

**National Film Development Corporation  
New Delhi**

LTE No. \_\_\_\_\_

Dated: 26th April, 2016

To,

**Sub: Limited Tender Enquiry for Event management agency/TV Production House for producing a Live TV Show highlighting the various programs initiated by the Government of India in the past two years to be broadcast on 22<sup>nd</sup> May 2016.**

**Dear Sir,**

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

The application form for Limited Tender Enquiry may be downloaded from NFDC's website [www.nfdcindia.com](http://www.nfdcindia.com). The documents can also be obtained in person from the following address on any day from 26<sup>th</sup> April to 28<sup>th</sup> April 2016.

Shri MNA Setty,  
Deputy General Manager,  
NFDC, 4<sup>th</sup> Floor Soochna Bhavan, CGO Complex  
New Delhi, 110003

The last date for submission of completed proposal as prescribed in a sealed cover superscribed **“Technical & Financial Bid for Live TV Show”** is 02nd May 2016 till 12:00 Noon at the above said address. The Tender Committee would open technical Bids on the same day at 4:00 PM in the presence of available applicants or their representatives.

Yours faithfully,

MNA Setty  
Deputy General Manager

NATIONAL FILM DEVELOPMENT CORPORATION  
NEW DELHI

Request for Proposal (“**RFP**”) from Event Management Agency (“**EMA**”)/TV Production House (“**TVP**”) for a “5-7 hour Live TV Show” to be broadcast on 22<sup>nd</sup> May 2016, to conceive and produce the entire show along with designated Broadcast Partner.

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## **DISCLAIMER**

This RFP is not an offer by National film Development Corporation (NFDC), but an invitation to receive responses from eligible interested Event management agency/TV Production house for partnering with NFDC for Producing a LIVE TV SHOW on 22<sup>nd</sup> May 2016.

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

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

## **DEFINITIONS**

**“Applicant”** means a reputed Indian Event Management Agency/ Television Production Company having requisite experience in entertainment industry who has applied for the RFP for partnering with NFDC to produce 5-7 hour Live TV Show on 22<sup>nd</sup> May 2016

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

**“NFDC”** means National Film development Corporation

**“RFP”** means Request for Proposal.

**“EMA/TVP”** means the Event Management Agency/Television Production company

**Request for Proposal to provide Production services by Event Management  
Agency/TV Production House for 5-7 Hour Live TV Show on  
22<sup>nd</sup> May 2016**

**SUMMARY**

This Request for Proposal (RFP) consists of two 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 RFP consists of the financial aspects, payment terms. It also includes standard contract terms along with special contractual conditions, if any.

## Part I

### **General Information/Conditions**

#### **1. Introduction:**

National Film Development Corporation (NFDC) is a full service Integrated Communications agency for the Government of India, specializing in - Film Production of Advertisement Films/Television Commercials, Corporate Films, Documentaries, Short Films, Training Films and Animation Films and Virtual Tours. Besides films it also undertakes Still Photography, Video Documentation and Packaging of Events, Conferences, Seminars etc. NFDC also engages in Below-the-line (BTL) Activities and Other Consumer/ Target Engagement Ideas, Media and Public Relations: Press Releases, Interviews, Press Conferences, Theme Design for Exhibitions.

2. The 5-7 Hour Live TV Show is scheduled to be held on 22<sup>nd</sup> May 2016 in 4-6 locations across the country.

NFDC proposes to engage an EMA/TVP of repute for conceptualizing, coordinating and executing a seven hour long Live TV show in 4-6 locations across the country along with the designated Broadcast Partner.

#### **3. SCOPE OF WORK:**

NFDC would like to produce a five to seven hour-long live television show in 4-6 locations across the country to communicate to the audience how the major programmes initiated by the government for financial inclusion and social empowerment have had a direct impact on the lives of people in the country in the past two years. Details are given in Annexure I.

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

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

#### **CLARIFICATIONS TO RFP:**

5. The Applicants may seek clarifications in writing regarding the RFP document on or before 30th April 2016. NFDC shall respond in writing to any such request for clarifications by email.

#### **VALIDITY OF RFP RESPONSE:**

6. The RFP response submitted by the Applicants shall be valid for a period of 3 (three) months after the date of RFP response opening prescribed in this document. A

RFP response valid for shorter period may be rejected as nonresponsive. NFDC may solicit Applicants' consent to an extension of RFP response validity.

