

Directorate of Film Festivals

Ministry of Information & Broadcasting
Government of India

LTE No.24/08/2014 Dated
29th September, 2014

To

All concerned as per list attached.

Sub: Limited Tender Enquiry for PR activities in connection with the International Film Festival of India, Goa, 2014.

Dear Sir/Madam,

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

2. Only those firms shall be eligible to participate in this tender whose names are appearing with this document. The application form for Limited Tender Enquiry may also be downloaded free of cost from DFF's/ IFFI's website www.dff.nic.in/www.iffi.nic.in. The documents can also be obtained in person from Deputy Director (Admn.), DFF on any working day between 29th September to 7th October 2014 . Unsolicited bids from parties not invited, if received will be rejected straight away and will not be opened. No representation in this regard will be considered by DFF.

3. The last date for submission of completed proposal for PR activities as prescribed in a sealed cover super-scribed "Techno Financial Bid for IFFI 2014 (PR activities)" is 9th September 2014 and the application should reach on or before 11:00 am at Directorate of Film festivals, Sirifort Auditorium Complex, August Kranti Marg, New Delhi – 110 049.

4. Technical bids would be opened on the same day on 9th October at 11:30 am at VIP lounge, Sirifort Auditorium Complex, New Delhi, followed by Presentation in the presence of available applicants or their representatives. The proposal 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 bid on the same day i.e 9th September 2014 in Delhi.

Yours faithfully,

(Prashant Kumar)
Deputy Director (Admn.)
011-26499352

List of PR Agencies

1. Ms. HEMA UPADHYAY

Second Floor No. 73, Link Plaza,
OSHIWARA, ANDHERI WEST
MUMBAI – 400051

2. Ms. PRIYANKA SHETTY

B-9, Padma Kunj, S.V. Road,
Opp. Surya Child Hospital,
Santacruz West,
MUMBAI- 100054

3. Ms. MAULI SINGH

43/4, Jubilee Manor,
Opp. Aga Khan Baug of Yari Road,
VERSOVA, ANDHERI WEST,
MUMBAI – 400061

4. Ms. NEETA RAHEJA

D-49, Defence Colony,
New Delhi -110024

5. Ambereen Shah

6th Floor, Vatika Triangle, Sushant Lok-1, Block – A
Gurgaon 122002

INTERNATIONAL FILM FESTIVAL OF INDIA (IFFI)

GOVERNMENT OF INDIA

MINISTRY OF INFORMATION & BROADCASTING

**Request for Proposal (RFP) from PR Agency for International Film
Festival of India (IFFI), 2014 to be held from 20th to 30th November
2014 in Goa**

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DISCLAIMER

This request for RFP is not an offer by International Film Festival of India (IFFI), Ministry of Information & Broadcasting, but an invitation to receive responses from PRA (PR AGENCY), as per list of agencies attached, for partnering with IFFI Secretariat for carrying out PR activities during the International Film Festival of India which is scheduled to be held in Goa from 20th to 30th November 2014.

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

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

DEFINITIONS

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

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

“IFFI” means International Film Festival of India

“RFP” means Request for Proposal.

“PR” means the Public Relation Agency

**Request for Proposal to Carry out PR Activities during International
Film Festival of India 2014**

SUMMARY

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

Part I: The first part consists of the general requirement. It includes procedure and last date and time for submission of offers, opening of bids and other details.

Part II: The second part of the RFP incorporates the aspects of technical details describing the scope of work as per Annexure I.

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

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

Part I

General Information/Conditions

Introduction:

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

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

SCOPE OF WORK:

3. Scope of work for PR Agency broadly divided in to A) Strategic Design B) Bridge building media initiatives C) Media Campaign for pre event, during the event and post event D) Nomination of Dedicated PR Coordinator (Film Journalist) to be appointed for three months by PR Agency to be selected by IFFI during the pre-event, during event and post event of the 45th International Film Festival of India (IFFI). **Details are given in Annexure I.**

Note

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

AMENDMENT OF RFP DOCUMENT:

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

Validity of RFP Response:

6. The RFP response submitted by the applicants shall be valid for a period

of 3 months after the date of RFP response opening prescribed in this document. A RFP response valid for shorter period may be rejected as non-responsive. IFFI Sectt may solicit applicants' consent to an extension of RFP response validity.

