

DIRECTORATE OF FILM FESTIVALS

GOVERNMENT OF INDIA

MINISTRY OF INFORMATION & BROADCASTING

**REQUEST FOR PROPOSAL (RFP) FOR EVENT MANAGEMENT
OF INTERNATIONAL FILM FESTIVAL OF INDIA (IFFI), 2015
TO BE HELD FROM 20th to 30th NOVEMBER 2015 IN GOA**

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DISCLAIMER

This request for RFP is not an offer by Directorate of Film Festivals (DFF), Ministry of Information & Broadcasting, but an invitation to receive responses from eligible interested Event Management Agencies (EMA) for partnering with DFF for carrying out event management activities during the International Film Festival of India (IFFI) which is scheduled to be held in Goa from 20th to 30th November 2015.

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 for Event Management

Event	Date
Availability of RFP Document at IFFI/DFP Website	16th June 2015
Pre-Bid Meeting	14th July 2015
Last date and time for submission of completed RFP document	23rd July 2015 at 1:00 PM
Opening of Technical Bid, evaluation including presentation and short listing for financial bid	24 th July 2015
Opening of Financial Bid	27 th July 2015

The RFP document can be downloaded from the website: HYPERLINK "<http://www.dff.nic.in>" <http://www.iffi.nic.in>. Alternatively, the document can also be obtained in person from **Deputy Director (Admn), Siri Fort Complex, August Kranti Marg** New Delhi-110049 on any working day between 1100 to 1700 hours up to **23rd July 2015**.

A pre-bid meeting will be held on 14th July 2015 at **Siri Fort Auditorium, Complex August Kranti Marg New Delhi-110049**.

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 a sealed cover(As per the details uploaded on the website) super scribed with the title **“Expression of Interest to carry out Event Management Activities for International Film Festival of India (IFFI)”**, 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., 24th July 2015 at 14:00 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)

International Film Festival of India (IFFI-2015)

Government of India
Ministry of Information & Broadcasting
Film Festival Complex, Siri Fort Auditorium
August Kranti Marg, New Delhi, 110049.

No. 24/1/2015-IFFI

Expression of Interest to carry out **Event Management Activities** (Opening and Closing Ceremonies / Opening day Dinner/Director's Dinner/Red Carpet and Manpower Requirement etc.) and Expression of Interest to carry out **Event Management Activities** for International Film Festival of India (IFFI), to be held on 20-30 November 2015 at Goa, are invited from experienced and reputed **Event Management Agencies**. Detailed terms and conditions are prescribed in the RFP document, which can be downloaded from the website: HYPERLINK "<http://www.iffi.nic.in>" or <http://www.dff.nic.in>. alternatively. The document can also be obtained in person from Deputy Director (Admn/IFFI) on any working day between 1100 to 1700 hours up to 23rd July 2015.

A pre-bid meeting will be held on 14th July 2015 at **1130 hrs at Siri Fort Complex, August Kranti Marg New Delhi-110049**, 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 **Event Management** as prescribed, in a separate sealed cover super scribed "**Techno-Financial Bid for IFFI 2015** is **1230 Hrs. on 23rd July 2015** in Delhi. **Technical Bids** would be opened on 24th July at 1430 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 **27th July 2015, at 1500 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 Event Management Agencies having requisite experience in event management who has applied for the RFP for partnering with DFF to carry out event management agencies during the International Film Festival of India 2015.

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

“DFF” means Directorate of film festivals

“IFFI” means International Film Festival of India

“RFP” means Request for Proposal

“EMA” means the Event Management Agency

Request for Proposal to Carry out Event Management Activities during International Film Festival of India 2015

SUMMARY

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

- Part I:** The first part consists of the general requirement. It includes procedure and last date and time for submission of offers, opening of bids and other details.
- Part II:** The second part of the RFP incorporates the aspects of technical details describing various aspects like organization of events, Engaging Celebrity Comperes, cultural programmes, red carpet events .The detailed requirements are given at Annexure.
- 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:

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

2. The 46th Edition of the festival is scheduled to be held from 20th November to 30th November 2015 at Goa. The organizers of the festival, with a view to enhance the profile of the festival in terms of content and organization, proposes to engage an Event Management Agency of repute for organizing various events connected with the festival

SCOPE OF WORK:

3. Event management of Opening and Closing Ceremonies / Opening day Dinner/Director's Dinner/Red Carpet (All ten days)/ Merchandising and other activities associated with these events, of the 46th International Film Festival of India (IFFI). Broadly, the event management involves, ushering of VIPs, invitees, escorting VVIP's to the opening ceremony venue, dinner venue and closing ceremony venue and return at the festival hotel. Designing and supply of Merchandising items on IFFI, producing short clips on Life Time Achievement Award winner and Centenary Award Winner (for opening night) and on award winning movies of IFFI 2015 (for closing night), AV on glimpses of IFFI, TV Commercials etc. Details are given in ***Annexure-I***

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

- A. Video clips on Life Time Achievement Award Winner, Centenary Award Winner for opening function and on award winning films for closing function, AV on glimpses of IFFI etc. as per annexure.
- B. Receiving the VIP's, artists, performers and film personalities at the Air Port, taking them to the designated hotel and ensuring their arrival at venue as per their schedule, taking back to hotel and helping them in their departure. [to be done in close coordination with Hospitality Unit of DFF.]
- C. One RSVP unit which will be responsible for distribution of invitations to invitees, seek the convenience of VIP invitees and making seating arrangements in consultation with DFF.

- D. Putting in place an ushering arrangement for all the events like opening day, film screenings, panel discussions, exhibitions, rehearsal during the award function.
- E. Provision of Team Leader with a team who will be controlling the flow of events including backstage arrangements during opening and closing ceremonies.
- F. One compere for covering daily red carpet events (10 days)
- G. Décor & table arrangements for 2 Dinners including escorting arrangements.
- H. Technical requirements during the opening, closing and during all the events.

5. In addition to the above, the EMA is required to organize/arrange the following :-

- a. **Cultural programme of ½ hour duration during the opening and closing events which will reflect the cultural diversity of the country as well as the rich heritage of Indian Cinema.**
- b. **Celebrity compere for opening and closing function- one male and one female- total four personalities all must be persons of repute from the Indian Film Industry.**

The costing would be separately indicated as per Annexure- VII

Note – 1

- a) **While the above requirements have been worked out taking into consideration various events planned so far, EMA should be in a position to cater to any change in requirement and the proposal should be worked out accordingly.**
- b) **All the personnel deployed should be well versed with their duties, responsibilities and conversant in Hindi and English. All the personnel deployed should be suitably attired in uniform with IFFI logo.**

Note-2

- a) **Venue for the dinners would be finalized by IFFI. Vehicles for VIPs/ delegates would be provided by Govt of Goa/IFFI.**
- b) **Vehicles will be arranged by EMA for their team and for Performing Artist.**
- c) **Accommodation will be arranged by EMA for their team and for Performing Artist.**

AMENDMENT OF RFP DOCUMENT:

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

CLARIFICATIONS TO RFP/ PRE-BID CONFERENCE:

5. The bidders may seek clarifications in writing regarding the RFP document within one week of issue of RFP. DFF shall respond in writing to any such request for the clarifications and all such clarifications shall be posted on IFFI Website (www.iffi.nic.in). There shall be a pre-bid conference on *14th July 2014* at IFFI DFF at Delhi office. All bidders may inspect the venues as well at Goa and seek clarifications if required.

VALIDITY OF RFP RESPONSE:

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

EARNEST MONEY DEPOSIT

7. An EMD of **Rs 05 lakhs (Rupees five lakh only)** in the form of a Demand Draft payable at New Delhi drawn in favour of **PAO (MS), Ministry Of I&B, New Delhi** valid till three months must be submitted along with the Proposal. In case the same is not furnished by the EMA at the time of the submission of the bid, the tender is liable to be summarily rejected and no further correspondence in this regard shall be entertained. The EMD will be returned to unsuccessful bidders from the date of signing of contract with successful bidder.

SUBMISSION OF BIDS

TECHNICAL & FINANCIAL BIDS

8. 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 IFFI 2015**” for Event Management . The EMA will be required to submit the proposal as per the requirement as projected at *Annexure-I*.

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

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

10. 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 DFF with the best possible options at a reasonable cost. The EMA must give an undertaking to the effect that all the creative designs belong to it and DFF shall not be liable in any manner for copyright infringement. In case DFF selects the creative’s submitted by the EMA then the actual execution of the event shall conform to the creative’s submitted by EMA and approved by DFF, failing which DFF shall be at liberty to deduct, necessary charges, as deemed fit. **It may also be noted that DFF would develop basic common designs for the look and feel of the festival with the help of an eminent Art Directors. EMA should be in a position to adopt these designs.** The EMA shall be specific, focused and shall bring out the exact plan of action for 46th IFFI 2015 at Goa.

