of the festival is scheduled to be held from 20<sup>th</sup> November to 28<sup>th</sup> November 2016 at Goa.

**4.** 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 PR Agency of repute for organizing various events connected with the festival.

### **SCOPE OF WORK:**

Scope of work for PR Agency broadly divided in to A) Strategic Design B) Bridge building media initiatives C) Media Campaign for pre event, during the event and post event D) Nomination of Dedicated PR Coordinator (Film Journalist) to be appointed for three months by PR Agency selected by the PR sub-committee during pre- event, during the event and post event for BRICS Film Festival 2016 and 47<sup>th</sup> International Film Festival of India. **Details are given in Annexure I.**

### **Note**

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

### **AMENDMENT OF RFP DOCUMENT:**

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



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

5. The bidders may seek clarifications in writing regarding the RFP document within one week of issue of RFP. DFF shall respond in writing to any such request for the clarifications and all such clarifications shall be posted on DFF Website (www.dff.nic.in). There shall be a pre-bid conference on 10<sup>th</sup> July 2016 at DFF at Delhi office.

## **Validity of RFP Response:**

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

## **Earnest Money Deposit**

7. An EMD of Rs. **Rs 1.25 lakh** in the form of Draft payable at New Delhi drawn in favor 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 PR Agency at the time of the submission of the bid, the tender is liable to be summarily rejected and no further correspondence in this regard shall be entertained. The EMD will be returned to unsuccessful bidders from the date of signing of contract with successful bidder.

## **Submission of Bids**

### **Technical & Financial bids**

The PR Agency 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 1st BRICS Film Festivals 2016**" and **47<sup>th</sup> IFFI** for PR Agency. The PR Agency will be required to submit the proposal as per the requirement as projected at *Annexure-I*.

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

8. The PR AGENCY shall not change/alter the quality/content of the proposal

under any circumstances, once the same has been finally approved by the DFF after the final selection of the PR AGENCY. No increase in price on any score shall be entertained.)

**Selection Process:**

10. The Techno-financial bid shall be submitted in sealed envelopes in the office of DFF, M/o of I&B, Sirifort Auditorium Complex, August Kranti Marg, New Delhi - 110049 latest by 3<sup>rd</sup> August 2016 at 1200 Hrs.

11. There would be elimination at the evaluation of the Technical bid. The proposal would first be examined to ensure whether all items as envisaged in this RFP at the desired numbers have been covered, by a committee. **Any shortcoming on this aspect will result in disqualification of a bid.** During technical bid opening, the PR AGENCYs will be called for Media Campaign presentation for duration of 10 minutes each to present their proposals. The presentation will be judged by a committee based on the proposals submitted and the presentation.

11.1 Marks as per weightage given at Part II of RFP would be given for three components (a) Turnover of last three years., (b) Experience in organizing in national and International Events in last three years and (c) Media Plan/Content Presentation and profile key personal.

11.2 Only such PR AGENCY 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. 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 PR AGENCY for financial bid opening.

All the rates must be quoted in figures as well as in words without any cutting or overwriting. In case any discrepancy in the rates quoted in figures and words, the rates quoted in words shall be considered as final and authentic. The bids will be opened in front of the bidders who will be present. Evaluation of Financial Bid will be done based on total cost quoted. Contract will be awarded to the bidder in case the bid has been determined as the lowest evaluated bid, economically feasible and responsive subject to approval of the competent authority. DFF is at liberty to reduce any item on *pro rata* basis.

12. If the PR AGENCY is finally selected, then a contract will have to be executed between the DFF and the selected PR AGENCY as per format finalized by DFF. The PR AGENCY 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, DFF shall have the right to cancel the contract at any time and make alternative arrangement at the discretion of DFF, in which case extra expenditure involved, will be recovered from the successful bidder. In the alternative, successful bidder shall be liable to pay liquidated damage @ 1 % per day subject to a maximum of 5% as an agreed pre estimate of the damage suffered.

**Payment Terms**

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**

### **TECHNICAL BID PROPOSAL**

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

1. Annual turnover for the last three consecutive financial years
2. Experience and list of managing National & International PR activities/ Media campaign handled in the last three years.
3. Details of Government sponsored events handled/arranged by PR AGENCY in Last 03 years
4. PR proposal for 1st BRICS Film Festivals 2016 and 47<sup>th</sup> IFFI.

