

**NFDC/24-25/Admin&Hospitality/Accommodation/70thNFA**



**Expression of Interest (EOI) in Sealed Envelope**

**For Appointment of**

**“Hotel”**

**For**

**National Film Development Corporation and for**

**70th National Film Awards,**

**07th to 08th October 2024**

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## **PROPOSAL NOTICE**

The National Film Development Corporation (herein after referred as NFDC) invites applications for providing hospitality services as the Hotel and Other Hotel(s) ("Applicant/ Hotel") for National Film Development Corporation and for **70th National Film Awards(NFA)**, 07th to 08th October 2024). The following is the schedule of the Proposal Process.

<b>Sr. No</b>	<b>Description</b>	<b>Date</b>	<b>Location</b>	<b>Time</b>
1	Release of letter Inviting Proposal in Sealed envelope and Proposal Document	<b>20/09/2024</b>	-	-
2	Last date and time of Submission of Document	<b>25/09/2024</b>	Delhi	<b>13:00 hrs</b>
3	Opening of Proposal Document	<b>25/09/2024</b>	Delhi	<b>15:00 hrs Onwards</b>

The NFDC reserves the right to accept or reject any Application without assigning any reason and any changes in the Proposal Documents shall be communicated to the Applicants via Letter/ e-mail accordingly.

Any application received after the last date and time for submission for the same, i.e., **25/09/2024**, up to **13:00 hrs**, shall not be accepted. Applications received after the last date shall be summarily rejected and returned unopened. **Each page is to be sealed and signed by the authorised representative of the Hotel.**

**General Manager, NFDC**

## **INTRODUCTION**

### **Introduction to the National Film Development Corporation (NFDC):**

Established in 1975, the National Film Development Corporation Limited (NFDC) is a renowned organization under the administrative control of the Ministry of Information and Broadcasting, Government of India. NFDC was established with the primary objective of fostering and nurturing the Indian film industry, supporting the production and distribution of quality films that reflect the diverse cultural fabric of the nation.

### **About National Film Awards**

The National Film Awards, established by the Directorate of Film Festivals under the Union Ministry of Information and Broadcasting, have been presented annually since 1954. Originally known as the "State Awards," they were limited to recognizing films from a dozen regional languages. In 1968, separate awards for artists and technicians were introduced. Since 2021, the awards have been managed by the National Film Development Corporation (NFDC).

The awards aim to enhance the appreciation of diverse cultures and communities across India, promoting unity and integrity. Presented by the President of India, the awards honor films from the preceding year.

The awards are divided into three sections: "Features," "Non-Features," and "Best Writing on Cinema." The "Features" and "Non-Features" categories recognize cinematic achievements, while the "Best Writing on Cinema" category aims to encourage the study and appreciation of cinema as an art form.

## **DISCLAIMER**

This Proposal Document is not an offer by NFDC, but an invitation to receive responses from eligible and interested eligible hotel for Appointment as **HOTEL for National Film Development Corporation and for the 70th NFA** to accommodate Invited Celebrities, Dignitaries, Guests and Official's during the **70th National Film Awards(NFA)** which is scheduled to be held in Vigyan Bhawan, New Delhi from 07th to 08th October 2024

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

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

## **ELIGIBILITY CRITERIA**

- I. The Hotel should be a 5 Star/5 Star Deluxe hotel property conveniently located within a radius of 8 kms., distance by road from the **Event Venue(Vigyan Bhawan)** in New Delhi, and having at least two restaurants serving multiple cuisines.
- II. The Applicant shall submit a valid certificate of Registration with the Ministry of Tourism Govt. of India or Department of Tourism Govt. of Delhi mentioning the 5 Star/5 Star Deluxe Category and total number of rooms
- III. Submit certificate of Goods & Services Tax Registration
- IV. Submit Copy of Pan Card
- V. Employee's State Insurance (ESI) and Provident Fund (PF) Registration certificates
- VI. Certificate of compliance on the letterhead of an independent Practicing Chartered Accountant duly certified as true and correct by affixing his / her signature and seal thereof, stating that the vendor deducts PF & ESI contributions of his labourers/employees from wages who are deployed on permanent/contractual engagement every month and deposit the PF/ESI contributions and the certificates submitted are valid at the time of opening of tender any consequence arising due to non compliance /adherence to this, NFDC will not be held liable/responsible to pay any dues to this effect.