Earnest Money Deposit

7. An EMD of Rs. **Rs 01 lacs** in the form of a Demand Draft payable at New Delhi drawn in favour of **PAO (MS), Ministry Of I&B, New Delhi** valid till three months must be submitted along with the Proposal. In case the same is not furnished by the PR Agency at the time of the submission of the bid, the tender is liable to be summarily rejected and no further correspondence in this regard shall be entertained. The EMD will be returned to unsuccessful bidders from the date of signing of contract with successful bidder.

Submission of Bids

Technical & Financial bids

The PR Agency will be required to submit the technical bid and the financial bid in two separate and sealed envelopes, Technical proposal shall be marked "**Technical Proposal**". Financial Proposal shall be marked "**Financial Proposal**". Both the proposals should be put up in a bigger envelope and marked as "**Techno-Financial Bid for IFFI 2014**" for PR Agency. The PR Agency will be required to submit the proposal as per the requirement as projected at *Annexure-I*.

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

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

Selection Process:

10. The Techno-financial bid shall be submitted in sealed envelopes in the office of IFFI Sectt, M/o of I&B, Sirifort Auditorium Complex, August Kranti Marg, New Delhi - 110049 latest by 8th October 2014 at 1600 Hrs.

11. There would be elimination at the evaluation of the Technical bid. The proposal would first be examined to ensure whether all items as envisaged

in this RFP at the desired numbers have been covered, by a committee. Any shortcoming on this aspect will result in disqualification of a bid. During technical bid opening, the PR AGENCYS will be called for Media Campaign presentation for duration of 10 minutes each to present their proposals. The presentation will be judged by a committee based on the proposals submitted and the presentation. 100 Marks as per weightage given at Part II of RFP would be given for two components (a) Experience in managing and publicizing entertainment industry activities in last three years and (b) Media Plan/Content Presentation and profile key personal. Only such PR AGENCY who qualify technically by scoring 70 marks and whose offer fully meets the requirement as envisaged in the RFP in terms of items and numbers would be invited for financial bid opening. Appropriate weightage only as per scheme indicated at Part IV of this RFP would be taken into account in arriving at a decision for short listing of the PR AGENCY for financial bid opening.

All the rates must be quoted in figures as well as in words without any cutting or overwriting. In case any discrepancy in the rates quoted in figures and words, the rates quoted in words shall be considered as final and authentic. The bids will be opened in front of the bidders who will be present. Evaluation of Financial Bid will be done based on total cost quoted. Contract will be awarded to the bidder in case the bid has been determined as the lowest evaluated bid, economically feasible and responsive subject to approval of the competent authority. Negotiations will be held with qualified and selected bidder. Under no circumstances, the financial negotiations shall result in increase in the price originally quoted by the bidder. IFFI Sect. is at liberty to reduce any item on *pro rata* basis.

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

Performance Guarantee

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

Liquidated damages

In the event of the successful bidder's default in maintaining the agreed time frame/ scheduled set of activities as laid down in the contract, IFFI Sect. shall have the right to cancel the contract at any time and make

alternative arrangement at the discretion of IFFI Sect., in which case extra expenditure involved, will be recovered from the successful bidder. In the alternative, successful bidder shall be liable to pay liquidated damage @ 1 % per day subject to a maximum of 5% as an agreed pre estimate of the damage suffered.

Payment Terms

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

PART II

TECHNICAL BID PROPOSAL

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

1. Experience in managing and publicizing entertainment industry activities for the last three years giving list of National PR activities/ Media campaign handled in the last three years.

2. PR proposal for IFFI 2014.

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

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

PART III

Financial Bid

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

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

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

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

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

6. The Financial bids will be opened by a committee in front of the bidders who are present. The committee so constituted for this purpose by IFFI will decide the lowest bidder (L1). Negotiations will be held with qualified and selected bidder. Under no circumstances, the financial negotiations shall result into increase in the price originally quoted by the bidder. IFFI Sect. is

at liberty to reduce any item on *pro rata* basis.

