

Directorate of Film Festivals (DFF)
Government of India
Ministry of Information & Broadcasting

Request for Proposal (RFP)
for
Event Management of North East
Film Festival 2015 to be held from
21st to 23rd August, 2015 in New
Delhi

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DISCLAIMER

This request for proposal (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 North East Film Festival which is scheduled to be held in New Delhi from 21st August to 23rd August 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

Event	Date
Availability of RFP Document at DFF Website	3 rd August 2015 onwards
Pre Bid Meeting	11 th August, 2015, 1230 hrs, at Delhi Office.
Last date and time for submission of completed RFP document	13 th August, 2015, 1400 hrs, at Delhi Office.
Opening of Technical Bid	13 th August 2015, 1430 hrs at Delhi Office
Opening of Financial Bid	13 th August 2015, at 1600 hrs, at Delhi
Estimate value of tender	Rs. 7,00,000/-

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 (DFF), Siri Fort Complex, August Kranti Marg New Delhi-110049 on any working day between **1100 to 1600 hours from 3rd August up to 11th August 2015.**

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 Event Management Activities for Directorate of Film Festival", before the last date and time at the following address:

Deputy Director (Admn.)
Film Festival Complex, Siri Fort Auditorium, 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., 13/08/2015, up to 1400 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)

**Directorate of Film Festivals(DFF-2015)
Government of India
Ministry of Information & Broadcasting Film
Festival Complex, Siri Fort Auditorium
August Kranti Marg, New Delhi,110049.**

**No.30-3-2015 -FFD(Admn) Dated: 3rd August,
2015**

Request for Proposal (RFP) to carry out Event Management Activities (Event management of various functions, management of arrivals/ departures of artists and other participating celebrities. Ushering of guests, seating arrangements as well as organization of daily events during North East Film Festival, at Delhi, are invited from experienced and reputed Event Management Agencies.

Detailed terms and conditions are prescribed in the RFP document, which can be downloaded from the website: HYPERLINK "<http://www.dff.nic.in>". Alternatively, the document can also be obtained in person from Deputy Director (DFF) on any working day between 1100 to 1600 hours up to 11th August 2015.

The last date for submission of completed proposal as prescribed, in a sealed cover super scribed "Techno-Financial Bid for DFF 2015", is 13th August 2015 at 1400 hrs in Delhi. Technical Bids will be opened on 13th August 2015 at 1430 hrs in front of bidders present. Financial bid of shortlisted bidders based on Technical Evaluation will be opened on 13th August 2015 at 1600 hrs at Delhi Office.

Deputy Director (Admn)
Directorate of Film Festivals
M/o I & B, Govt. of India.
Siri Fort Auditorium 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 North East Film Festival 2015.

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

"DFF" means Directorate of Film Festivals

"RFP" means Request for Proposal.

"EMA" means the Event Management Agency

Request for Proposal to Carry out Event Management Activities during North East Film Festival

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 contains the details of Technical Evaluation process.

Part III: The third part of RFP consists of information relating to financial bid.

Annexure I : Gives details of Scope of Work

Annexure II : Format for Financial Bid

Annexure III : Format for giving information on previous experience in related activities

Annexure IV: Details of Key personnel

Annexure V : List of Equipment

Annexure VI : EMD Details

Annexure VII : Standard form of contract

Part I

General Information/Conditions

Introduction

North East Film Festival is going to organized by Directorate of Film Festivals, Ministry of Information & Broadcasting. The festival is scheduled to be held mainly at Siri Fort Auditoria Complex, New Delhi – 110049 between the period from 21st to 24th August 2015. The events include screening of films, stage performances, panel discussions, exhibitions etc. Eminent film personalities, VVIPs/ VIPs and general public are expected to participate in the festival as well as the awards function.

2. With a view to ensure smooth conduct of the entire festival in a highly professional manner, the organizers of the festival propose to engage an Event Management Agency (EMA) of repute.

SCOPE OF WORK:

3. Event management of various functions during the festival, management of arrivals/ departures of artists and other participating celebrities. Ushering of guests as well as organization of daily events, seating arrangements etc.and other activities associated with these events of the Film Festival .**Details are given in Annexure I**

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 all participating parties. 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:

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 which will be addressed to all bidders who have applied and all such clarifications shall be posted on DFF Website also (www.dff.nic.in).