**Note: All the copies submitted should be self attested and with Company Seal**

## **INSTRUCTIONS TO APPLICANTS**

### **General Scope of Work (“SoW”)**

- I. Providing complimentary breakfast to the guests lodging as NFA guests.
- II. Ensuring the general services which guests require in order to have a comfortable stay at the hotel. The same must also be in accordance with the standard of a MoT rated 5 Star/ 5 Star Deluxe.
- III. Must have a ballroom with a capacity of **minimum 600 people**.
- IV. To provide Lunch and Dinner on 7th October 2024 and Lunch on 8th October 2024.
- V. To host HMIIB dinner on 8th October 2024.
- VI. Ensuring all Daily Inventory Reports (formats to be provided by the NFDC) are reconciled and acknowledgments to be obtained from the NFDC by 12:00 noon daily.
- VII. Execution of each work by prior approval of the NFDC.
- VIII. Adherence to all the terms and conditions as agreed in the agreements.
- IX. All necessary information required in the Annexures, along with a copy of their respective proof must be submitted.
- X. Employees, Members of the General Body Committee, Executive Council members, Tender drafting and opening Committee members, Technical Audit Committee members or any other committee members and their families i.e. Spouse and Children's constituted by NFDC shall not be eligible to bid for the tender.
- XI. If the bidder is a public Limited Company or private limited or partnership firm, the bidder shall produce the copy of the Board Members/Partners duly certified by the Registrar.
- XII. All the documents should be signed by the authorized signatory along with Hotel Seal on all the pages of the tender document.
- XIII. Any Overwriting should be countersigned by authorized signatory.

### **EVALUATION CRITERIA:-**

- I. The criteria for the selection of Hotel will be predominantly based on the total inventory of room nights provided to NFDC and the rate quoted for the Standard and Suite category of rooms per night. Preference will be given to the Hotel who would provide the best mix of maximum continuity in room nights at the lowest cost.
- II. Hotel should be in the Five Star/Five Star Deluxe Category by MoT, Govt. of India. Or Department of Tourism, Govt. of Delhi.
- III. Should be within 08 kms distance by road from event venue i.e. Vigyan Bhawan, New Delhi.
- IV. Preference to be given to Hotel with minimum room inventory of 150 plus rooms as the average day wise room inventory requirement is 130-150 rooms.
- V. Additionally, preference will also be given to the Applicant who has quoted the **L1** rate and has provided a sizeable continuous room-nights inventory for meeting NFDC's requirements.
- VI. Preference will also be given to the Applicant which has a ballroom with a capacity of **minimum 600 people**.
- VII. Preference will also be given to the Applicant which will provide upgraded rooms, if required, at the rates of standard rooms.



## **GENERAL TERMS AND CONDITIONS**

- I. **Correspondence** - All proposal documents submitted to the NFDC must be addressed to the following -

**The General Manager**

National Film Development Corporation Limited (NFDC)

401, 4th Floor, NFDC Regional Office, Soचना Bhawan, Phase 1,

C.G.O Complex, Lodhi Road, New Delhi 110003, Delhi, India

Ph: +91 11243 69462|63

- II. **Annexure V** contains details pertaining to the tentative day wise room requirements from the Hotel for 70th NFA. The Applicant (Hotel) must fill the number of room nights offered in the column “No. of Room Nights Offered against the Requirement”. The day wise room requirements mentioned in the said Annexure may or may not change. Any changes required will be communicated to the Hotel once the particular day’s guest list is received and daily room allocation is done. All changes must be adjusted against the total block of **150** room nights irrespective of their room classification and date(s).
- III. Any unforeseen situation may result in a booking requirement of less than 150 room nights for the 70th NFA, considering this though the EOI is floated with a fixed requirement of 150 room nights as per the MoU, however the actual room requirement will be intimated to Hotel at the time of signing of agreement. **The requirement may be less than 150 or even NIL** in the event if the NFA edition gets canceled or postponed/Preponed due to any of the reasons, all the Terms and Conditions along with Tariff shall remain the same, except NFDC’s final room requirement(s) and dates. The

Increase/decrease in the room requirement won't have any effect on the selection/evaluation process at the time of bid selection; the Hotel will be selected considering the total block requirement of 150 room nights.