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 and who submits the proposal in full compliance with the requirements of the RFP will be eligible for financial bid. Any deficiency in terms of any item or in terms of numbers would result in disqualification.*

## PART III

### Financial Bid

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

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

3. The costing submitted by the PR AGENCY and approved by DFF shall be the upper limit of the expenditure. It shall be up to the PR AGENCY to, anticipate and work out the various costing under the given sub-heads. The descriptive items enlisted against each festival programmes are only indicative, and it shall be the duty of the event management agency to visualize and anticipate the extra requirements if any, of the festival like refreshments for the supporting staff, incidental cost of travel, hospitality, etc. The PR AGENCY shall quote the corresponding cost accordingly, as laid down in **Annexure I**. Any subsequent increase or escalation of costs shall have to be borne by the PR AGENCY unless the same has been requested and authorized by DFF in writing. No extra items will be added without the written approval of the Festival Director, DFF. All expenditure pertaining to subsequent meetings for DFF viz Air fare, transportation, Accommodation & Incidental cost etc to be borne by PR AGENCY. No Additional Cost shall be entertained apart from the cost quoted by PR AGENCY.

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

5. The 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 PR AGENCY as per the provisions of the contract.

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

## **Part IV**

### **Evaluation of Technical Proposal**

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

#### **Technical Bid**

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

<b>S. No.</b>	<b>Technical bid</b>	<b>Total marks=100</b>
1.	Turnover	10 marks
2.	Experience in managing National and International PR Activities in last 3 years	30 marks
3.	Presentation on PR proposal	60 marks.

#### **Turnover... 10 marks** maximum

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

#### **Marking scheme for Turnover:-**

For turnover of Rs. 10 Crore for the past three financial year's i.e. 2013-14, 2014-15 and 2015-16= 3 marks.

Turnover above 10 crores but below 20 crores for the past three Years = 3 additional marks

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

The PRA will have to submit a signed statement from a practicing Chartered Accountant which will indicate the turnover for past three financial years 2013-14, 2014-15 and 2015-16 in addition the balance sheet / profit & loss statement

for the past three financial years should also be enclosed. In case the PRA fails to submit the documentary proof mentioned above, then the PRA will not be allotted proportionate marks in respect of the unavailable documentary proof for that particular item/criteria.

**Experience: 30 marks** maximum

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

**Marking Scheme for Experience**

The PR AGENCY will be allotted 8 marks per international event and 4 marks per national event executed by them in the past three years subject to maximum of 30 marks.

**NOTE:**

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

**PR Proposal: 60 marks** maximum

The PR Firm would need to submit its technical proposal covering all aspects as proposed in the scope of work mentioned in Annexure-I, which will include the PR firms, media strategy designs, proposed plans for implementing the designs, key personnel who would be involved in this task, the reach of the proposed coverage to the target areas through various mediums including electronic, print and social media.

All the bidders shall make a presentation for duration not more than 15 minutes before the committee for better appreciation of the proposal.

**Qualification for Presentation & Financial Bid**

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

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**SCOPE OF WORK FOR PR ACTIVITIES**

**SCOPE OF PR ACTIVITIES for BRICS film festival and IFFI 2016**

- i. Build hype around the festivals as the most glamorous and prestigious international film festival and media campaign of other side by activities of 1st BRICS Film Festivals 2016 and 47<sup>th</sup> IFFI 2016.
- ii. Associate eminent International and national film personalities with a view to enhance the profile of the festival.
- iii. Enable presence of eminent film personalities throughout the festival at various sections of the festival.
- iv. Cover Red Carpet events.
- v. Tie-up with media houses for both print and electronic media for exclusive coverage of events like daily Red Carpet functions etc.
- vi. To inform movie lovers and industry experts about the content and the entries in 1st BRICS Film Festivals 2016 and 47<sup>th</sup> IFFI 2016, especially the winning entries.
- vii. To drive buzz around the high standards of participating in 1st BRICS Film Festivals 2016 & winning content for 47<sup>th</sup> IFFI by educating movie lovers across the country.
- viii. Profiling 1st BRICS Film Festivals 2016 and 47<sup>th</sup> IFFI as the most sought after international film festival.
- ix. Associate eminent film journalists towards running a publicity campaign.
- x. Associate with the one of the media house for entire coverage of the festival.
- xi. To organize press conference in all the metros and major cities in India wide publicity of 1<sup>st</sup> BRICS Film Festival, New Delhi and 47<sup>th</sup> IFFI, Goa.

## **NOMINATION OF PR COORDINATOR**

The PR Firm, in its proposal, should nominate an eminent film journalist exclusively for 1st BRICS Film Festivals 2016 and 47<sup>th</sup> IFFI related PR for the entire period of engagement. For this purpose, the PR Firm should suggest a panel of film journalists along with their bio profile in their technical proposal to enable the committee to select one person for this purpose.

