

Guidelines for submission of proposal to Army Headquarter/Ministry of Defence seeking assistance for Army in connection with making of film/TV serial/ documentary etc.

- All the proposals for making of films/ TV serials/ documentary etc., whose theme is based on Army or require assistance of Army in the form of manpower, location and equipments should be submitted to the following authority:

General Staff Officer -1 (PM)

Officer of ADG PI

Room No. 24, Ground Floor,

South Block, New Delhi - 110011.

Telephone : 011 - 23018665

- The proposal shall accompany a forwarding letter clearly indicating its date and shall contain the details as in **Appendix – A**. The proposal shall accompany with an Undertaking on the letter head of the company, as per the format at **Appendix – B**. It may be noted that incomplete proposal shall not be entertained.
- The assistance of Army will be provided for making of films etc. subject to availability of assistance sought and the circumstances.
- Shooting of routine training of Army may be allowed only after requisite security clearance.
- The proposals shall be examined by the Army HQ from Army image and security point of view or availability of the assistance required by the producer.
- Once Army HQ gives clearance, the producer shall deposit the amount in lieu of the Army assistance through Military Receivable order (MRO) issued by O/o ADG PI/ AHQ in favour of the concerned Command in which the Army assistance is required.

- Before the Army assistance is actually provided, the producer is required to enter into an agreement with ADG PI, Army HQ on the Stamp paper of appropriate denomination (format at **Appendix – C**) and to submit the following:
 - Insurance cover,
 - Indemnity Bond and the Stamp Paper of appropriate denomination (**format at Appendix – D**), and
 - Bank Guarantee of the amount equivalent to the amount of assistance sought, as security amount, which is refundable after completion of film.
- After completion of these formalities, Office of ADG PI/ Army HQ will issue sanction letter to the Authority/ concerned command for permitting the producer for shooting and to undertake other related activities.
- A Liaison Officer shall be detailed by the Concerned Command for monitoring of crew in the Army premises, who shall submit a report to Officer of ADG PI/Army HQ after completion of the shooting, regarding the actual assistance provided to the producer on ground.
- After completion of the shooting, preview of the film/ documentary etc., will be conducted by the Preview Committee comprising representative from MoD [Director/ DS(GS-III), MoD (Fin/GS-I) {Dir/DFA (GS)}], and Army HQ [Director ADG (PI) and Director (MI-11)].
- After clearance from the preview committee, the proposal may be referred by the Army HQ to MoD (GS-III/A) for approval of Joint Secretary (Army) and MoD(Fin/GS-I) before permitting the producer for release of the film/documentary etc., in public domain.
- Simultaneously, Army HQ shall take action for final settlement of account on the basis of the report of Liaison Officer in the formats prescribed in Army Order No. 12/88, after obtaining the concurrence of MoD (Fin/GS) through MoD (GS-III/A).
- Any queries regarding Army assistance for making films etc., can also be raised with Under Secretary (GS-III/A) telefax : 011-23016131.

AFFIDAVIT

I _____ son of _____ at present residing at _____, hereby solemnly declare as follows:

I am producing a feature film/documentary/TV serial (as the case may be), ò_____(title)_____ö in _____ language under the banner _____ . I solemnly declare that I am the Authorised Signatory/ Sole Proprietor of the above concern and no person other than the company is having any interest/right in the above banner/firm.

3. I further declare that my principal place of business is at _____.

APPENDIX –‘A’

- (i) Name and details of film production company/agency/firm:
- (a) Name of the firm/company
 - (b) Registered office address and correspondence address of the firm/company
 - (c) Nature of Firm/company - Indian or Foreign
 - (d) Telephone/Fax numbers etc., of the firm/company
- (ii) Details of the script and purpose and tentative schedule **(in quadruplicate)** :
- (a) Concept/purpose/objective of the film /documentary/TV Serial etc., in brief
 - (b) Detailed script of the firm/documentary/TV serial etc.
 - (c) Likely date of completion of film/documentary/TV serial etc.
 - (d) Likely date of release of the film/documentary/TV serial etc.
- (iii) Details of bio-data of crew*, along with their ID proof **authenticated by the company** (paste photo on each detail sheet) **in quadruplicate** with the following details:
- (a) Full Name
 - (b) Father's Name
 - (c) Date and Place of Birth
 - (d) Present Address
 - (e) Permanent Address
 - (f) Occupation
 - (g) Nationality (If foreigners, information in Sr. No. (h) & (i) may also be provided)
 - (h) Passport No., Date of Issue & Issuing Authority
 - (i) Visa particulars including type, No, date, validity & issuing officer.