- IV. For any requirements which are not associated with NFA i.e. for other day today office bookings, bookings for events organized /executed by NFDC throughout the year i.e. events where NFDC acts in the capacity of an Event Management Agency or consultant a proposal in sealed envelope will be invited or email inviting quotes would be sent to all empanelled Hotel and to other Hotel as well located within a radius of 08 kms., distance by road and the most competitive offer will be considered and utilized.
- V. The Hotel(s) should nominate one staff each during their Day Shift and Night Shift to handle the entire event coordination and that person should be available to representatives of NFDC as and when required.

VI. **CHECK IN / CHECK OUT TIMING**

- (a) It is agreed that Check in would be 1300 hrs and check out time would be 1300 hrs.
- (b) Rooms checking-in before 0900 hrs would be blocked from the previous night on chargeable basis and rooms required after 1600 hrs check-out would be blocked for the next night on chargeable basis.
- (c) The HOTEL will have to accommodate those early arrivals or late check-outs, if the number of rooms utilized is less than the approved budgeted, the previous or next day, whichever the case maybe.
- (d) If the number of early arrivals or late check-outs requests exceeds the number of remaining unused budgeted rooms, then the Hotel must give preference to accommodating NFDC guests, based on availability.

(e) The HOTEL shall ensure at all the times that rooms are made available to the guest and they are not made to wait at any given time before or during check-in. This should be ensured by NFDC deputed staff in co-ordination with the Hotel Staff.

## VII. **PACKAGE RATE INCLUSIONS**

The rates for each of the rooms shall include the following:

- Room charges Inclusive of all applicable Taxes;
- Buffet Breakfast/Lunch/Dinner at a designated area

The Applicant(s) may provide their offers in two categories, namely Standard rooms and Suite rooms.

- Welcome Drink (Non-alcoholic);
- Hotel amenities placed in all rooms; in accordance with the standard of a MoT rated 5 Star Hotel.
- Complimentary Tea/Coffee makers in each room with replenishment provided on a daily basis;
- Minimum Two bottles of packaged water (500 ml) per day in the room;
- Complimentary Fruit basket once during stay;
- Complimentary Cookies once during stay;
- Personal safe in each room;
- Unlimited use of the swimming pool, health club, gymnasium, sauna and steam;
- Wi-Fi facility/Wired Internet facility for every room on a non chargeable basis.

- Concierge desk for NFA guests to be set up by Hotel with electrical connection, phone line, internet connection which will be manned by one person from NFDC and one person of a Duty Manager level from the HOTEL.
- The internet connection provided for the Concierge desk will be **Free of cost.**
- Changing of Room Linen e.g. bed sheets, towels, napkins & sanitary consumables such as soaps, shampoos, toothpaste, etc should be done on a daily basis;
- 20% discount on food & soft beverages at Restaurants and in room dining.
- One Complimentary room for NFDC from 07th to 08th October 2024, on bed and breakfast basis. This room will not be included in the budgeted 150 room nights.
- One office space for the 70th NFA team deputed at the hotel with adequate power supplies, table and chairs and WIFI connection.
- All guests of NFA will be eligible to book additional room nights on self payment at the Hotel at the rate provided to NFDC depending on availability.

#### VIII. **EXCLUSION**

- a) Except for the items provided in the “Package Rate Inclusions” in Clause **VIII** above, any extras like food, beverages, room service, cigarettes, liquor, laundry, etc, shall be billed separately and directly to the respective Guest/s unless there is an approval from NFDC. The NFDC shall not be responsible or liable to settle any such claim in this regard. The HOTEL would hand over the Welcome Letter, guest wise with all the entitlements mentioned, which will be placed in the rooms;

- b) Similarly, charges for usage of any other facility like the audio visual equipment, telephones, business centre, transportation, sightseeing, photographer, etc, and any other facility utilized, other than those specified in the “Package Rate Inclusions” in Clause **VIII** above, will be charged as per the usage directly to the guests by the HOTEL and NFDC shall not be liable to pay the same.