## **TARGET AUDIENCE AND AREAS OF PR CAMPAIGN**

### PRIMARY TARGET GROUPS

- i. Indian film industry (film makers, film producers, directors, etc) Film critics
- ii. Associations, International publications
- iii. All BRICS nations

### SECONDARY TARGET GROUPS

- i. Film Schools
- ii. Upcoming Film makers o Film lovers, etc

### TARGET AREAS

1. Goa
2. Mumbai
3. New Delhi
4. Pune
5. Bengaluru
6. Chennai
7. Hyderabad
8. Kolkata
9. Kochi
10. Thiruvananthapuram
11. All north Eastern States
12. Chandigarh and BRICS nations

## **MEDIA TOOLS**

- i. Press Release/Press Briefings / Conferences.
- ii. Coverage in print, electronic and social media – articles, interview etc with key officials of 47<sup>th</sup> IFFI, participating filmmakers and eminent film personalities and embassies of BRICS nations.
- iii. Road shows

## **THE STRATEGIC DESIGN**

PR Agency should utilize a two-pronged approach to profile 1st BRICS Film Festivals 2016 and 47<sup>th</sup> IFFI in the media.

### **a) 1st BRICS Film Festivals 2016 and 47<sup>th</sup> IFFI- THE ORGANIZING BODY:-**

- Profiling the spokespersons and the organizing committee of the film festival across key Business/Financials/ Mainlines/ Lifestyle / Film & Trade publications target markets and international film magazines.
- Interactions with the management of BRICS Film Festivals 2016 and 47<sup>th</sup> IFFI 2016.
  - i. Profiling their roles and responsibilities in the committee
  - ii. Work done in the past / present for the 47<sup>th</sup> IFFI and 1st BRICS Film Festivals 2016
  - iii. Developments in the overall festival (modifications from previous years, etc)

### **b) 1st BRICS Film Festivals 2016 and 47<sup>th</sup> IFFI - THE FESTIVAL:-**

1. Drive stories to build perception and drive the key messages of the festival in the media
  - a. Profiling the overall participation in 1st BRICS Film Festivals 2016- and 47<sup>th</sup> IFFI including the new countries which are participating in 47<sup>th</sup> IFFI 2016
  - b. Profile the entries in 1st BRICS Film Festivals 2016 and 47<sup>th</sup> IFFI 2016
    - i. Profiles of participating films, directors, producers, etc
    - ii. Profiling the winners of 1st BRICS Film Festivals 2016 and 47<sup>th</sup> IFFI, etc

### **c) Trend stories on the biggest film festivals across the globe:-**

- i. Profile 1st BRICS Film Festivals 2016 and 47<sup>th</sup> IFFI as a part of the International film festivals across the globe.

### **d) Quotes from industry experts of participating countries:-**

- i. Profiling their experiences of coming to 1st BRICS Film Festival 2016 and 47<sup>th</sup> IFFI
- ii. Their expectations from 1st BRICS Film Festival 2016 and 47<sup>th</sup> IFFI

**e) Extensively profiling Indian participants of 1st BRICS Film Festivals 2016 and 47<sup>th</sup> IFFI to build buzz around the categories:-**

- i. Profiling unique entries made by Indian film makers for IFFI and the competition films of BRICS film festival.
- ii. Profiling celebrity film makers who are participating in 1st BRICS Film Festival 2016 and 47<sup>th</sup> IFFI 2016
- iii. Quotes from Indian celebrities on their expectations from 1st BRICS Film Festival 2016 and 47<sup>th</sup> IFFI

**f) Profiling the winners of 1st BRICS Film Festival 2016 and 47<sup>th</sup> IFFI**

Best Film / Best Director / Best Actor (Male) / Best Actor (Female) / Special Jury Award

**BRIDGE BUILDING MEDIA INITIATIVES**

In order to build awareness across the country, following are some initiatives suggested during the pre-festival period:

1) **1st BRICS Film Festival 2016 and 47<sup>th</sup> IFFI:** A) Media Campaign for 1st BRICS Film Festival 2016 and 47<sup>th</sup> IFFI Branding in terms of film content and value addition to the Indian Film Industry, B) Making a compilation of promos of the entries in 1st BRICS Film Festival 2016 and 47<sup>th</sup> IFFI and sharing it with the media pan India to create interest and build the buzz around 1st BRICS Film Festival 2016 and 47<sup>th</sup> IFFI amongst key media influencers.