11. **The EMA is also required to quote separately for cultural components and celebrity comperes as per Annexure VII [The procedure is explained at Sl.No.6 to Annexure I.**

Selection Process:

12. 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 at 1230 Hrs. There would be elimination

at the evaluation of the Technical bid. During technical bid opening, the EMAs will be called for creative presentation for duration of 10 minutes each to present their proposals. The creative's will be judged by a committee on event management based on the proposals submitted and the presentation. Only such EMA who qualify technically would be invited for financial bid opening. Appropriate weightage only as per scheme indicated at Part IV of this RFP would be taken into account in arriving at a decision for short listing of the EMA for financial bid opening.

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

14. 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 reduce any item on *pro rata* basis.

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

Performance Guarantee

16. 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 within prior to signing the contract. Failure to provide such guarantee will result in disqualification and the contract will be awarded to the next lowest bidder and the bid security shall be forfeited.

Liquidated damages

17. 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.

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

Payment Terms

18. 30% of the contract value shall be paid as advance against submission of bank guarantee to the equal amount valid for two months beyond the expiry of the contract. Balance 70% shall be paid on successful completion of the contract which will involve the procedure as detailed in the contract.

PART II

TECHNICAL BID PROPOSAL

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

1. Annual turnover for the last three consecutive financial years
2. Experience and list of managing National & International events handled in the last three years.
3. Creative's and Content Plan.
4. Details of Government sponsored events handled/arranged by EMA in Last 03 years

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

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

PART III

FINANCIAL BID

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

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

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

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

5. In addition, the bidder may quote separately for cultural components and celebrity compere as per **Annexure-VII**. The procedure has been explained at Sl.No.6 of **Annexure I**.

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). **The L1 will be decided based on the quotation as at Annexure II.**DFF is at liberty reduce any item on *pro rata* basis.

PART IV

EVALUATION OF TECHNICAL PROPOSAL

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

TECHNICAL BID

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

S. No.	Technical bid	Total marks=100
1.	Turnover	10 marks
2.	Experience in managing National and International events in last three year	30 marks
3.	Creative content presentation	25 marks.
4.	Creative, Set designing, Floral Décor and other Including arrangement for dinners Etc	10 marks
5.	Lighting and SFX design Plan	10 marks
6.	Content including red carpet etc	10 marks
7.	Infrastructure available, Human Resource and facilities	05 marks

Turnover... 10 marks maximum

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

MARKING SCHEME FOR TURNOVER

4. Following marking scheme would be adopted for turnover :-

- (a) For turnover of Rs. 25 Crore per financial year for the past three consecutive financial year's i.e. 2012-13, 2013-14 and 2014-15 = 3 marks.

- (b) Turnover above 25 crores per financial year but below 30 crores for the past three Years = 3 additional marks.
- (c) Turnover above 30 crores per financial year for the past three years = 4 additional marks.

5. The EMA will have to submit a signed statement from a practicing Chartered Accountant which will indicate the turnover for past three financial years 2012-13, 2013-14 and 2014-15 in addition the balance sheet / profit & loss statement for the past three financial years should also be enclosed. In case the EMA fails to submit the documentary proof mentioned above, then the EMA will not be allotted proportionate marks in respect of the unavailable documentary proof for that particular item/criteria.

Experience: 30 marks maximum (In terms of number of national and international events handled)

6. 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 EMA, at the time of submission of the tender.

MARKING SCHEME FOR EXPERIENCE

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

NOTE:

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

Creative content: 60 marks maximum

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

presentation, the designs, concept of signages, originality of ideas and the proposal put forth by the EMA for making IFFI an international event. The creative content will however be restricted to the festival programme as finalized by the IFFI only.

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

10. All the bidders shall make a presentation for duration not more than 15 minutes before the committee for better appreciation of the creative contents/cultural programmes/celebrity comperes proposed by them.

QUALIFICATION FOR FINANCIAL BID

11. Only those bidders who fulfill the requirement mentioned in PART II and who score minimum **70 marks** will qualify and financial bid opening.