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. Applicants' consent to an extension of RFP response validity may be solicited.

Earnest Money Deposit

7. An EMD of Rs. 15,000/- (Rupees Fifteen Thousand 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 DFF 2015". The EMA will be required to submit the proposal as per the requirement as projected at Annexure-I. The EMA should also furnish details of key personal as per the proforma at Annexure-IV.

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 unless
written request given by DFF .

Selection Process:

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) Experience in organizing in similar events, (b) Experience in organizing events of Govt/ PSU/ Private Sector sponsored event and (c) Profile of Key personnel. Only such EMA who qualify technically by scoring 70 marks and whose offer fully meets the requirement as envisaged in the RFP in terms of items and numbers would be invited for financial bid opening.

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

14. If the EMA is finally selected by the DFF, then a contract will have to be executed between the DFF and the selected EMA as per format given at Annexure-VII. The EMA shall not be 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 5 % of the total value of the contract in the form of Bank Guarantee valid for two months beyond the expiry of the contract within 5 days of award 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 set 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 damages

@ 1 % per day subject to a maximum of 10% as an agreed pre estimate of the damage suffered.

Payment Terms

30% of the contract value may be paid as advance against production 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 form attached to this document and satisfactory certificate by DFF.

Part II

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 :-

Technical Bid (only for qualification)

2. The technical bid has been divided in respect of each of the specified parameter as detailed below:

S. No.	Technical bid	Marks
1.	Experience of organizing Govt./PSU/Private sector sponsored events in last three years (Job order to be attached)	40
2.	Annual turnover of rupees fifty lacs for last 3 years (Approved by Charter Accountant)	30
3.	Profile of key personnel proposed to be deployed	30

The bidder who scores a minimum of 70 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.

Note:

Sponsored Events : i) Cultural Event ii) Annual foundation Day iii) Exhibition iv) Social get together v) Conferences vi) Film Festival or other entertainment Event, musical event or Similar nature

PART III

Financial Bid

1. 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 & II.

2. 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-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 Director, DFF. DFF however, reserve the right to reduce any item on *pro rata* basis. All expenditure pertaining to subsequent meetings for DFF viz transportation & Incidental cost etc to be borne by EMA. No Additional Cost shall be entertained apart from the cost quoted by EMA.

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

4. 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).

Annexure-I**SCOPE OF WORK**

The following will be the broad programme of the whole festival :

S.No.	Dates	Event	Venue
1.	21 st August, 2015	Opening function with a live Music Concert and two folk dance performances	Auditorium – I
2.	22 nd – 23 rd August, 2015	Daily Screening of the films	Auditorium - 2

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

- Receiving the 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).
- 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.
- Putting in place an ushering arrangement for all the events like Opening functions, film screenings, rehearsal and Quiz.
- Provision of Master of Ceremonies with a team who will be controlling the flow of the main events in Auditorium I & II.
- Presenters/Comperes for Programmes like daily screenings and Quiz.
- Dais Mangers, Hall Mangers, Ushering and Security Staff.
- Technical Coordinator/Sound Engineer for Inaugural Function.

3) In terms of man-power, the following will be required for the events :-

S.No.	Description	No.
1.	Team Leaders/Show Producers (should be conversant with managing such functions, familiar with lighting, sound and other technical requirements of event) from 20 th & 21 st August, 2015	1 + Team
2.	Presenter/Compere (conversant in English and Hindi) for all events commencing from 21 st to 23 rd August, 2015 excluding Opening Function.	1
3.	Hall Manager from 21 st to 23 rd August, 2015	2
4.	Presentation girls for all events commencing from 22 nd – 24 th August, 2015 i. 4 girls for Opening Function (including rehearsals on 21 st August, 2015) ii. 2 girls for 22 nd and 23 rd August, 2015	6
5.	i. Usher for 21 st August, 2015 ii. Ushers for 22 nd & 23 rd August, 2015	Auditorium I –16