*** if any criminal case/activity/police case etc., is pending/contemplated against any of the crew, the same may please be specified. Please also submit a certificate on behalf of the company that the character of all crew-members selected by the company, is beyond doubt and no criminal case/activity/police case etc., is pending against any of the crew.**

- (iv) Specific details of assistance required (in tabular form as under):

Sl No	Type of Requirement	Qty	Days	Remark
1.	Specific Manpower (place/location-wise in different table)	Officer		
		JCOs		
		Other Rank		
2.	Specific Location(s) separate sheet for separate (location) (may also intimate the name of the Army unit)	Room		
		Office		
		Hall (if hall having name please mention)		
	Ground (if ground having name please mention)			
3.	Vehicle (Separately for each vehicle)			
4.	Equipments (Arms/Ammunition etc) – [Separately for each item]			
5.	Any other specific requirement.			

APPENDIX – ‘B’

UNDERTAKING

I _____, (designation _____) of M/s _____ is hereby given an undertaking that the company (M/s _____) shall comply with all the terms and conditions prescribed by the Army HQ/Ministry of Defence in connection with the shooting of _____ (title of) _____ film/documentary/TV serial etc., on Armed Forces locations. The company shall also comply with any other condition as prescribed by the Army HQ/Ministry of Defence during the course of the shooting of film/TV serial/documentary.

2. I, further declare that any excess amount requires to be paid in respect of assistance of Armed Forces provided to the Producer (_____) shall be paid before releasing the said film /documentary/TV serial etc., in public domain.

(_____)
Signature ____

AGREEMENT

This Agreement is made on this ___ day (date) of _____ (month and year) between the President of India, hereinafter called the "Government on the One part and M/s. _____ (with address) hereinafter called the "Producer" (which expression shall unless excluded or repugnant to the context include their successors in business, heirs, executors, administrators, legal representatives and assigns) on the Second Part.

Whereas the Producer has requested for the services of Army by way of Army Officer, men, vehicles, arms and use of locations for the purpose of facilitating the production of the _____ (Language) _____ Feature Film/TV serial/documentary etc. as the case may be) "_____ö (hereinafter called "ö) and has approached the Government for the same.

And whereas the Government has agreed to make available the services of Army for the purpose aforesaid on the terms and conditions hereinafter appearing:

Now it is hereby agreed and declared by and between the parties hereto as follows:

1. That, the Government shall make available to the Producer the following assistance during the year _____ etc. as per the convenience of the participating Army establishment(s):-

PERSONNEL AND EQUIPMENT

S. No.	Items/Place	Qty.	Days
1.	_____	—	—
2.	_____	—	—

2. That, if for any reason whatsoever the Government is unable to provide on any particular day or all days, the troops etc., the Government shall not be liable to pay any compensation whatsoever in that respect to the Producer.

Alternative dates of shooting the film/documentary/TV serial (as the case may be) will, however, be fixed by the Producer and the Liaison Officer locally.

3. That, the services and use of the troops etc. shall be available only for the purpose in furtherance of the production of the said film by the Producer himself.

4. That, the filming shall be undertaken by the Producer under the strict supervision and order of an Army Liaison Officer detailed by the Government for all the days of filming involving the use of these Army Services.

5. That, in consideration of the permission, facilities and assistance provided, the Producer shall make payment to the Government as detailed hereunder:-

- (a) Charges for the use of troops etc. mentioned in Clause - 1 above at such rates as are fixed or may be fixed by the Government.
- (b) The Producer shall reimburse the Government, the pay, the allowances, ration and other entitlements of troops under the Government rules, regulations and orders from the date they are utilized when drawn from the same station or from the dates of their move from their respective outstation or stations to the site of the film production when drawn outstation or outstations till the date of their return to the same or another station or stations. Should the Producer desire to cancel or reproduce his requirements of troop etc. at any time, he shall be entitled to do so, provided that upon doing so, he shall still be liable to pay in addition to the pay, allowance and all other charges mentioned above as the case may be, transportation and other incidental charges, from the place or places where the troops were stationed at the time of the receipt of intimation by the Army authorities or cancellation of the filming programmer of the Producer, and upto the time or return of such cases or events, the expenses assessed by the Government shall be final and binding upon the Producer.
- (c) The Producer shall, in addition, to the above charges, reimburse the Government all expenses incurred by it on the move and transportation of troops and other material whether by rail, road or by air from the unit lines to places of shooting and for their return to the same or another station or place on completion of film recording, plus twenty five percent thereof to cover the overheads and administrative charges. The expenses assessed by the Government shall be final and binding on the Producer.