Annexure-I

Details of Proposed Festival Programme for IFFI 2015 to be managed by the Event Management agency

1. OPENING CEREMONY AND CLOSING CEREMONY:

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

The EMA will organize and execute an Opening Ceremony and Closing Ceremony befitting an International Film Festival. The proposed venue will be at the **Shayama Prasad Mukhrjee Indoor Stadium, Panjim, Goa** Infrastructure and other logistics shall be provided by Govt. of Goa. In case additional items are required then the same shall be specified and accounted for in the financial quote.

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

1. Opening and Closing Ceremony [arrangements for opening and closing ceremonies other than stage/venue décor, technical arrangements and manpower]

Sl.No.	Description of work	Amount
1.	Venue (a) Block wise seating (b) Signages for the demarcation of seating/name plates (c) Back stage arrangements including refreshments for artists etc. (d) Properties for stage including ceremonial lamp, presentation trays etc.	
2.	Badges, walkies, Teleprompters (2) clearcoms for crew, vanity vans (caravans) for artists etc.	

2. Manpower Requirements [Airport Reception, escorting, ushering, Hospitality etc.] Total cost for the same to be reflected in Annexure - II

Manpower Requirements					
Sl.No	Unit	No. of persons	No. of days/Dates	Requirements/Nature of work	Amount
1	Airport Reception	04 persons x 03 shifts	12 persons/day (18 Nov - 02 Dec 15)	Persons with experience in handling film personalities are preferred.	
2	Hotel Reception	04 persons x 03 shifts	12 persons/day (18 th Nov -02 Dec. 2015	Persons with experience in handling film personalities are preferred.	

3	RSVP team	4 persons from 10 Nov – 30 Nov. 2014	20 days	Persons with experience in RSVP and coordinating with senior Govt. officials for various activities are preferred.	
4	Compere for Red Carpet	1	09 days	To co-ordinate with media and the films delegates with background of compereing	
5	Dedicated Escorts	10	18 Nov - 02 Dec. 2015	To escort VVIP/VIP /Intl. Jury/Chinese Delegate and Film Delegates	
		10	19 Nov.2015		
		30	20 Nov.2015		
		10	29 Nov.2015		
		30	30 Nov.2015		
		10	01 Dec.2015		
6	Ushers	40	20 th Nov.2015	For opening ceremony/opening film/Dinner seating plan/entrance gate/red carpet/stage management.	
	Ushers	40	30 Nov.2015	For closing ceremony/Closing film/ entrance gate/red carpet/stage management.	

7	Hall Managers	2	20th Nov. 2015	Opening ceremony	
		2	30th Nov. 2015	closing ceremony.	
8	Event Coordinators**	4	10 Nov.- 02 Dec 2015	To liason with performing artists/red carpet/master class/seminars/comperes / presentation and for all the events/Flow Chart and Script writing.	
9	Escorts for film presentation	10	20 - 30 Nov.2015	10 persons required for escorting for presenting films in various theatres & Press conferences.	
10	Co-coordinators'	2 person X 2 shifts	10-30 November, 2015	Coordination with Invited Delegates for their arrivals, Allotment of rooms & Departure/ co-ordination with Media /Technicians	
11	Transport coordinators	3 person X 3 shifts	18 Nov.-01 Dec 2015.	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 tech savvy, equipped with mobile and laptops and the costs shall be borne by the EMA.
4. All the persons deployed should be with proper Govt. ID cards and submit latest photo, address and contact details.
5. All deployed persons should have protocol knowledge.
6. EMA shall be responsible for the safety, security and payments to the staff deployed and IFFI Secretariat shall not be responsible for any financial or such matters directly with the staff deployed.
7. The ushering and other personnel who are deployed for opening on 20th November and closing on 30th November should be available for rehearsals on 19th and 29th Nov.2015.
8. Other Requirements: Seating arrangements, name plates, block signage and provision of properties for stage such as presentation trays, lamp for lighting of lamp event etc.

9. Any change payable to airport towards deployment of person & lounge should be borne by EMA.
10. All the personnel of EMA on duty including person at airport should be in uniform duly displaying IFFI logo.