It is clarified that:

- a. The NFDC shall pay only those rates towards the rooms booked by NFDC as per the rates quoted by the HOTEL.
- b. Unless there is a written permission/approval on the NFDC’s letter head/ email from gurpreet@nfdcindia.com for any additional room(s), no additional booking shall be made or entertained by the HOTEL in the name of NFDC and NFDC shall not be liable to pay towards the charges of any such additional room(s) which has/have been booked/reserved without due written permission/approval on the NFDC’s letter head/ email from gurpreet@nfdcindia.com
- c. The Hotel will bring out Daily Room Status Report and get it verified and counter signed by the National Film Development Corporation’s Authorised Representative on a daily basis. The final payment of amounts due by NFDC in terms of this Agreement will be settled after reconciliation of the bills submitted with the daily room status report.
- d. Unless there is any a written permission/approval on the NFDC’s letter head/ email from gurpreet@nfdcindia.com for providing any additional facility/amenities to guests (e.g. Food/Spa/Laundry), no facilities to be provided by the Hotel, also guest requesting the

change of room category, extension of room nights should get the same approved by NFDC, Hotel cannot change the room category without prior approval of NFDC.

- e. From a security point of view, the Hotel bidding shall not arrange/organise any other major function during the NFA period as far as possible. If any prior event booking(s) have been taken by the Hotel, the same must be intimated to NFDC and the security of the guests while on the Hotel premises, will be the sole responsibility of the Applicant.

IX. **RESERVATIONS & NO SHOWS/RETENTION**

- a) The NFDC shall give the rooming requirement to the HOTEL by 1st October 2024.
- b) The NFDC shall furnish the daily rooming list to the HOTEL latest by 19:00 hrs on the earlier day.
- c) The HOTEL will bring out a Daily Room Status Report in the format provided by NFDC giving the details of :-
  - i. In-house Guests
  - ii. The guests who have checked in and checked out.
  - iii. No show (for the purpose of retention charges)
  - iv. Vacant rooms (for the purpose of retention charges)

The said Daily Room status will be verified and counter signed by the Authorized representative of NFDC, on a daily basis. The bill to be submitted only in a format provided by NFDC, if submitted in any

other format, the bill will not be processed; the format shall be with the appointed Hotel(s).

- d) The NFDC is free to substitute/replace the names in the rooming list prior to check-in.
- e) All the number and the type/ category of rooms shall be provided by the NFDC. If the room category is not provided/mentioned then the Hotel shall consider the category to be that of the lowest cost and if the count of room nights to be provided to the guests is not mentioned, then the Hotel shall contact the NFDC and confirm the same. NFDC shall not be liable to make any payment for Non-adherence of the above mentioned process.

X. **PAYMENT SCHEDULE & BILL SUBMISSION/SETTLEMENT PROCEDURE**

- (a) The payment schedule for the aforesaid rooms will be as under and followed strictly:
  - i. Up to 50% of the estimated billing shall be paid as part payment within 10 days from the signing of this Agreement.
  - ii. Payments shall be released against the respective invoice submitted by the Hotel and duly certified by NFDC.
  - iii. Balance Payment, based on actual billing (to be provided in one cumulative bill which has the requisite **(revenue stamps)**), shall be paid within 45 – 60 days after the submission of final bills by the HOTEL to NFDC, subject to settlement of final bills on either side.
  - iv. All Bills should be submitted within 30 days after completion of work.

- v. All the bills to be raised in guest name C/o. NFDC, entire billing will be **Bill to Company (BTC)** i.e. room rate incl. of applicable taxes and breakfast, if any self payments or payments to be made by any other authority or bill to be raised in the name of any other authority besides NFDC the same will be intimated via letter or email..
- vi. Submitted bill should have GST number of both the parties mentioned on the bill and the same should reflect on GST Portal
- vii. The submitted bill should have appropriate Invoice/Bill number along with HCN Code / Serv. Code and Revenue Stamp with signature of authorised personnel.
- viii. All Bills for additional rooms and/or services availed shall be supported with a copy of the respective email from [gurpreet@nfdcindia.com](mailto:gurpreet@nfdcindia.com)/ [70nfa2022@gmail.com](mailto:70nfa2022@gmail.com) which confirms the same.
- ix. All Bills shall be supported with written permission/approval on the NFDC's letter head/ email from [gurpreet@nfdcindia.com](mailto:gurpreet@nfdcindia.com)/ [70nfa2022@gmail.com](mailto:70nfa2022@gmail.com)

The process of bill submission/settlement shall be as under:

- (i) The HOTEL shall furnish to NFDC the set of all bills towards occupied rooms, which bills shall be duly signed by the respective guests.
- (ii) The HOTEL shall furnish to NFDC a consolidated bill for retention charges worked out in terms of **clause X** above.
- (iii) The sets of bills as stated above, including the bill for retention charges shall be furnished along with the copies of the Daily Room Status Report referred to in clause X (c) above and this shall be construed as due submission of final bills for the purpose of payment



- (iv) The final amount payable, after deduction of payments made as per clause XI (a;1) above as part payment shall be paid to the Hotel **ONLY AFTER** submission of Provident Fund (PF) & Employee State Insurance (ESI) dues and a Compliance Certificate from a Chartered Accountant stating that all the dues pertaining to Provident Fund (PF) & Employee State Insurance (ESI) have been fully paid on the contract of NFDC along with details of Provident Fund (PF) & Employee State Insurance (ESI) contributions and the respective paid receipts. The certificate shall be on the letterhead of the Chartered Accountant duly certified as true and correct by affixing his / her signature and seal.
- (v) All payment/s under this clause shall be made in the name of the Hotel.

## **OTHER TERMS AND CONDITIONS**

### **I. Annulment of Contract:**

Failure of the successful bidder to comply with the requirement of any clause after signing the agreement shall constitute sufficient ground for the Annulment of the Contract. NFDC may make the award to any other Bidder at the discretion of NFDC or call for new bids. NFDC reserves the right to blacklist a bidder for a suitable period of time in case it fails to honour its bid on sufficient grounds.

### **II. Changes in the Contract :**

**NFDC** shall at any time, by written order given to the Hotel, make changes within the general scope of the contract and the Hotel should abide by the same. The Hotel shall not execute the scope of contract on verbal instructions of any official or member of NFDC.

### **III. Conflict of Interest.**

Hotel represents and warrants the following:-

- a. **No Current or Prior Conflict of Interest:** The Hotel has no business, professional, personal, or other interest, including, but not limited to, the representation of another client, that would conflict in any manner or degree with the performance of its obligations under this agreement.
- b. **Notice of Potential Conflict:** If any such actual or potential conflict of interest arises under this agreement, Hotel shall immediately inform the NFDC in writing of such conflict.

- c. **Termination for Material Conflict:** If, in the reasonable judgment of the NFDC, such conflict poses material conflict to and with the performance of Hotel's obligation under this agreement, then the NFDC may terminate the agreement immediately upon written notice to Hotel; such termination of the agreement shall be effective upon receipt of such notice by Hotel.

IV. **Taxes and Duties:**

The Hotel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Tariff Price..

V. **Force majeure:**

**(A) Definition** (a) For the purposes of this agreement, "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, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

**(B) No Breach of Contract:** The failure of a Party to fulfil 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**(C) Measures to be taken:**

(i) 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.

(ii) 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.

(iii) 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.

(iv) During the period of their inability to perform the Services as a result of an event of Force Majeure, the HOTEL, upon instructions by the NFDC shall either:

(i.i) Demobilize; or

(i.ii) Continue with the Services to the extent possible, in which case the HOTEL shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.

(v) 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 XV hereof.

VI. **Law Governing the Contract:**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law in force in India.

VII. **Language:**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

VIII. **Address, Notices and Communications :**

- (i) For all purposes of the contract, including arbitration there under, the address of the Hotel mentioned in the tender shall be the address to which all communications addressed to the Hotel shall be sent, unless the Hotel has notified a change by a separate letter containing no other communication and sent by registered post, acknowledgement due. The Hotel shall be solely responsible for the consequences of any omission to notify a change of address in the manner aforesaid.
- (ii) Any communication or notice on behalf of the Hotel in relation to the contract may be issued to the NFDC by the owner or any other officer authorized by him and all such communications and notices may be served on the NFDC either by Registered Post or speed post or by ordinary post or by hand delivery at the option of such officer.
- (iii) Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorised representative of the National Film Development Corporation to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the agreement.

**IX. Fraud and Corruption:**

**(A) Definitions:** It is the NFDC's policy to require that NFDC as well as the Hotel observe the highest standard of ethics during the execution of this agreement. In pursuance of this policy, the NFDC defines, for the purpose of this provision, the terms set forth below as follows:

- a. "Corrupt practice" means the offering, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract extraction.