**TENDER FEE:**

- a) Rs 5,000/- (Rs Five Thousand only) Non-Refundable in the form of Demand Draft in favor of National Film Development Corporation, New Delhi. Tenders without this fee would be disqualified.
- b) Tender Documents submitted without the requisite tender fee shall not be considered for evaluation and will be rejected out rightly.

**EARNEST MONEY DEPOSIT (EMD)**

7. An EMD of Rs 7,50,000 (Rupees seven lakhs fifty thousand only) in the form of a Demand Draft payable at New Delhi drawn in favour of National Film Development Corporation, New Delhi, 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 without interest within 7 (seven) working days from the date of signing of contract with successful bidder.

**8. SUBMISSION OF BIDS**

**Packet no.1**

Technical bid will be put in this envelope, super-scribed as Technical Bid (duly signed and stamped on each page by the Applicant). In this sealed cover along with Technical Bid, Tender Fee and EMD in the form of Demand Draft in favor of National Film Development Corporation, New Delhi should be enclosed.

Unconditional acceptance of NFDC tender conditions in its entirety, duly signed by the Applicant as given in tender document. This acceptance letter shall also be submitted in this sealed cover.

**Packet No.2**

Financial bids will be put in this envelope, super- scribed as Financial Bid (duly signed and stamped on each page by the Applicant).

The EMA/TVP will be required to submit the financial bid in a separate sealed envelope.

**Packet No.3**

All the above envelopes should be put in the third larger envelope which should be super scribed with "Bid for Producing Live TV Show on May 22<sup>nd</sup> 2016" along with the name, contact numbers and address of the Applicant.

Leaving out any item will result in disqualification. The amount quoted by an Applicant should be inclusive of all taxes and duties shown separately. The total amount quoted should cover all the requirements as per this tender document.



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

**10. SELECTION PROCESS:**

The bids shall be submitted in sealed envelopes through speed Post/ Courier/ Hand delivery till 12:00 PM on 02/05/2016 in the office of:

General Manager,

National Film Development Corporation, 4<sup>th</sup> Floor, Socchana Bhavan, Phase 1, CGO Complex, Lodhi Road, New Delhi - 110003

## **ELIGIBILITY CRITERIA**

The Event management agency/TV Production house should be in the business of organizing significant National/International events/Television Production and should have at least a minimum experience of five years in the field. The Applicant will be selected based on their technical competencies and exposure in producing similar events of international repute as per procedures described in this document.

The EMA/TVP should be in the business of providing ALL the mentioned activities as scope of works, in significant events of similar nature for a minimum of five years with respect to the following:

1. The average Annual minimum turnover of the EMA/ TVP company in regard to event management should be Rs. 25.00 Crores (Rupees Twenty five crores only) for the last three financial years. The turnover of event management division/Television Production (inclusion of details of turnover of advertising and printing or any other activity being done by the firm shall not be accepted) should be reflected in balance sheet/billing details certified by the chartered accountant. In case this turnover is not reflected separately in the balance sheet, a certificate in respect of the turnover of the event management division by the chartered accountant of the company should be enclosed.
2. The EMA/ TVP should have experience of providing turnkey solutions in infrastructure, management and other services for events of similar nature completed successfully for any Govt., Semi-Govt, and Public Sector Organizations in their own.
3. An undertaking that the EMA/ TVP has not been black listed by any Central Govt/State Govt/ PSU, to be provided in the format as per Annexure VII.
4. No consortium / joint venture shall be considered.
5. Certificate of Incorporation, MoA and AoA of the EMA/ TVP company should also be submitted alongwith the bid.
6. The Applicant should submit a list of five major clients (Government and / or private) to whom it is providing / has provided such services in the last 3 financial years.

Note: NFDC would be free to make enquiries from such clients about the work, conduct, performance, quality of service and such other related general enquiries about such Applicants (except the confidential commercial details like tender rates, etc.). The Applicant would have no objection to NFDC making such enquiries from their existing / past clients. (In case no. of such clients is less than five, the Applicant should furnish details in respect of all such clients with a declaration that these are the only clients).