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

3. Venue Décor and Technical Requirements: Total cost for the same to be reflected in Annexure – II

S.No	Main Element Sub elements in details	Cost
1.	ENTRANCE ARCH - MAIN (ENTRY & EXIT) - 2NOS. 74ft x 20ft	
2.	ENTRANCE ARCH - FOR VVIP	
3.	ENTRANCE ARCH - FOR PUBLIC	
4.	RED CARPETING - OUT SIDE - FOR VIP Welcome red carpeting - car drop area to VVIP entrance	
5.	MOJO BARRICADING Mojo barricading- car drop area to VVIP entrance	
6.	MEDIA PLATFORM IN 3 LEVEL Platform in 3 different level for media with carpet finish on top	
7.	FLEX BACKDROP FOR MEDIA Wooden framing with flex mounting & balck cloth finish behind	
8.	FOYER WALL Back wall with graphics	
9.	VIP - PATHWAY AREA - RED CARPETING 10ft wide welcome red carpeting - VVIP entrance to stage front area	
10.	FLEX- BRANDING WALLS - ALONG THE VVIP PATHWAY AREA Upto 8ft height flex wall to cover the existing walls - VIP entrance to stage area Minimum of 12 walls in different sizes x 8ft ht.	
11.	MAIN STAGE ON EXISTING STAGE	
12.	STAGE SKIRTING MASKING	
13.	LED PLATFORM ON EITHER SIDES (with blue skirting) Stage - 16ft x 4 ft x 4ft ht. - 2nos.	
14.	CENTER LED PLATFORM ON STAGE Stage - 30ft x 8 ft x 3ft ht. -	
15.	CENTER LED SCREEN - 30ft x 12ft - 1 nos. (or according to design and size of stage.)	

16.	SIDE LED SCREEN - 12ft x 16ft -2 nos.	
17.	STAIRCASE ON EITHER SIDE OF THE STAGE - 2nos.	
18.	STAGE DÉCOR WITH LIGHT AND SOUND REQUIREMENT (In accordance with the overall programme, cultural component and design)	
19.	SIGNANGES STAND -20nos.	
20.	LIGHTING AS PER REQUIREMENT (Including illumination of venue)	
21.	SOUND AS PER REQUIREMENT	

NOTE: Stage designs, entrance arch and creative will be executed by EMA. The basic design would be provided by DFF based on the designs suggested by designated art director. EMA would need to develop the design based on the basic design with the approval of DFF. Details of work executed in connection with stage/venue décor and sound/ light arrangements during the last year is given at Annexure VIII for reference purposes to enable the EMA to visualize the Scope of Work. The sounds equipment and lights will be required as per EMA's stage decor and sound arrangement as well as the cultural component. The arrangement will be as per International festival standards.

4. ORGANIZATION OF RED CARPET EVENT DURING IFFI for 10 days:

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

The EMA will be required to organize Red Carpet event on all the days of the festival including the opening and closing ceremonies. A separate stand for the media shall be created outside the entrance of the Old GMC building which can allow about 100 media persons including photographers and videographers to cover the event. It should also involve suitable barricading of the venue during the event. The event will be held every day. The event has to be covered by the professional announcer and sound system of 1000 watts will have to be provided during the event. The EMA will have to manage the dignitaries and set up the time table for the dignitaries walking the Red Carpet and should also incur the cost of anchors. The event will be held at the entrance of the Old GMC Building and the guests will enter the INOX multiplex through the main entrance.

S.No	Requirements	Cost
1.	Daily Comperes (9 days)	
2.	Photographers (9 days)	
3.	Media Barricading at Old GMC Compound	

5. Audio Visual and TVCs for 46th IFFI

S. No	Requirements	Duration	Cost
1.	AV on lifetime Achievement Award	2 to 3 Min.	
2.	AV on Centenary Award (Personality)	2 to 3 Min.	
3.	AV on Award Winners	5 to 7 Min.	
4.	AV on Glimpses of 46th AV	10 to 12 Min.	

6. Addition costing on account of cultural components for opening and closing function as well as celebrities comperes.

Apart from the above activities, the EMA is required to organize/arrange the following;-

- (a) Cultural programme of ½ hour duration during the opening and closing events which will reflect the cultural diversity of the country as well as the rich heritage of Indian Cinema.
- (b) Celebrity compere for opening and closing function- one male and one female- total four personalities all must be persons of repute from the Indian Film Industry.

The broad concepts for the cultural components and broad list of suggested names for compere would be shared with the participating bidders who attend the pre-bid meeting on *14th July 2015* The bidders may also make their suggestion during the meeting. A commonly approved concept and broad list of personalities would be shared with those who attend the meeting and the bidders are expected to work out several combination of proposal with costing (which will be all inclusive) and submit as separate proposal. **The L1 will be finalized based on price quoted in Annexure-II and the cultural component and celebrity compere would be selected out of the choice submitted by the L1 in this regard as at Annexure VII and would be asked to undertake the task relating to cultural component and celebrity compere at addition cost.**

Note : The cost quoted for cultural components and celebrity comperes should be all inclusive and no additional costs on account of anything would be allowed. The EMA should also note that they must be in a position to engage the group and personality which they propose in the additional quote. Once the cultural groups and celebrity comperes are finalized, no changes would be entertained and any change would attract levying of damages as mentioned at para 17.1 of part I.