**OTHER IDEAS**

1) Educating and Engaging movie lovers across the country about the content in 1st BRICS Film Festival 2016 and 47<sup>th</sup> IFFI to leverage its imagery as the most prestigious international movie festival in Asia and the BRICS member countries.

**ACTIVATION**

The above strategy may be divided across three phases:-

**PHASE I – PRE EVENT (1st BRICS Film Festival 2016 and 47<sup>th</sup> IFFI)**

## **Create Pre event buzz and build up to the event in the media across target markets**

- 1) Issue an update release every week highlighting the progress of the festival.
- 2) 1 -2 Interactions with the committee members/ key spokesperson every week on developments, profiling of the festival.
- 3) 1 -2 feature stories every week profiling the trends, participation profiles, updates, quotes from celebrities, etc on **1st BRICS Film Festival 2016 and 47<sup>th</sup> IFFI**.
- 4) Implementing bridge building initiatives with key media across the country.
- 5) Pre -event press conference in Major Cities to announce the official launch of the festival

## **PHASE II – EVENT**

### **Manage media expectation and profile the event as a sophisticated, international film festival**

- 1) Invite select media (reporters & photographers) for the event from within Goa/Delhi and other key cities in India.
- 2) Initiate one-on-one media interactions with select local and national publications/ News Channels and other medium of mass communication on daily events.
- 3) Nationwide dissemination of press release along with photograph to media on daily basis.
- 4) Daily coverage of all events of 1st BRICS Film Festival 2016 in all local and national print and electronic media on daily basis.

## **PHASE III – POST EVENT**

Profile the success of 1st BRICS Film Festival 2016 and 47<sup>th</sup> IFFI and leverage its positioning as a prestigious international film festival

- i. Achievements and highlights of 1st BRICS Film Festival 2016 and 47<sup>th</sup> IFFI to be given wide publicity.

- ii. Profiling the winners of the festival through interactions with the media
- iii. Highlighting quotes from the celebrities who attended the event to showcase its success
- iv. Profiling Indian entries that won at 1st BRICS Film Festival 2016 and 47<sup>th</sup> IFFI.
- v. A dossier of all articles received for the event to be submitted to 1st BRICS Film Festival 2016 and 47<sup>th</sup> IFFI.
- vi. Submit final media report on the 1<sup>st</sup> BRICS Film Festival and 47<sup>th</sup> IFFI 2016

The rates being quoted by PR firm should take into account the following expenses as well:

- a. Printing of collaterals, folders and other merchandise (If any)
- b. Fabrication of backdrops, banners, etc (if any)
- c. Photography, videography charges (if any)
- d. Venue booking and F&B for press conferences & briefings (if any)
- e. Media entertainment expenses (if any)
- f. Expenses incurred on travel, lodging & boarding (if any)
- g. Cost of hiring celebrities for launch conferences (if any)
- h. Any creative / event coordination services rendered by the agency (if any)
- i. Activities coordinated in any city other than those mentioned above (if any)
- j. Photocopying and stationery
- k. Outstation calls
- l. Local Conveyance expenses
- m. Outstation courier charges
- n. Media tracking costs
- o. Media related expenses
- p. Monthly docket expense

## **ANNEXURE -II**

### **Consolidated summary of costing of various events to be managed and executed by the event management agency for 47<sup>th</sup> IFFI**

<b>S. No</b>	<b>Item</b>	<b>Price quoted 2016</b>
1.	Strategic Design	
2.	Implementation of Media Campaign	
3.	Media Tools	
4.	Manpower/Human Resource	
5.	Coverage for red carpet and press conference	
6.	Bridge building media incentives	
7.	Total cost	
8.	Service tax	
9.	Grand total	

### **Consolidated summary of costing of various events to be managed and executed by the event management agency for 1<sup>st</sup> BRICS Film Festival**

<b>S. No</b>	<b>Item</b>	<b>Price quoted 2016</b>
1.	Strategic Design	
2.	Implementation of Media Campaign	
3.	Media Tools	
4.	Manpower/Human Resource	
5.	Coverage for red carpet and press conference	
6.	Bridge building media incentives	
7.	Total cost	
8.	Service tax	
9.	Grand total	

### **Consolidated summary of the 1<sup>st</sup> BRICS Film Festival and 47<sup>th</sup> IFFI**

<b>S. No</b>	<b>Item</b>	<b>Price quoted 2016</b>
1	<b>47<sup>th</sup> IFFI</b>	
2	<b>1<sup>st</sup> BRICS Film Festival</b>	
	<b>Total</b>	

A summary of the costing as indicated in row 9 (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>S. NO</b>	<b>NAME OF THE PR AGENCY</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>