6. An undertaking that the Applicant has sufficient technical and supervisory staff on their permanent rolls to cater to event organized by NFDC, to be provided in the format as per annexure VIII.

## **SELECTION CRITERIA:**

### **1. Pre-qualification:**

The details given by the Applicants in the RFP documents will be evaluated as per tender terms & conditions and based on eligibility criteria.

### **2. Weightage:**

Weightage between technical capability and financial bid will be 80:20. The financial bids will only be opened of those Applicants that score over 60 marks in the technical evaluation round

### **3. Technical Evaluation:**

The eligible Applicants will then be first technically assessed, this assessment will be based on Concept Presentation (the presentation should consist of points mentioned below):

- |  |            |
|--|------------|
| A Detailed Concept and treatment note for the LIVE TV SHOW   | (25 marks) |
| B. Set concept & sample design   | (25 marks) |
| C. Short A/V demonstrating concept   | (10 marks) |
| D. Production related experience as per the scope of Work- Production and Event Management of Live Shows as per Annexure 3   | (10 marks) |
| E. Description of the Major productions or Events with value of atleast Rs. 5 Crores for the events done in the last three financial years ending as of March 2016 | (5 marks)  |
| <b>F. Infrastructure of Applicants</b>   |            |
| (i) Manpower   | (2 marks)  |
| (ii) Network of Offices  | (2 marks)  |
| (iii) Other infrastructural support facilities.  | (1 mark)   |

Note - The maximum time for presentation shall be 20 minutes. Hard copy along with a softcopy of presentation has to be provided to NFDC at the time of presentation. Applicants are requested to be prepared to give the presentation on a short notice.

## **PART II**

### **Financial Bid**

1. Financial bids (Packet no. 2) of only those Applicants who score a minimum of 60 marks out of 80 in the technical evaluation stage presentation will be opened.

**The Financial bids must be firm and fixed and should be valid for at least three months from the date of submission of offer.**

2. In preparing the financial bid, the EMA/TVP shall take into account the requirements of different types of equipment, technical man power required, celebrity & talent costs, all administrative charges, travels, accommodation, food etc. as per the scope of work as detailed at Annexure I.

3. It shall be up to the EMA/TVP to anticipate and work out the various costing under the given sub-heads. It shall be the duty of the EMA/TVP to visualize and anticipate the extra requirements if any, of the show like refreshments for the supporting staff/crew, incidental cost of travel, hospitality, etc. The EMA/TVP shall quote the corresponding cost accordingly, in the format as laid down in Annexure I.

4. Any subsequent increase or escalation of costs shall have to be borne by the EMA/TVP unless the same has been requested and authorized by NFDC in writing. No extra items will be added without the written approval of the Managing Director, NFDC. All expenditure pertaining to subsequent meetings for NFDC viz Air fare, transportation, Accommodation & Incidental cost etc. to be borne by EMA/TVP. No Additional Cost shall be entertained apart from the cost quoted by EMA/TVP.

5. The Applicants may formulate their financial bids on the assumption that a maximum of 40% of the contract value would be receivable as advance, which shall be paid after submission of a Performance Bank Guarantee of a Nationalized Bank/First Class Bank by the Applicant. 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 EMA/TVP as per the provisions of the contract subject to receipt of the payment from the ministry.

6. The bid will be opened by a committee in the presence of Applicants who are technically qualified. The Applicant who quotes the lowest will be awarded the highest score of 20 marks. The Applicants with the next highest quote will be given the score of 20 marks adjusted downwards to the percentile difference between the quoted price and so on. Negotiations will be held with qualified and selected Applicant. The scores of the financial bid will be determined as stated above.

The aggregate of the technical score & financial score will be calculated for each technically qualified Applicant and the Applicant who scores the highest aggregate will be selected. Under no circumstances, the financial negotiations shall result into increase in the price originally quoted by the Applicant. NFDC is at liberty to reduce any item on pro rata basis.

7. 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.

8. Contract will be awarded to the Applicant in case the bid has been determined as the most viable and responsive concept, as evaluated in Para 6 above, subject to approval of the competent authority and all the relevant certificates and documents being in order. In case the Applicant with the highest score fails to provide the said documents, such Applicant shall be rejected and the Applicant with the next highest score shall be considered. Negotiations will be held with qualified and selected Applicant. Under no circumstances, the financial negotiations shall result in increase in the price originally quoted by the Applicant. NFDC is at liberty to reduce any item on pro rata basis.