ANNEXURE -II

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

S. No	Item	PRICE
		QUOTED
1.	Opening and Closing Ceremony	
2.	Manpower	
3.	Technical requirements , stage and venue décor	
4.	Red carpet events	
5.	Audio-Visual Production	
6.	Total cost	
7.	Service tax	
8.	Grand total	

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

A summary of the costing as indicated in row 7 (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

S. NO	NAME OF THE EMA	2012-13	2013-14	2014-15

Footnote:

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

Name:

Designation:

Signature:

ANNEXURE IV

EXPERIENCE IN RELATED ACTIVITIES

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

FOOTNOTE

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

Name:

Designation:

Signature:

EARNEST MONEY DEPOSIT

S. No	Bank Drawn	Value in Rs	DD No.
		05 lacks	

Name:

Designation:

Signature:

CONTRACT

BETWEEN

**Directorate of Film Festivals (DFF)
MINISTRY OF INFORMATION & BROADCASTING**

AND

[NAME OF THE EVENT MANAGEMENT AGENCY]

DATED:

I. Form of Contract

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

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

WHEREAS

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

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

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

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

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

Appendix A: Scope of Works

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

Appendix C: Proforma of daily report / certificate

Appendix D: List of key personnel

Appendix E: List of equipments and list of merchandise items

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

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

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

the provisions of the Contract.

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

Signed by -----

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 [EMA]
[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) "EMA" means any private or public entity that will provide the Event Management Services to the "Employer" under the Contract.

(c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.

(d) "Day" means calendar day.

(e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.

(f) "GC" means these General Conditions of Contract. (g) "Government" means the Government of India

(h) "Party" means the "Employer" or the EMA, as the case may be, and "Parties" means both of them.

(i) “Personnel” means professionals and support staff provided by the EMA or by any Sub-Contractor of EMA and assigned to perform the Services or any part thereof;

(j) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

(k) “Services” means the work to be performed by the EMA pursuant to this Contract, as described in Appendix A hereto.

(l) “Sub-Contractors” means any person or entity to whom/which the EMA subcontracts any part of the Services.

(m) “Third Party” means any person or entity other than the “Employer”, or the Consultant.

(n) “In writing” means communicated in written form with proof of receipt.

1.2 **Relationship Between the Parties**

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

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

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

1.5 **Notices**

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

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

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

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

1.8 **Taxes and Duties:** The EMA, Sub-Contractors and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied

under the applicable laws of India.

1.9 **Fraud and Corruption**

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

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

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

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

(b) The Employer may also sanction against the EMA, including declaring the EMA ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the EMA has, directly or through an

agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer- financed contract;

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

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

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

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

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

2.6 Force Majeure

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

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-contractors or agents or employees, nor (ii) any event which a diligent Party could

reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

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

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

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

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

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

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

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

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

2.7 Termination

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

- a) If the EMA fails to remedy a failure in the performance of its obligations hereunder,
- b) If the EMA becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the EMA fails to comply with any final decision reached as a result of arbitration

proceedings pursuant to Clause GC 8 hereof.

- d) If the EMA, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the EMA submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- f) If the EMA fails to provide the quality services as envisaged under this Contract.
- g) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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

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

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

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

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

3. OBLIGATIONS OF THE EMA

3.1 General

3.1.1 Standard of Performance: The EMA shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective

equipment, machinery, materials and methods. The EMA shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.2 Confidentiality: Except with the prior written consent of the “Employer”, the EMA and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the EMA and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

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

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

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

4. EMA’s PERSONNEL AND SUB-ONTRACTORS

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

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

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

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

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

5. OBLIGATIONS OF THE “EMPLOYER”

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

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

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

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

6. PAYMENTS TO THE EMA

6.1 Total Cost of the Services

- a) The total cost of the Services payable is set forth in Appendix-B as per the EMA’s

proposal to the Employer and as negotiated thereafter.

b) Except as may be otherwise agreed under Clause GC 2.5 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-B.