Part IV

Evaluation of Technical Proposal

The Committee constituted by IFFI Secretariat to finalize PR Agency 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.	Experience in managing and publicizing entertainment activities in last 3 years	40 marks
2.	Presentation on PR proposal	60 marks.

Experience: 40 marks maximum

Experience in terms of managing PR for entertainment industry including events.

PR Proposal: 60 marks maximum

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

All the bidders shall make a presentation for duration not more than 10 minutes before the committee for better appreciation of the proposal.

Qualification for Presentation & Financial Bid

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

SCOPE OF WORK FOR PR ACTIVITIES

OVERVIEW:

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

SCOPE OF PR ACTIVITIES

- i. Build hype around the festival as the most glamorous and prestigious international film festival and media campaign of other side by activities of IFFI 2014.
- ii. Associate eminent film personalities with a view to enhance the profile of the festival.
- iii. Enable presence of eminent film personalities throughout the festival at various sections of the festival.
- iv. Cover Red Carpet events
- v. Tie up with media houses ,both print and electronic ,for exclusive coverage of events like daily Red Carpet functions ect.
- vi. To inform movie lovers and industry experts about the content and the entries in IFFI, especially the winning entries
- vii. To create a buzz around the high standards of participating & winning content in IFFI ,thereby educating movie lovers across the country
- viii. Profiling IFFI as the most sought after international film festival.
- ix. Associate eminent film journalists towards running a publicity

campaign.

This is only the broad scope; indicative activities which can be taken up are explained below.

NOMINATION OF PR COORDINATOR

The PR Firm, in its proposal, should nominate an eminent film journalist exclusively for IFFI related PR for the entire period of engagement. For this purpose, the PR Firm should suggest a panel of film journalists along with their bio profile in their technical proposal to enable the committee to select one person for this purpose.

TARGET AUDIENCE AND AREAS OF PR CAMPAIGN

PRIMARY TARGET GROUPS

- i. Indian film industry (film makers, film producers, directors, etc) Film critics
- ii. Associations

SECONDARY TARGET GROUPS

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

TARGET AREAS

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

MEDIA TOOLS

- i. Press Release/Press Briefings / Conferences.
- ii. Coverage in print, electronic and social media – articles, interview etc with key officials of IFFI, participating filmmakers and eminent film personalities.

THE STRATEGIC DESIGN

PR Agency should utilize a two-pronged approach to profile IFFI in the media.

a) IFFI - THE ORGANIZING BODY:-

- Profiling the spokespersons and the organizing committee of the film festival across key Business/Financials/ Mainlines/ Lifestyle / Film & Trade publications target markets.
- Interactions with the committee members of IFFI
 - i. Profiling their roles and responsibilities in the committee
 - ii. Work done in the past / present for the IFFI
 - iii. Developments in the overall festival (modifications from previous years, etc)

b) IFFI 2014 - THE FESTIVAL:-

1. Drive stories to build perception and drive the key messages of the festival in the media

a. Profiling the overall participation in IFFI 2014 - including the new countries which are participating in IFFI 2014

b. Profile the entries in IFFI

- i. Profiles of participating films, directors, producers, etc
- ii. Profiling the winners of IFFI 2014, etc

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

i. Profile IFFI as a part of the biggest film festivals across the globe

d) Quotes from industry experts of participating countries:-

- i. Profiling their experiences of coming to IFFI
- ii. Their expectations from IFFI 2014

e) Extensively profiling Indian participants of IFFI 2014 to build buzz around the categories:-

- i. Profiling unique entries made by Indian film makers
- ii. Profiling celebrity film makers who are participating in IFFI 2014
- iii. Quotes from Indian celebrities, critics and socialites on their expectations from IFFI 2014

f) Profiling the winners of IFFI 2014:-

Best Film / Director / Best Actor (Male) / Best Actor / Special Jury Award, Centenary Award, Life time achievement award winner etc.