		Auditorium II – 5
6.	i. Security personnel with supervisors from 21 st to 23 rd August, 2015 (to be deployed on as required basis)	18
	ii. Traffic Marshals	8
7.	RSVP Unit for distribution of invitations with adequate manpower (including personnel for dispatch) (Invitation cards for Opening Ceremony will be approximately 3000 in number)	8
8.	Help Desk at Gate No. 1, 2 and 4 with adequate manpower	6
9.	Transport and hospitality (Reception) co-ordination Unit with adequate manpower at DFF, Festival Hotel/other hotel and airport (only transport unit) at all places	8
10.	Console operator for light and sound equipments for Opening Function along with rehearsals	2
11.	Car calling personnel's at both parking at A & B	4
12.	Scripting of all events by EMA	1

4) In terms of equipment, the EMA will be required to supply the following:-

S.No.	Description	No.
1.	Equipments for musical performance on Opening Ceremony along with a sound engineer/Technical engineer	Annexure V
2.	Notation/Book stands for performers on 21 st August, 2015	5
3.	Curtain raiser/Montage on North-East States for Inaugural Ceremony (duration 45 sec. to 1 min.)	1
4.	Background images and back projection for Cultural Performances	
5.	Still photography of all events from 21 st to 23 rd August, 2015	One hardcopy set with album alongwith CD
6.	HD Videography of all events from 21 st to 23 rd August, 2015 along with two master DVD and Blu Ray copies a) Master copy of all events. b) Three hours edited copy of each event. c) Show reel of 10 minutes.	
	Walkie-talkies	As required

- 5) The EMA will be required to arrange the following towards crowd controlling and seating arrangement as well as helping the visitors to direct to various events :

S.No.	Description
1.	<p>Sinages (Flex on frame mounted)</p> <p>a) Directional signs outside the complex (4x3 feet dimension)- 5 in nos. b) Directional signs inside the complex (2x2.5 feet dimension) – 10 in nos. c) Directional signs for drinking water and toilets (2x2.5feet dimension) – 10 in nos. d) Gate signs (2x4 dimension) – 3 in nos. e) No Smoking signs – 2 in nos.</p>
2.	<p>a) Barricades as required from 21st to 23rd August, 2015 to ensure free movement to VVIP, VIP and celebrities. b) Queue Mangers inside the Auditorium 1 & 2. C) Red carpet from gate no. – 1 to the backstage of Auditorium – I approx length 250 meter and 2 meters wide.</p>
3.	Bouquets for various events as per requirement given by DFF – 40
4.	<p>Name stickers and Name Plate on dais for seating arrangement</p> <p>22nd August, 2015 – 200 nos. and white seat covers equal in number</p>
5.	Help Desk for keeping mobile, baggage, etc. at Gate No. 1,2 & 4 with token as well as manpower
6.	Making of 10 stalls of the dimension 10x8 feet with the placement of banner on top of the stalls along with basic furniture & Tent -320 Square Meter(Length – 20 Meter & width – 12 Meter).

Note – 1

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

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

Note-2

(a) DFF will provide the venue décor, stage décor, sound and lighting equipment as required for the functions.

(b) Vehicles will be provided for the participating artists by DFF.

(c) Accommodation will be arranged by DFF

(d) Air Ticketing for participating artists will be done by DFF

ANNEXURE**-II****Consolidated summary of costings of various events to be managed and executed by the event management agency****I. Manpower**

S.No.	Description	No.	No. of Days	Cost
1.	Team Leaders/Show Producers (should be conversant with managing such functions, familiar with lighting, sound and other technical requirements of event) from 20 th & 21 st August, 2015	1 + Team		
2.	Presenter/Compere (conversant in English and Hindi) for all events commencing from 21 st to 23 rd August, 2015 excluding Opening Function.	1		
3.	Hall Manager from 21 st to 23 rd August, 2015	2		
4.	Presentation girls for all events commencing from 22 nd – 24 th August, 2015 i. 4 girls for Opening Function (including rehearsals on 21 st August, 2015) ii. 2 girls for 22 nd and 23 rd August, 2015	6		
5.	i. Usher for 21 st August, 2015 ii. Ushers for 22 nd & 23 rd August, 2015	Auditorium I – 16 Auditorium II – 5		
6.	i. Security personnel with supervisors from 21 st to 23 rd August, 2015 (to be deployed on as required basis) ii. Traffic Marshals	18 8		
7.	RSVP Unit for distribution of invitations with adequate manpower (including personnel for dispatch) (Invitation cards for Opening Ceremony will be approximately 3000 in number)	8		
8.	Help Desk at Gate No. 1, 2 and 4 with adequate manpower	6		
9.	Transport and hospitality (Reception) co-ordination Unit with adequate	8		

	manpower at DFF, Festival Hotel/other hotel and airport (only transport unit) at all places			
10.	Console operator for light and sound equipments for Opening Function along with rehearsals	2		
11.	Car calling personnel's at both parking at A & B	4		
12.	Scripting of all events by EMA	1		