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

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

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

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

deliverable and which is accepted by the Employer.

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

7. FAIRNESS AND GOOD FAITH

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

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

8. SETTLEMENT OF DISPUTES

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

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled

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

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

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

9. Liquidated Damages

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

9.2 The liquidated damages shall be applicable under following circumstances:

(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 Contractor/EMA shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

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

III. SPECIAL CONDITIONS OF CONTRACT:

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

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

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

In the
presence of

(Witnesses)

IV. APPENDICES

Appendix A: Scope of Works

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

Appendix C: Proforma of daily report /

certificate Appendix D: List of key personnel

Appendix E: List of equipments and list of merchandise items

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

REPORT BY EMA**Opening**

S. No.	Item	
1.	Number of manpower giving breakup of celebrity comperes, technicians, artists, ushers, escorts, security personnel	
2.	Number of invitation issued	
3.	Number of RSVP done including no. of name plates. .	
4.	Details of VIP/ celebrities/ Delegates escorted.	
5.	Video clip on Lifetime Achievement Award Winner	

Dinner

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

Closing

S. No.	Item	
1.	Number of manpower giving breakup of celebrity comperes, technicians, artists, ushers, escorts, security	

	personnel	
2.	Number of invitation issued	
3.	Number of RSVP done including no. of name plates. .	
4.	Details of VIP/ celebrities/ Delegates escorted.	
5.	Video clips on Award winning films	

Daily Red Carpet Events

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

Summary of Events by EMA giving details of activities carried out

CERTIFICATE

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

Director, DFF

Annexure VII

Additional costing for Cultural Components and Celebrity Comperes

Opening Function [cultural component]

Option No.	Content	Amount

Closing Function [cultural component]

Option No.	Content	Amount

Opening Function [comperes]

Option No.	Names	Amount

Closing Function [comperes]

Option No.	Names	Amount

The amount should be all inclusive and if tax is to be mentioned separately, the same may be separately indicated in percentage.

**Venue/stage décor and Sound and lighting arrangement done for IFFI
2014**

(For the purpose of reference for the EMA to understand and assess the overall volume of work.)

SHYAMA PRASHAD INDOOR STADIUM		
S.No.	Main elements	Sub elements in details
1	ENTRANCE ARCH - MAIN (ENTRY & EXIT) - 2NOS. 74ft x 20ft	
		Vertical pillar structures on center, left & right side - 6nos.
		Horizontal Beam on top - 4nos.
2	ENTRANCE ARCH - FOR VVIP	
		Vertical pillar structures on center, left & right side - 2nos.
		3D Peacock - 2nos.
		Horizontal Beam on top
3	ENTRANCE ARCH - FOR PUBLIC	
		Vertical pillar structures on center, left & right side - 2nos.
		3D Peacock - 2nos.
		Horizontal Beam on top
4	3D LOGO UNIT INSTALLATION WITH PEACOCK STRUCTURE - LEFT & RIGHT SIDE - 2 sets	
		3D Event Logo structure with Bulbs - 2set

		Peacock structure IN 3D - 2set
5	RED CARPETING - OUT SIDE - FOR VIP	
		Welcome red carpeting - car drop area to VVIP entrance
6	MOJO BARRICADING	
		Mojo barricading- car drop area to VVIP entrance
7	MEDIA PLATFORM IN 3 LEVEL	
		Platform in 3 different level for media with carpet finish on top
8	FLEX BACKDROP FOR MEDIA	
		Wooden framing with flex mounting & balck cloth finish behind
9	FOYER WALL	
		Back wall with graphics
10	VIP - PATHWAY AREA - RED CARPETING	
		10ft wide welcome red carpeting - VVIP entrance to stage front area
11	FLEX- BRANDING WALLS - ALONG THE VVIP PATHWAY AREA	
		Upto 8ft height flex wall to cover the existing walls - VIP entrance to stage area
		Total 12 walls in different sizes x 8ft ht.
12	FLEX- BRANDING WALLS - ALONG THE PUBLIC PATHWAY AREA	
		Upto 8ft height flex walls to cover the existing wall -
		Total 5 walls in different sizes
13	MAIN STAGE ON EXISTING STAGE	
		Stage - 68ft x 40ft x 3ft ht.
14	SEMI CIRCULAR STAGE EXTENTION	