- b. “Fraudulent Practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of the contract.
- c. “collusive practices” means a scheme and /or arrangement between two or more Hotel, with or without the knowledge of the NFDC, designed to establish prices at artificial, non-competitive levels;
- d. “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 this Agreement;

**(B) Measures to be taken by the NFDC**

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

**X. Commencement, Completion, Modification and termination of Contract**

**a. Effectiveness of Contract:**

This Contract shall come into effect on the date the Contract is signed by both Parties.

**b. Commencement of Services:**

This Contract shall commence on the date mentioned in the agreement

**c. Expiration of Contract:**

Unless terminated earlier for reasons mentioned in this contract, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the agreement.

**d. Modification:**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contracted Tariff, may only be made by written agreement between the Parties

**XI. Termination of contract :-**

The “NFDC” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs **(a)** through **(g)** of hereunder.

- a) If the Hotel fails to remedy a failure in the performance of its obligations hereunder.
- b) If the Hotel becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.



- c) If the Hotel fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause XV hereof.
- d) If the Hotel, in the judgment of the “NFDC” has engaged in corrupt or fraudulent practices in competing for or in executing this agreement.
- e) If the Hotel submits to the “NFDC” a false statement which has a material effect on the rights, obligations or interests of the “NFDC”
- f) If the Hotel fails to provide the quality services as envisaged under this agreement.
- g) If the “NFDC”, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

In such an occurrence the “NFDC” shall give not less than five (5) days written notice of termination to the Hotel.

**XII. Post Audit Defaults:**

It is an agreed term of contract that the National Film Development Corporation reserves to itself the right to carry out a post-payment audit of the works and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the Hotel for the refund any excess amount paid to them, if as a result of such examination any over-payment to him is discovered to have been.

**XIII. Defaults:**

- a. If as a result of any post audit, any amount is found to be recoverable from the HOTEL, the same will be recovered first from any sum due to the HOTEL against any current bill of the HOTEL and/or from their Security deposit and/or from any other amount due from the NFDC and/or on demand.

- b. If the HOTEL defaults in proceeding with the work without due diligence, due to lack of resources or organization or work operated/services are not up to the expected standards, the NFDC reserves right to terminate the Contract immediately. The NFDC would be entitled to with-hold any sum due and payable to the HOTEL towards the sum as a result of the said breach or default.

XIV. **Indemnity clause:**

Hotel shall defend, indemnify and hold NFDC and its Board Members, Officers, Directors, Employees and Agents, harmless from and against all loss, claims, costs, expenses, damages and liabilities reasonably incurred, suits, actions or proceedings (including reasonable attorneys' fees and associated legal costs) arising out of: a) all claims related to of by group of NFDC / guests related to of Hotel products and services, or use of the Hotel products/services, including without limitation any and all products liability, safety or health-related claims; b) Any mishap occurring to the guests / group of NFDC in the Hotel during their stay during the 70th NFA; c) any material breach of any term of this Agreement by Hotel.

Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue arising under or in connection with this Agreement.

XV. **Arbitration and Conciliation:**

- (1) Except as otherwise provided herein in the event of any dispute or difference arising out of or in a way relating to or concerning the terms of the

present scheme or the construction or effect of the terms of the present scheme, the same shall be attempted to be resolved by conciliation as per the provisions of the Arbitration and Conciliation Act, 1996. The Sole Conciliator is to be mutually appointed by the parties within a period of 7 days after initiation of conciliation proceedings.

(2) In the event that such dispute or difference cannot be settled by conciliation within a period of 30 days after initiation of conciliation proceedings, such dispute or difference shall be referred to arbitration held as per the provisions of the Arbitration and Conciliation Act, 1996. The Sole Arbitrator will be appointed by the Society.

(3) The Arbitration proceedings shall be conducted by Fast Track procedure as provided by the Arbitration and Conciliation Act 1996.

(4) The seat of the Arbitration shall be New Delhi and the venue of the Arbitration proceedings shall be New Delhi.

**Note: Ideally a person not directly connected with NFDC may be made the sole Conciliator / Arbitrator**

XVI. **Compliance with Applicable Laws:**

Hotel represents that it shall comply during the event Dates with all National and state laws and safety and building codes and rules. The Hotel shall provide a copy of the most recent fire inspection and health department inspection reports upon request by NFDC. The Hotel will provide a copy of the crisis/evacuation plan to NFDC upon arrival at the Hotel.