- g) Create a storyboard for entire festival and shoot candid footage which should translate into a short film on activities, highlights and personalities of IFFI 2014.

BRIDGE BUILDING MEDIA INITIATIVES

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

Special IFFI 2014 PROMOS: A) Media Campaign for IFFI Branding in terms of film content and value addition to the Indian Film Industry, B) Making a compilation of promos of the entries in IFFI 2014 (AV promo) and sharing it with the media Pan India to create interest and build the buzz around IFFI amongst key media influencers.

OTHER IDEAS

- 1) Educating and Engaging movie lovers across the country about the content in IFFI to leverage its imagery as the most prestigious international movie festival in Asia.

ACTIVATION

The above strategy may be divided across three phases:-

PHASE I – PRE EVENT

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

- 1) Issue an update release every week highlighting the progress of the festival.

- 2) 1 -2 Interactions with the committee members/ key spokesperson every week on developments, profiling of the festival.
- 3) 1 -2 feature stories every week profiling the trends, participation profiles, updates, quotes from celebrities, etc on IFFI 2014.
- 4) Implementing bridge building initiatives with key media across the country.
- 5) Pre -event press conference in Major Cities to announce the official launch of the festival
- 6) Release of audio visual promos

PHASE II – EVENT (20th November - 30th November 2014)

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

- 1) Invite select media (reporters & photographers) for the event from within Goa and other key cities in India.
- 2) Initiate one-on-one media interactions with select local and national publications/ News Channels and other medium of mass communication on daily events.
- 3) Nationwide dissemination of press release along with photograph to media on daily basis.
- 4) Daily coverage of all events of IFFI 2014 in all local and national print and electronic media on daily basis.
- 5) Candid coverage of festival activities.

PHASE III – POST EVENT (1st December – 15th December 2014)

- i. Profile the success of IFFI 2014 and leverage its positioning as a prestigious international film festival
- ii. Achievements and highlights of IFFI to be given wide publicity.
- iii. Profiling the winners of the festival through interactions with the media

- iv. Highlighting quotes from the celebrities who attended the event to showcase its success
- v. Profiling Indian entries that won at IFFI 2014
- vi. A dossier of all articles received for the event to be submitted to IFFI.

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

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

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

S. No	Item	Price quoted 2014
1.	Strategic Design	
2.	Implementation of Media Campaign and media production of promos	
3.	Media Tools	
4.	Manpower/Human Resource	
5.	Coverage for red carpet and press conference	
6.	Bridge building media incentives	
7.	Management fee	
8.	Total cost	
9.	Service tax	
10.	Grand total	

A summary of the costing as indicated in row 10 (Grand total) will be taken into consideration for determining the lowest financial bid.

Name:

Designation:

Signature

ANNEXURE III

EXPERIENCE IN RELATED ACTIVITIES

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

FOOTNOTE

1. Separate tables may be provided for the national and international events.

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

Name:

Designation:

Signature:

ANNEXURE IV

EARNEST MONEY DEPOSIT

S. No	Bank Drawn	Value in Rs	DD No.

Name:

Designation:

Signature:

CONTRACT

BETWEEN

**INTERNATIONAL FILM FESTIVAL OF INDIA (IFFI)
MINISTRY OF INFORMATION & BROADCASTING**

AND

[NAME OF THE PUBLIC RELATIONS AGENCY]

DATED:

I. Form of Contract

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

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

WHEREAS

- (a) the PRA, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated___issued by the Employer;
- (b) the “Employer” has accepted the offer of the PRA to provide the services on the terms and conditions set forth in this Contract.

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

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

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

Appendix A: Scope of Works

Appendix B: costing of various activities/ services

Appendix C: Proforma of report / certificate

Appendix D: List of key personnel including the PR Coordinator

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

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

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

(b) the “Employer” shall make payments to the PRA in accordance with the provisions of the Contract.