II. Equipment

S.No.	Description	No.	No. of Days	Cost
1.	Equipments for musical performance on Opening Ceremony along with a sound engineer/Technical engineer	Annexure V		
2.	Notation/Book stands for performers on 21 st August, 2015	5		
3.	Curtain raiser/Montage on North-East States for Inaugural Ceremony (duration 45 sec. to 1 min.)	1		
4.	Background images and back projection for Cultural Performances			
5.	Still photography of all events from 21 st to 23 rd August, 2015	One hardcopy set with album alongwith CD		
6.	HD Videography of all events from 21 st to 23 rd August, 2015 along with two master DVD and Blu Ray copies a) Master copy of all events. b) Three hours edited copy of each event. c) Show reel of 10 minutes.			
	Walkie-talkies	As required		

Sub Total

Seating Arrangements and Barricading

S.No.	Description	No.	No. of Days	Cost
1.	<p>Sinages (Flex on frame mounted)</p> <p>a) Directional signs outside the complex (4x3 feet dimension)- 5 in nos.</p> <p>b) Directional signs inside the complex (2x2.5 feet dimension) – 10 in nos.</p> <p>c) Directional signs for drinking water and toilets (2x2.5feet dimension) – 10 in nos.</p> <p>d) Gate signs (2x4 dimension) – 3 in nos.</p> <p>e) No Smoking signs – 2 in nos.</p>			
2.	<p>a) Barricades as required from 21st to 23rd August, 2015 to ensure free movement to VVIP, VIP and celebrities.</p> <p>b) Queue Mangers inside the Auditorium 1 & 2.</p> <p>C) Red carpet from gate no. – 1 to the backstage of Auditorium – I approx length 250 meter and 2 meters wide.</p>			
3.	Bouquets for various events as per requirement given by DFF – 40			
4.	<p>Name stickers and Name Plate on dais for seating arrangement</p> <p>22nd August, 2015 – 200 nos. and white seat covers equal in number</p>			
5.	Help Desk for keeping mobile, baggage, etc. at Gate No. 1,2 & 4 with token as well as manpower			
6.	Making of 10 stalls of the dimension 10x8 feet with the placement of banner on top of the stalls along with basic furniture & Tent -320 Square Meter(Length – 20 Meter & width – 12 Meter).			

S. No	Item		PRICE QUOTED
			2015
1	Cost of Manpower as per item No. I above.	Consolidated	
2	Cost of equipment as per item No. II above.	Consolidated	
3	Cost of crowd controlling and seating arrangement as per item No. III above.	Consolidated	
4	Total Cost		
5	Service Tax		
6	Grand Total		

A summary of the costing as indicated at 6 (Grand total) will be taken into consideration for determining the lowest financial bid.

Name:

Designation:

Signature

ANNEXURE III

EXPERIENCE IN RELATED ACTIVITIES

S. NO	Govt./PSU/Private sector sponsored events in last three years	DATE	PLACE	SUPPORTING DOCUMENT CLOSED

FOOTNOTE

2 Separate tables may be provided for the national and international events of similar nature and events organized for Govt/PSU/private sector sponsored event.

2. For the purpose of qualification only those events, managed by the EMA for the past three financial years, will be considered which are supported by documentary evidence like copies of agreements, work orders, letters of intent, completion certificates, etc.