XVII. **Jurisdiction:**

In the event of any dispute/difference remains unresolved through the dispute resolution procedure as mentioned in the contract , then the

'Courts' of law as applicable to New Delhi shall have jurisdiction to resolve the dispute if any.

XVIII. **Statutory-Non-Statutory Compliance:**

The contractor shall comply with all the Central , State, Municipal and Panchayat laws and rules and shall be solely responsible for complying with the provisions of the contract labour (regulations and abolition) Act 1970 and rules there under and the other enactments that may be applicable including Employee's State Insurance (ESI) Act 1948, the payment of wages Act 1936, Provident Fund Act 1952, The Minimum Wages Act 1948, The Factories Act 1948, The workmen compensation Act 1923 or any other applicable legislation and the Municipal/Panchayat by laws or other statutory, non- statutory rules and regulations whatsoever in force in so far as these are applicable. Any obligations finding or otherwise missed under any statutory, non- statutory enactments, rules and regulations there under shall be the responsibility of the contractor/Vendor and the NFDC will take no responsibility for the same. The contractor has to remit the Provident Fund (PF) & Employee State Insurance (ESI) contribution as applicable regularly to the concerned authorities for labours engaged by him. The tenderer shall submit the copy of valid Provident Fund (PF) & Employee State Insurance (ESI) registration certificate along with the tender submission. In case the Notice for non compliance statutory requirements is received from appropriate agencies, the amount due will be deducted from the bills and other monies available with the NFDC. The above acts will be applicable as amended from time to time.

XIX. **General**

Any clarification in regard to the meaning or intent or interpretation of any of the provisions of these terms and conditions required at any point shall

be sought from the National Film Development Corporation, whose decision in the matter shall be final and binding. Any other matter relevant to but not covered in the Agreement shall also be decided by making reference to National Film Development Corporation and NFDC's decision shall be final and binding.

- XX. Bidders for this tender shall be deemed to be agreeable to all the terms and conditions herein contained. These terms and conditions shall be binding on the bidder(s). Conditional tenders are liable to be rejected. NFDC will process the tender as per standard procedures. The Committee constituted reserves the right to reject any or all or part of tender without assigning any reason. NFDC would not be under any obligation to give any clarifications to the bidders whose bids are rejected.

**All details to be filled up in the following Annexure's.**

**“ANNEXURE I”**

**CHECK LIST**

**PROPOSAL FOR APOINTMENT OF HOTEL AND OTHER HOTEL(S) FOR  
70th National Film Awards**

<b>Sr. No</b>	<b>Particulars</b>	<b>Remarks</b>
<b>1.</b>	Registration Certificate issued by Ministry of Tourism, Govt. of India or Department of Tourism Govt. of Delhi	
<b>2.</b>	Attested copy of the Good & Services Tax Registration	
<b>3.</b>	Attested copy of Pan Card.	
<b>4.</b>	ESI & PF Registration Certificate	
<b>5.</b>	Certificate of ESI & PF compliance by Chartered Accountant	

The Applicant is required to tick mark (✓) in the remark column if you comply with the requirement in the check list.

**Date:**

**Signature and Seal of the Applicant**

**“ANNEXURE II”**

**HOTEL STRUCTURAL & ORGANISATIONAL SET UP**

<b>1</b>	<b>Name of the Hotel-</b>		
<b>2</b>	<b>Star Category-</b>		
<b>3</b>	<b>Address-</b>		
<b>4</b>	<b>Contact details-</b>  <b>Telephone</b>  <b>Fax</b>  <b>Mobile</b>  <b>Email</b>		
<b>5 (a)</b>	<b>Hotel's total room capacity</b>	<input type="text"/>	
<b>(b)</b>	<b>Total no. of AC rooms offered</b>	<input type="text"/>	
<b>(c)</b>	<b>No. of Std rooms on Sgl / Dbl occupancy basis-</b>	<input type="text"/>	
<b>(d)</b>	<b>No. of Suites offered-</b>	<input type="text"/>	





7	<b>Complimentary amenities offered, if any-</b>  <input type="checkbox"/> Complimentary room (s) <input type="checkbox"/> Complimentary airports transfers <b>by car</b> <input type="checkbox"/> Internet access / Wi-Fi <input type="checkbox"/> Happy Hours <input type="checkbox"/> Discounts on F & B at the hotel's in- house restaurants <input type="checkbox"/> Discounts on Laundry <input type="checkbox"/> Any other amenities offered on a complimentary basis.	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>	
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**Signature of the Authorised Signatory**  
**With Name and Seal of Hotel**

**ANNEXURE III**  
**PROPOSAL FORM**

**PROPOSAL FOR APPOINTMENT OF HOTEL FOR 70th NFA**

1. Full name/s of the HOTEL:-

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2. Whether individual, Partnership Hotel, etc. (For other than individual please give details of Partners/Composition of Management, if any.)