9. If the EMA/TVP is finally shortlisted, then a contract will have to be executed between the NFDC and the selected EMA/TVP as per format finalised by NFDC.

#### Performance Bank Guarantee

Selected Applicant will be required to submit Performance Bank Guarantee (“**PBG**”) at the time of signing the contract 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. Failure to provide such PBG will result in disqualification and the contract will be awarded to the Applicant with the next highest score and the Tender Fee and EMD of the former Applicant shall be forfeited, without any claims/ objections of any nature whatsoever.

#### Liquidated damages

In the event of the successful Applicant’s default in adhering to the agreed time frame/ scheduled set of activities as laid down in the contract, NFDC shall have the right to cancel the contract at any time and make alternative arrangement at the discretion of NFDC, in which case extra expenditure involved, will be recovered from the successful Applicant. In the alternative, successful Applicant 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

40% of the contract value shall be paid as advance after submission of performance bank guarantee (to be submitted at the time of signing of agreement) for an equivalent amount valid for two months beyond the expiry of the contract. Balance 60% shall be paid on successful completion of the contract.

## **ANNEXURE I**

### **SCOPE OF WORK FOR EMA/TVP ACTIVITIES**

The Live TV Show must contain information about the various government programmes initiated by various departments and ministries such as Dept. of Financial Services, Ministry of Finance, Ministry of Women & Child Development, Ministry of Health & Family Welfare, Ministry of Human Resource Development, Ministry of Communications & Information Technology, Ministry of Defence, Ministry of petroleum and Natural Gas. Besides being informative the show must contain entertainment acts that are relevant to the format and content of the Live TV Show.

This will be a turnkey project and the agency will be responsible for producing the entire Live TV Show except for provision of cameras, post-production, broadcast equipment, satellite links & OB Vans etc. and the technical manpower like Broadcast Engineers and Equipment Assistants to operate these equipment which will be provided by the designated Broadcast Partner. The scope includes content creation, celebrity and performer management, creative direction, show script and show direction.

#### **Scope of Work Details**

1. To conceptualize the entire look and feel of the Live TV Show including but not limited to:
  - a. Set Design
  - b. Show Packaging
  - c. Developing Storyboards
  - d. Treatment
  - e. Run Order
2. Scripting the entire Live TV Show
3. Temporary Infrastructure
  - a. Booking of Multiple Venues across the country to be used as Shooting Studio Floors
  - b. Provision of Generators and fuel for power feeds to the studio
  - c. Provision of air conditioning, conveniences, etc.
  - d. Performance stages with appropriate lighting for Panel discussions.
  - e. Space for Production Control room (Except post Production & Live switching equipment which will be provided by the designated Broadcast Partner).
  - f. Making temporary Air Conditioned Green and Makeup rooms
  - g. Adequate provision for cabling for the Production control Room
  - h. First Aid and emergency medical facilities
  - i. Fire fighting equipment
  - j. Cleaning of venue
4. Hospitality
  - a. Hotel Accommodation for Crew, Celebrities and Panelists

- b. Catering at the venue, for the delegates, VIPs, crew and cast.
  - c. Drinking water at the Studio venue - Dispensers with disposable glasses.
  - d. Craft Services (Tea/Coffee/Snacks)
  - e. Purchase of consumables.
- 5. Set Construction/Fabrication
  - a. Stage for Panel Discussions
  - b. Audience Gallery
  - c. Appropriate Backdrops/Sets
  - d. Appropriate Props
- 6. Set Lighting
  - a. Setting up of lighting grid
  - b. Overhead lighting appropriate for multiple camera television broadcast
- 7. Production of A/V Packages for insertion during broadcast of the Live TV Show.
  - a. Pre-Prepared AV Packages highlighting the various programmes by the various ministries to be made for playback during the Live TV Show.
- 8. Identifying, Engaging & Managing Celebrities & Talent for the entertainment section of the Live TV Show.
- 9. Production services for the entire Live TV Show including
  - a. Hiring of technical crew for all the locations
  - b. Securing permissions from the concerned authorities
  - c. Location management
  - d. Transport
  - e. Travel arrangements
  - f. Security
  - g. Cleaning Personnel