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

Signed by -----

In presence of

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

(Witnesses)

(i)

(i)

In presence of

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

(Witnesses)

(i)

(ii)

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 **Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “PRA” means any private or public entity that will provide the Event Management Services to the “Employer” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.
- (f) “GC” means these General Conditions of Contract. (g) “Government” means the Government of India
- (h) “Party” means the “Employer” or the PRA, as the case may be, and “Parties” means both of them.
- (i) “Personnel” means professionals and support staff provided by the PRA or by any Sub-Contractor of PRA and assigned to perform the Services or any part thereof;
- (j) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (k) “Services” means the work to be performed by the PRA pursuant to this Contract, as described in Appendix A hereto.
- (l) “Sub-Contractors” means any person or entity to whom/which the PRA subcontracts any part of the Services.

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

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

1.2 **Relationship Between the Parties**

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

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

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

1.5 **Notices**

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

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

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

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

1.8 **Taxes and Duties:** The PRA, Sub-Contractors and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.9 **Fraud and Corruption**

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

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

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

- (a) The Employer may terminate the contract if it determines at any time that representatives of the PRA were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the PRA having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- (b) The Employer may also sanction against the PRA, including declaring the PRA ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the PRA has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer- financed contract;

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

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

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

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

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

2.6 Force Majeure

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

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-contractors or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

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

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

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

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

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

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

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

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

2.7 Termination

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

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

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

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

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

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

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

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

3. OBLIGATIONS OF THE PRA

3.1 General

3.1.1 Standard of Performance: The PRA shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The PRA shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s legitimate interests in any dealings with Sub-Consultants or Third Parties.

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

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

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

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

4. PRA’s PERSONNEL AND SUB-ONTRACTORS

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

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

(b) If the “Employer” (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the PRA shall, at the “Employer’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and

experience acceptable to the “Employer”. additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

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

5. OBLIGATIONS OF THE “EMPLOYER”

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

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

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

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

6. PAYMENTS TO THE PRA

6.1 Total Cost of the Services

- a) The total cost of the Services payable is set forth in Appendix-B as per the PRA’s proposal to the Employer and as negotiated thereafter.
- b) Except as may be otherwise agreed under Clause GC 2.5 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-B.

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

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

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

- a) **Performance guarantee** - 10% of total value of the Contract in the form of Bank Guarantee valid for two months beyond the expiry of the Contract prior to signing of contract and issue of notice by employer as specified in para 2.1 of GC.
- b) 30% of the total value of the contract shall be paid as advance against production of bank guarantee valid for a period of 2 months for the equal amount.
- c) **Final Payment** : The final payment as specified in SC 7 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the PRA and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory thirty (30) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such thirty (30) day period, gives written notice to the PRA specifying in detail deficiencies in the Services, the final report or final statement. The PRA shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- d) For the purpose of payment under Clause 6.3 (c) above, acceptance means; acceptance of the deliverables by the Employer after submission by the PRA with / without modifications to be communicated in writing by the Employer to the PRA.
- e) If the deliverables submitted by the PRA are not acceptable to the Employer, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the PRA only after it re-submits the deliverable and which is accepted by the Employer.
- f) All payments under this Contract shall be made to the accounts of the PRA specified in the SC.
- g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the PRA of any obligations

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

- h) In case of early termination of the contract, the payment shall be made to the PRA as mentioned here with: A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the PRA in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis.

7. FAIRNESS AND GOOD FAITH

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

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

8. SETTLEMENT OF DISPUTES

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

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

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

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

9. Liquidated Damages

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

9.2 The liquidated damages shall be applicable under following circumstances:

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

10. Miscellaneous provisions:

- i. "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- iii. The Contractor/PRA shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- iv. Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- v. The Contractor/PRA shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- vi. The Contractor/PRA shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other

third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.

- vii. The Contractor/ PRA shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- viii. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- ix. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

III. SPECIAL CONDITIONS OF CONTRACT:

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

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

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

In the
presence of
(Witnesses)

IV. APPENDIXES

Appendix A: Scope of Works

Appendix B: costing of various activities/ services

Appendix C: Proforma of report / certificate

Appendix D: List of key personnel including the PR Coordinator

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

Appendix-C

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

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

Note:

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

CERTIFICATE

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

Director, IFFI