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3. Full Address: (Tel no., Fax, Mobile no., E-mail ID,Website)

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4. Experience in the Business. (Please attach Testimonials/Certificates)

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I/We do hereby accept the terms and conditions attached to this Proposal Form. I/We also agree to abide by the Changes in the terms and conditions, as may be decided by the NFDC from time to time.

**Date:**

**Signature and Seal of the Applicant**

**ANNEXURE – IV**

**DETAILS OF BANK ACCOUNT**

(RTGS/NEFT facility for receiving payments)

<b>Sr. No</b>	<b>Particulars</b>	<b>To be filled by the bidder</b>
<b>1</b>	<b>Name(s) of Account Holder(s)</b>	
<b>2</b>	<b>Address of Account Holder(s)</b>	
<b>3</b>	<b>Name of the Bank</b>	
<b>4</b>	<b>Name and Address of Branch</b>	
<b>5</b>	<b>IFSC Code</b>	
<b>6</b>	<b>MICR Code</b>	
<b>7</b>	<b>Account Number</b>	
<b>8</b>	<b>Type of Account</b>	

I/We, hereby, declare that the particulars given above are correct and complete.

If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I/we would not hold National Film Development Corporation responsible,

(Signature(s) of account holder(s)) Name(s) of Account holder(s)

**SIGNATURE OF BIDDER & STAMP**

## ANNEXURE V

**(70th NFA Tentative Room Requirement)**

70th NFA Room Inventory Requirement							
Date	Tentative Room Nights requirement	<u>Room Category:-</u>	<u>Room Category:-</u>	<u>Room Category:-</u>	<u>Room Category:-</u>	<u>Room Category:-</u>	No. of Room Nights Offered against the Requirement
6th October	10						
7th October	130						
8th October	150						
9th October	10						
<b>TOTAL</b>							<b>TOTAL</b>

**Please Note: NFDC would require mainly all Standard rooms and 15-20 Suite Rooms on an average per day throughout the event period. The number of Suite Rooms may increase on the event day. The quoted Tariff would be applicable even when the room requirement increases or decreases. The days when the Suite Room inventory requirement**

increases, the same will be adjusted against particular day's or entire block's standard Room's inventory. The retention charges for the un-utilized suit rooms will be charged at Standard room rate only.

**ANNEXURE – VI**  
**FINANCIAL BID**

**APPOINTMENT OF HOTEL AND OTHER HOTEL(s) FOR 70th NFA**

Hotel \_\_\_\_\_ hereby offers the following number of rooms with applicable room rates for 70th NFA as Submitted in the table below:

Room Category	No. of Rooms Offered	Package Rate applicable per room per night on Bed & breakfast basis <u>Inclusive of applicable Taxes</u>
Std Room (Sgl/Dbl)		INR
Suite Room (Sgl/Dbl)		INR
<b><u>Any other category of rooms may be added below</u></b>		
Room Category:		INR
Room Category:		INR
Room Category:		INR
Room Category:		INR
Room Category:		INR

**\*Additional sheets can be attached in the form of letterhead if the information does not fit in the given space.**

**NOTE**

- The room rate quoted will be Uniform for Single/Double Occupancy on a per room night basis.
- The NFA would prefer one rate across all room categories, except for the Suite Room category.
- The Tariff indicated above should be inclusive of All Applicable Taxes (Tax Percentage to be mentioned separately)
- This Bid Document is submitted herewith duly signed by me/us in token of having accepted all the Terms and Conditions stated in the tender document and I/We have made my/our offer keeping in

**the view these terms and conditions. We/us understand that Conditional proposals are liable to be rejected.**

**Date:**

**Signature and Seal of the Applicant**