## ANNEXURE –II

### **Consolidated summary of costing of various items to be managed and executed by the EMA/TVP.**

S.no.	Item	Price Quoted
1	Concept & Storyboard	
2	Scripting	
3	Set Design	
4	Set Construction in all the locations	
5	Studio Venue Hire in all locations	
6	Technical Crew Hire	
7	Show Directors	
8	Show Producers	
9	Catering	
10	Transport	
11	Celebrity costs	
12	Security	
13	Travel	
14	Infrastructure – Production Control Room	
15	Guest Relations	
16	Hotel Accommodation	
17	Medical & Fire equipment	
18	Celebrity Management Costs	
19	Facilities (Green Room / Makeup Vans / Toilets/Holding Areas)	
20	Communication Costs	
21	Production of A/V Packages for insertion into main show	
22	Other costs	
23	<b>Taxes</b>	
	<b>GRAND TOTAL</b>	

A summary of the costing as indicated in row titled 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/Production Name	Date	Place	Supporting Document Enclosed

**FOOTNOTE:**

1. Separate tables may be provided for the national and international events.
2. For the purpose of marking, only those events, managed by the EMA/TVP 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**  
**EARNEST MONEY DEPOSIT**

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

**Name:**

**Designation:**

**Signature:**

## **ANNEXURE V**

### **Annual Turnover from Event Management Works / TV Productions**

<b>Sl. No</b>	<b>Financial Year</b>	<b>Financial Turnover in Rs.***</b>
01	2013-14	
02	2014-15	
03	2015-16	

(Minimum turnover should be Rs.25 Crores per Financial year)

\*\*\*To be supported by Certificate issued by a Chartered Accountant.

**Name:**

**Designation:**

**Signature:**

**ANNEXURE VI**

**CONTRACT**

**BETWEEN**

**NATIONAL FILM DEVELOPMENT CORPORATION**

**AND**

**[NAME OF THE EMA/TVP]**

**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 NATIONAL FILM DEVELOPMENT CORPORATION, NFDC, 4<sup>th</sup> Floor Soochana Bhavan, CGO Complex, New Delhi, 110003, NFDC (hereinafter called the “**NFDC**”), of the First Part and, [name of EMA/TVP] (hereinafter called the “**EMA/TVP**”) of the Second Part.

## **WHEREAS**

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

(b) the “NFDC” has accepted the offer of the EMA/TVP 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 Producer

(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 “NFDC” and the EMA/TVP shall be as set forth in the Contract, in particular:

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

(b) the “NFDC” shall make payments to the EMA/TVP in accordance with the provisions of the Contract.

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

Signed by -----

1. For and on behalf of the National Film  
Development Corporation  
[Authorized representative]

In presence of

(Witnesses)

- (i)
- (ii)

2. For and on behalf of [EMA/TVP]  
[Authorized Representative]

In presence of

(Witnesses)

- (i)
- (ii)

## **II. General Conditions of Contract**

### **1. GENERAL PROVISIONS**

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

(a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.

(b) “EMA” means any private or public entity that will provide the Event Management Services to the “NFDC” 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 “NFDC” or the EMA/TVP, as the case may be, and “Parties” means both of them.

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

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

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

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

(m) “Third Party” means any person or entity other than the “NFDC”, or the EMA/ TVP.

(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 “NFDC” and the EMA/TVP. The EMA/TVP, 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 “NFDC” 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 “NFDC” 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 NFDC’s policy to require that NFDC as well as EMA observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the NFDC 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 NFDC, 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 NFDC**

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

(b) The NFDC may also sanction against the EMA/TVP, including declaring the EMA/TVP ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the EMA/TVP has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a NFDC 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 ‘NFDC’s notice to the EMA/ TVP instructing the EMA/ TVP to begin carrying out the Services. This notice shall confirm the conditions as stipulated in clause 3 of the SC.