- (d) The Producer shall, in addition, pay to the Government the full value, of ammunition and other consumable stores issued to him, if any, as per weights and measures and assessments made by the Government.

6. That, the producer shall reimburse the Government the cost of medical and hospital treatment of the Army Liaison Officer and of the other troops, whose services are placed at the disposal of the Producer, if any of them is injured in action, is disabled in any manner, or becomes a casualty pursuant to their participation in the filming under this Agreement as well as all other pension, family pension charges and entitlement payable under the Government rules, regulations and orders.

7. That, the producer shall raise pay to the Government the commuted value as assessed by the Government of non-effective benefits admissible to the troops and the Liaison Officer or their dependents under the Government rules and regulations or any other amount which the Government may demand as compensation for the casualties suffered by the Army Liaison Officer or troops during the course of their participation under this Agreement on account of any default of the Producer or otherwise.

8. That, the producer shall make his own arrangements to provide at his own cost all such stores, clothing, weapons, arms etc, or other equipment for use by the participating troops as are not prescribed or available with the Government. But the producer shall pay, as assessed by the Government, the full cost of making any modifications, repairs and replacements of any of the Government stores and equipment supplied by the Government in connection with the production of the said films as also for all those items which may be damaged or lost during the course of the filming of the scenes with army help and assistance.

9. That, the producer shall pay to the Government the cost of making good any injury, damage or casualty of the troops or their vehicles or other materials while on service or use of the Producer and also loss or damage to the vehicles and all other equipments which may be caused or suffered by the Government. The assessment of the monetary loss of the same as may be done by the Government shall be final and binding on the Producer.

10. That, the non-expendable equipment shall be hired by the Producer for the full period of the shooting and filming with the Army assistance and the payment thereof shall be made for the full period of use indicated in paragraph-1 above,

whether or not the same is used by the Producer. During this period, the said equipment shall remain in the custody of the army authorities, but at the time of the return of the troops to their units concerned, the entire equipment should be in the condition in which it is lent for purpose of rendition of assistance under the Agreement, and in respect of the state of this equipment the decision of the Government shall be final and binding on the Producer and also for any loss, deficiency or damage to the said equipment caused during the period of hire findings of the Government shall be final and binding upon the Producer, and the same shall be made good by him as assessed by the Government.

11. That, the producer shall also pay on demand to the Government the cost of such assistance (by way of extra days or extra use of personnel, vehicles, as well as stores and equipment or otherwise) as may actually come to be provided in addition to that expressly specified in Clause-1 above. The decision of the Government as to whether such extra assistance was given and the Government's assessment of its cost shall be final and binding upon the Producer.

12. That, the producer shall also, in addition to the payments referred to above, pay on demand 10% (ten percent) of the total amount, i.e the total of all amount payable under the various heads hereinabove before mentioned, to the Government for the welfare of the troops.

13. That, the producer shall indemnify the Government against any claims that may be made at any time by any third party or that may arise on account of the rendering of the assistance by the Government as hereinabove on account of movement of Army vehicles, firing of ammunition or explosives, or by virtue of participation by the Army Officer(s) including Liaison Officer and the troops, deaths, disabilities, or injuries caused to any member of the army when engaged for the production of the film whether due to the acts of the Producer or the Government and or their employees. For the purpose aforesaid, the troops and all other non-expendable items of army assistance shall be considered as engaged on the production of the film from the time they leave their respective units for the purpose till they finally return thereto. The Producer shall within seven days of the date of this Agreement and in any case before the army assistance is availed by him, effect at his own cost of a comprehensive insurance with the Life Insurance Corporation and the General Insurance Corporation or any other nationalized insurance company for the following:

S.No.	Items	Qty.	Insurance amount
1			
2			
3			
4			

This insurance shall cover all the aforesaid risks in respect of the Army Liaison Officer, Army Personnel, Animals, Army Vehicles and other equipments. The Insurance policies for the same shall be assigned in favour of the President of India by the Producer and these shall be delivered by him to the Government. The taking out of the abovesaid Insurance Policies shall, not in any way reduce the liability of the Producer to indemnify the Government to the fullest extent as herein provided. The Insurance Policies shall be tenable for a period of one month after the completion of shooting of the scenes of the film with the Army assistance.