Name:

Designation:

Signature:

Annexure-IV**Details of Key Personnel with qualification and their experience**

Sl.No	Name	Qualification	Experience
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Annexure-V

List of Equipments

Equipment	Instrument	Quantity	Manufacturer	Model
Amplifiers	Guitar	2	Marshall	100FX
		1	Marshall	250DFX
	Bass	1	Hartke	VX3500
			or	
			Mesaboogie	SVT-4 PRO
Microphones	Lead Vocals	1	Shure	BETA58A (Cordless)
	Backing Vocals	3	Shure	SM58
	Guitars Amps	4	Shure	SM57
				Kick mic (For bass)
	Drums		Shure/Sennheiser/AKG Drum Mic kit (including overheads)	
Guitar Wireless system	Guitar	3		
	Bass	1		
Cables	Guitar/Bass	n number of cables		
	Live Recorder	8		
	EP connector – For laptop out	1		
Drums	Standard 5-piece Rock Kit		TAMA/Pearl/dW/Sonor	
	Crash	2	Sabian	
	China	1	Sabian	
Monitors	Vocals	2 on-stage monitors and 1 in-ear monitor		
	Guitar1	2 on-stage monitors		
	Guitar2	2 on-stage monitors		
	Bass	2 on-stage monitors		
	Drums	2 on-stage monitors		
Stands	Guitar	3		
	Bass guitar	1		
	Cymbals	4		
	Notation/lyrics	1		

Side feeds	On stage PA monitors	2		
External FX processor	Vocals		Alesis	MidiVERB 4
	Drums			
	Guitars			
One Keyboard Amp.		1		
Head Mounted	Vocal	1		

EARNEST MONEY DEPOSIT

S. No	Bank Drawn	Value in Rs	DD

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

STANDARD FORM OF CONTRACT

Engagement of Event Management Agency

Lump-Sum

Contents

I. Form of Contract

General Condition of Contract

II.

1. General Provisions
2. Commencement, Completion, Modification and Termination of Contract
3. Obligations of the EMA
4. EMA's Personnel and Sub-Contractors
5. Obligations of the Employer
6. Payments to the EMA
7. Fairness and Good Faith
8. Settlement of Disputes
9. Liquidated Damages
10. Miscellaneous Provisions

III. Special Conditions of Contract

IV. Appendices

Appendix A – Description of Services

Appendix B - Reporting Requirements

Appendix C – details of key personnel to be deployed

Appendix D – Total cost of services

Appendix E – List of equipments to be provided by EMA

CONTRACT FOR CONSULTANTS' SERVICES

between

Directorate of Film Festivals, Ministry of I&B

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), Directorate of Film Festivals, 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: Description of Services
 Appendix B: Financial Statement
 Appendix C: Details of Key Personnel deployed
 Appendix D: Details of equipment to be provided
 Appendix E: Duties of the “Employer”
 Appendix F: Duties of the Consultant

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.

<p>In presence of (Witnesses)</p> <p>(i)</p> <p>(ii)</p> <p>In presence of (Witnesses)</p> <p>(i)</p> <p>(ii)</p>	<p>Signed by -----</p> <p>1. For and on behalf of the President of India[name of “Employer”]</p> <p>[Authorized Representative]</p> <p>2. For and on behalf of [EMA]</p> <p>[Authorized Representative]</p>
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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 2.1.

(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; “Key Personnel” means the Personnel referred to in Clause GC 4.1.

(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 the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

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.

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

4. EMA’s PERSONNEL AND SUB-CONTRACTORS

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

- (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 within 7 days of award of the Contract to be submitted by EMA as Performance Guarantee.
- (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 13 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 sixty (60) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such sixty (60) 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 / CMC, 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 as specified in Appendix D.

9.2 The liquidated damages shall be applicable under following circumstances:

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

10. Miscellaneous provisions:

- (i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this

Contract shall not operate as waiver thereof.

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

III. Special Conditions of Contract:

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	The addressees are : Employer Attention: Fax: EMA Attention: Fax:
2.	1.7	The Authorized Representatives are: For the "Employer": For the EMA:
3.	2.1	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.
7.	6.1	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 – DESCRIPTION OF SERVICES

(Note: This Appendix will include the final Terms of Reference worked out by the “Employer” and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by “Employer”, etc.)

APPENDIX B - REPORTING REQUIREMENTS

(Note: A format for report by EMA and certification by Employer)

APPENDIX C – DETAILS OF KEY PERSONNEL

(Include here the details of key personnel to be deployed)

APPENDIX D – Total COST OF SERVICES

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

APPENDIX E - DETAILS OF EQUIPMENTS TO BE PROVIDED BY EMA