**2.2 Commencement of Services:** The EMA/ TVP 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 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 NFDC 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 Subcontractors 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/ TVP, upon instructions by the “NFDC”, shall either:

- i) demobilize,; or
- ii) continue with the Services to the extent possible, in which case the EMA/ TVP

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 “NFDC” 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/TVP fails to remedy a failure in the performance of its obligations hereunder,
- b) If the EMA/TVP becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the EMA/TVP fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- d) If the EMA/TVP, in the judgment of the “NFDC”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the EMA/TVP submits to the “NFDC” a false statement which has a material effect on the rights, obligations or interests of the “NFDC”.
- f) If the EMA/TVP fails to provide the quality services as envisaged under this Contract.
- g) If the “NFDC”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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

**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/TVP 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 “NFDC” shall make the following payments to the Consultant:

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

### **3. OBLIGATIONS OF THE EMA/TVP**

#### **3.1 General**

**3.1.1 Standard of Performance:** The EMA/TVP 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 shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The EMA/TVP shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “NFDC”, and shall at all times support and safeguard the NFDC’s legitimate interests in any dealings with Sub-Consultants or Third Parties.

**3.2 Confidentiality:** Except with the prior written consent of the “NFDC”, the EMA/TVP 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/TVP 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/TVP (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/TVP shall submit to the “NFDC” the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix-C.

**3.5 Documents Prepared by the EMA/ TVP to be the property of the “NFDC”:** All plans, drawings, specifications, designs, reports, other documents and software prepared by the EMA/TVP for the “NFDC” under this Contract shall become and remain the property of the “NFDC”, and the EMA/TVP shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “NFDC”, together with a detailed inventory thereof. The EMA/TVP may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the NFDC and the NFDC reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the EMA/TVP and third parties for purposes of development of any such computer programs, the

EMA/TVP shall obtain the “NFDC”’s prior written approval to such agreements, and the “NFDC” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

#### **4. EMA/TVP’s PERSONNEL AND SUB-CONTRACTORS**

**4.1 General:** The EMA/TVP 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.

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

(b) If the “NFDC” (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/TVP shall, at the “NFDC”’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “NFDC”, 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/TVP shall not sub-contract any or part of the work without prior written permission of the NFDC.

#### **5. OBLIGATIONS OF THE “NFDC”**

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

a) Provide the EMA/TVP, and Personnel with work permits and such other documents as shall be necessary to enable the EMA/ TVP or Personnel to perform the Services.

b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

c) Provide to the EMA/TVP 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/TVP 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/TVP in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the EMA/TVP 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 (c) of this Contract.

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

## **6. PAYMENTS TO THE EMA/TVP**

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

a) The total cost of the Services payable is set forth in Appendix-B as per the EMA/TVP’s proposal to the NFDC and as negotiated thereafter.

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

c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to Clause 5.2 hereof, the Parties shall agree that additional payments shall be made to the EMA/TVP 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 NFDC as specified in para 2.1 of GC.

b) 40% of the total value of the Contract shall be paid as advance after production of Performance Bank Guarantee.

c) **Final Payment:** The final payment as specified in SC 7 shall be made only after the final report, final statement & a CA certificate as per Annexure IX for all the expenses incurred, identified as such, shall have been submitted by the EMA/TVP and approved as satisfactory by the “NFDC”. The Services shall be deemed completed and finally accepted by the “NFDC” and the final report and final statement shall be deemed approved by the “NFDC” as satisfactory thirty (30) calendar days after receipt of the final report and final statement by the “NFDC” unless the “NFDC”, within such thirty (30) day period, gives written notice to the EMA/TVP specifying in detail deficiencies in the Services, the final report or final statement. The EMA/TVP 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 NFDC after submission by the EMA/TVP with / without modifications to be communicated in writing by the NFDC to the EMA/TVP.

e) If the deliverables submitted by the EMA/TVP are not acceptable to the NFDC, reasons for such non-acceptance should be recorded in writing; the NFDC shall not release the payment due to EMA/ TVP. This is without prejudicing the NFDC's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the EMA/TVP only after it re-submits the deliverable and which is accepted by the NFDC.

f) All payments under this Contract shall be made to the accounts of the EMA/TVP 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/TVP of any obligations hereunder, unless the acceptance has been communicated by the NFDC to the EMA/TVP in writing.

h) In case of early termination of the Contract, the payment shall be made to the EMA/TVP as mentioned here with: A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the EMA/TVP 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 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:** (a) In the case of dispute arising upon or in relation to or in connection with the Contract between the NFDC and the EMA/ TVP, 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 NFDC and the EMA/ TVP, 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 NFDC. The Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings.