		Stage - 60ft x 26ft x 4ft ht.
15	RAMP - IN CENTER OF THE SEMI CIRCULAR STAGE	
		Stage - 24ft x 8 ft x 4ft ht.
16	STAGE SKIRTING MASKING WITH BLACK & BLUE CLOTH IN LAYERS	
17	LED PLATFORM ON EITHER SIDES (with blue skirting)	
		Stage - 16ft x 4 ft x 4ft ht. - 2nos.
18	CENTER LED PLATFORM ON STAGE	
		Stage - 30ft x 8 ft x 3ft ht. -
19	CENTER LED SCREEN - 30ft x 12ft - 1 nos.	
20	SIDE LED SCREEN - 12ft x 16ft -2 nos.	
		5MM LED SCREEN IN CENTRE - 30' X 12'
		5MM LED SCREEN - 12' X 16' HT WITH SUPPORT STRUCTURE
		L-SUPPORT FOR LED SCREEN
		WATCHOUT SERVER / PROCESSOR
		EXTRON ISS 508 SEAMLESS SWITCHER
		DV CAM SHOOT WITH ONLINE EDITING
		VIDEO MIXER, MONITOR, CABLING, TECHNICIAN ETC
21	CURVED STAIRCASE ON EITHER SIDE OF THE STAGE - 2nos.	
		6ft wide steps in curved shape upto 7.5ft height
22	RECESSED LED LIGHTS ON STEPS OF THE CURVED STAIRCASE	
23	RECESSED LED LIGHTS ON STEPS OF THE CURVED STAIRCASE	
24	SIDE RAILING FOR CURVED STAIRCASE - 4nos.	
25	VICTORIAN LAMP POST ON CURVED STAIRCASE - 4nos.	

26	BACK STEPS - TOTAL 4nos. (3ft & 8ft hts)
27	LANDING PLATFORM FOR CURVED STAIRCASE - 2 nos. (7.5ft ht.)
28	BACKDROP WITH MIRCHI LIGHTS - IN CENTER -60ft x 20ft - 1nos.
29	BACKDROP WITH MIRCHI LIGHTS - ON EITHER SIDES - (40ft x 20ft - 2nos, 6ft x 20ft -2nos)
30	3D FILM REELS - HANGING FROM TOP -10nos.
31	INLIT BULBS ON 3D FILM REELS
32	CUSTOMISED PODIUM - 2nos.
33	PEACOCK CUT OUT IN 3D - IN CENTER OF THE STAGE - 40ft x 13ft
34	3D INLIT FEATHERS ON 3D PEACOCK
35	HUGE PANELS OF ACTORS -BEHIND THE AUDIENCE GALLERY - 16ft x 25ft
36	PENNANTS FROM THE ELECTRIC POLES
	Total felx prints 96nos.
	M.S.Pipes top & bottom - 192nos.
37	SIGNANGES STAND -12nos.
38	LIGHTING
	MOVING HEAD SPOT 2500W
	SHARPY
	LED WASH
	CHROME PAR 64
	LED PAR RGBWA
	LED BATTON RGBWA
	PROFILE SPOT

		SMOKE FACTORY FAN FOGGER
		SMOKE MACHINE TOUR HAZER
		FOLLOW SPOT
		AVOLITE PEARL BOARD
		CABLING & TECHNICIANS
		LASER 10 WATT
		LIGHT ENGINEER
39	TRUSSING	
		500 MM BOX TRUSS - 70' X 36' X 35' HT
		FOH TRUSSING HANGING - 500 MM - 80FT WIDE
		RIGGING SLINGS / RACHET BELTS
40	SOUND	
		SPEAKERS
		SUB WOOFERS
		MONITORS
		POWER AMPLIFIERS
		MEDIUM FORMAT MIXING CONSOLE
		WIRELESS MICROPHONES SYSTEM
		WIRELESS HAND HELD MICS
		WIRELESS BODYPACKS
		LAPEL MICS
		WIRELESS MIC ACCESSORIES
		PODIUM/LECTURN MICS
		DI BOXES

	ISOLATORS
	REPLAY DEVICES
	TEST AND MEASUREMENT HARDWARES
	COMPUTERS
	POWER DISTRO
	POWER CABLE
	ROGGING EQUIPMENTS
	ARRAY FRAMES
	MIC STANDS
	SNAKE REELS
	SNAKE CABLES
	MIC & LINE CABLES
	SPEAKER CABLES
	UTILITY BOX
	CLEAR COMMS
	TELEPROMPTER (Two)