**Footnote:**

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

**Name:**

**Designation:**

**Signature:**



**EXPERIENCE IN RELATED ACTIVITIES**

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

**FOOTNOTE**

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

**Name:**

**Designation:**

**Signature:**

**ANNEXURE V**

**EARNEST MONEY DEPOSIT**

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

**Name:**

**Designation:**

**Signature:**

**CONTRACT**

**BETWEEN**

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

**AND**

**[NAME OF THE PUBLIC RELATIONS AGENCY]**

**DATED:**

## **I. Form of Contract**

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

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

### **WHEREAS**

(a) the PRA, 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 PRA 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 Work

Appendix B: costing of various activities/ 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)

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

(a) the PRA shall carry out and complete the Services in accordance with the provisions of the Contract; and

(b) the “Employer” shall make payments to the PRA 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 -----

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

In presence of

(Witnesses)

- (i)
- (i)

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

In presence of  
(Witnesses)

- (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) “PRA” 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 PRA, as the case may be, and “Parties” means both of them.

(i) “Personnel” means professionals and support staff provided by the PRA or by any Sub-Contractor of PRA 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 PRA pursuant to this Contract, as described in Appendix A hereto.

(l) “Sub-Contractors” means any person or entity to whom/which the PRA 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 PRA. The PRA, 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 PRA may be taken or executed by the officials specified in the SC.

1.8 **Taxes and Duties:** The PRA, 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 PRA 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 PRA were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the PRA having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- (b) The Employer may also sanction against the PRA, including declaring the PRA ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the PRA 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 PRA instructing the PRA 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 PRA 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 PRA, upon instructions by the “Employer”, shall either:

- i) demobilize,; or
- ii) continue with the Services to the extent possible, in which case the PRA 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 PRA fails to remedy a failure in the performance of its obligations hereunder,
- b) If the PRA becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the PRA fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- d) If the PRA, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

- e) If the PRA submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- f) If the PRA 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 PRA.

**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 PRA 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 PRA 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 PRA will be required to pay any such liquidated damages to Employer within 30 days of termination date.

### **3. OBLIGATIONS OF THE PRA**

#### **3.1 General**

**3.1.1 Standard of Performance:** The PRA 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 PRA 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 PRA 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 PRA 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 PRA (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 PRA 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 PRA to be the Property of the “Employer”:** All plans, drawings, specifications, designs, reports, other documents and software prepared by the PRA for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the PRA 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 PRA 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 PRA and third parties for purposes of development of any such computer programs, the PRA 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. PRA’s PERSONNEL AND SUB-ONTRACTORS**

**4.1 General:** The PRA 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 PRA, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the PRA 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 PRA 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 PRA 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 PRA, and Personnel with work permits and such other documents as shall be necessary to enable the PRA 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 PRA 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 PRA 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 PRA in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the PRA 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 PRA under this Contract, the “Employer” shall make to the PRA such payments and in such manner as is provided by Clause GC 6 of this Contract.

## **6. PAYMENTS TO THE PRA**

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

- a) The total cost of the Services payable is set forth in Appendix-B as per the PRA’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 PRA 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 PRA 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 PRA specifying in detail deficiencies in the Services, the final report or final statement. The PRA 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 PRA with / without modifications to be communicated in writing by the Employer to the PRA.
- e) If the deliverables submitted by the PRA 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 PRA 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 PRA 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 PRA of any obligations

hereunder, unless the acceptance has been communicated by the Employer to the PRA in writing.

- h) In case of early termination of the contract, the payment shall be made to the PRA as mentioned here with: A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the PRA 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 PRA's default in maintaining the agreed time frame / scheduled set of activities as detailed in this Contract, the PRA 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/PRA 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/PRA 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/PRA 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/ PRA 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:  PRA Attention: Fax:
		The Authorized Representatives are: For the "Employer": For the pra:
		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 activities/ 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**

### **Weekly Report to be submitted by PR Agency on completion of the assignment**

1. Details of articles, reports, interviews / interactions with the film personalities appeared in the print media.
2. Details of coverage in the electronic media.
3. Details of road shows/ press conferences.
4. Report on social media interactions.

#### **Note:**

1. *The above report should be submitted by PR Agency on weekly basis.*
2. *The above information should be supported with documentary proof such as copies of press coverage and soft copies of electronic media coverage.*
3. *An assessment by DFF in qualitative and quantitative terms duly taking into consideration into the proposal submitted by the PR Agency would be made.*

### **CERTIFICATE**

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

**Director, DFF**