(b) 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.

(c) 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 NFDC 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 EMA/TVP's default in adhering to the agreed time frame / scheduled set of activities as detailed in this Contract, the EMA/TVP 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 EMA/TVP shall notify the NFDC/ 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 EMA/ TVP, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the NFDC/Government for performance of works/services including that of its



Personnel/Sub Contractors under the Contract.

v. The EMA/TVP shall at all times indemnify and keep indemnified the NFDC/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its Services under the Contract.

vi. The EMA/TVP shall at all times indemnify and keep indemnified the NFDC/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 EMA's/ TVP's) Personnel/ Sub-Contractors, 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 EMA/ TVP.

vii. The EMA/TVP shall at all times indemnify and keep indemnified the NFDC/Government of India against any and all claims by employees, workman, contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the EMA/ TVP, 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 EMA/ TVP for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the NFDC.

### III. SPECIAL CONDITIONS OF CONTRACT:

SC Clause	Ref of GC Clause	Amendments of and supplements to, in the General conditions of Contract
1.		The Addresses are :  NFDC Attention : Fax:  EMA/TVP Attention: Fax:
2.		The Authorized Representatives are: For the <b>"NFDC"</b> : For the EMA/ TVP:
3.		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: 40% of the Contract value as advance on production of Performance Bank Guarantee to equal amount valid for a period of two months and Balance 60% on successful completion of the work after Acceptance certificate to the effect by the NFDC.

Binding signature of NFDC Signed by \_\_\_\_\_  
(for and on behalf of the NFDC)

Binding signature of EMA/ TVP 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 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**

### **Daily Report to be submitted by EMA/TVP on completion of the assignment**

1. Details of manpower deployed at designated venues.

#### **Note:**

- 1. The above report should be submitted by EMA/TVP on daily basis.*
- 2. The above information should be supported with documentary proof.*
- 3. An assessment by NFDC in qualitative and quantitative terms duly taking into consideration into the proposal submitted by the EMA/TVP would be made.*

## **CERTIFICATE**

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

**DGM, NFDC**

## **ANNEXURE VII**

### **To Whomsoever it may concern**

This is to certify that .....(Agency Name)  
having its registered office at .....(Address) is  
neither blacklisted by any Central Govt / State Govt / PSU's by whatever mean and  
nor defaulter of any repayment of loan/deposits etc from any financial institutions.

Yours Sincerely

Authorized Signatory  
With Sign & Seal of EMA/ TVP

## ANNEXURE VIII

### **To Whomsoever it may concern**

This is to certify that .....(Agency Name)

having its registered office at .....(Address) have  
sufficient technical and supervisory staff on permanent rolls to cater to events  
organized by NFDC.

The List of Key Experienced Staff are given below:

Name:	Qualification	Experience

Yours Sincerely

Authorized Signatory  
With Sign & Seal of EMA/ TVP

## ANNEXURE IX

### Chartered Accountant (CA) Certificate

(on the Letter Head of Chartered Firm)

We, (name and address of Chartered Firm), the auditor of (name and address of EMA/ TVP) has examined the books of accounts and other records, including voucher and supporting documents maintained by (name of EMA/TVP) in connection with production of (reference of the project) for (name of Ministry / Department).

We have also carefully examined the agreement containing terms & conditions for support, signed between National Film Development Corporation Ltd. and (name of EMA/ TVP) dated (agreement date) for the grant of funds covered by this certificate and the budget approved by the donor agency.

On the basis of information and above stated documents produced to us, we hereby certify that the said firm incurred a total expenditure of Rs. (in figure & words) towards cost of production of (reference of project)

S.No.	Budget Line Item	Amount (Rs.)
1		.....
2		.....
3		.....
	Total	.....
	Margin of Profit	.....
	Less : Director Fees	.....
	Plus : Service Tax	.....
	(not on Director Fee)	.....
	<b>Grand Total</b>	.....

The Certificate is issued at the request of the proprietor of (name of the EMA/ TVP) and the figures are certified as per documents produced to us.

Place :

Date :

For, (name of Chartered Firm)

Chartered Accountant

Firm Regn. No. \_\_\_\_\_

Name and signature of Partner

Membership No. \_\_\_\_\_