14. That, in case of breach on the part of the Producer to observe and perform any of the terms and conditions herein contained, except for causes beyond his control for which the Government shall be the sole judge, and his not remedying the same within the scheduled time mentioned by the Government. In a written notice, the Government shall be entitled to recover from the Producer as agreed liquidated damages and not by way of penalty, a sum of Rs. _____/-(amount deposited by the producer through MRO in the Government Treasury against the actual requirement) (Rupees _____ Only) for the breach committed by the Producer as aforesaid and the Producer shall pay the said sum immediately on demand made by the Government in that behalf and without demur in addition to any other amount payable by him to the Government under these presents, or the Government may recover the said amount from the Bank Guarantee hereinafter mentioned or from the amount deposited by the Producer as mentioned in paragraph-18 thereof or in its sole discretion, the Government may terminate this Agreement without prejudice to the rights already accrued. The final decision of the Government whether the Producer has committed any breach of the said terms and conditions shall be final and binding on the Producer.

15. That, the producer shall, before the release of the film, submit to the Government for its approval the wording (if any) in which the Producer wishes to refer to the fact that the Army assistance and approval had been accorded to the film. The decision of the Government in respect of the wordings shall be final and binding on the Producer.

16. That, the producer shall submit the completed film with sound to the Government for examination and approval before release thereof and delete and omit therefrom any incident or portion which the Government may consider unsuitable, undesirable, improper or imprudent. The decision of the Government in this matter shall be final and binding on the Producer.

17. That, such portions of the film which are not approved by the Government shall become the property of the Government and shall be handed over by the Producer to the Government. The Government shall not be liable to pay any payment or compensation for the said portions of the film, including negatives and positives handed over and shall be entitled to use or destroy the same, as the Government may think fit.

18. That, to cover the payment required to be made by the Producer under terms of this Agreement, the Producer has deposited through MRO No. _____ dated _____ with the Controller of Defence Accounts (_____ Command) a sum of Rs. _____/- (Rupees _____ Only) vide Reserve Bank of India/ State Bank of India, (Address of the Branch) receipt No. ____ date __. Also furnished a Bank Guarantee dated _____, validity for a minimum period of one year from _____ to _____ for a sum of Rs. ____ to the Government of India. The amount deposited with the CDA, _____ Command, _____(place)_____ shall not bear any interest.

19. That, the Government shall prepare day to day statement showing the details of assistance rendered. The said statement shall be signed by the authorized representatives of both the parties. Based on these statements, the actual amount of the payment due for assistance rendered for shooting of the said film/documentary/TV serial (as the case may be) and payment on other accounts under the terms of the Agreement shall be worked out by the Government under the terms of this Agreement and necessary adjustments in the amount already made available by the Producer shall be carried out. If the amount deposited by the Producer is more than the Government dues, the surplus amount will be refunded to the producer without any interest. If, the amount already deposited is less, the extra amount will be recovered from the Producer. If however, the total amount of expenditure including compensation payable for damages or losses caused to the Government, or other dues under this Agreement is more than the amount already deposited the Producer shall immediately pay the extra amount on demand by the Government and without demur. If such payment is not made within a period of

one month on demand, the Producer shall be liable to pay interest to the Government on that amount at the rate of 10% (Ten Percent) per annum from the date it become due till its actual payment.

20. That, the producer shall not sell, gift or lend or commercialize in any way, of the footage of the said film without obtaining the prior permission of the Government (Army HQ/Ministry of Defence) in writing, and without obtaining a no demand certificate from the Government (Army HQ/Ministry of Defence).

21. That, the producer hereby undertake to abide by the official rules and regulations concerning security and safety of various installations, which may be visited and of the Army equipments, weapons, vehicles, etc. which may be used by him or in respect of the participating units and troops for the purpose of this Agreement as per instructions to be given to the Producer from time to time by the Army Liaison Officer.

22. That, the producer shall supply a release copy of the said film to the Government for a premier show at a date, time and place to be mutually agreed upon by both the parties. The said copy will be supplied without any charge whatsoever. The Government shall be at liberty to show or exhibit the said film at any place and at any time. The Government shall be entitled to the full proceeds of the said show. The copy of the completed film with sound submitted for examination and approval by the Producer will be retained by the Government for record.

23. That, any sum of money due from the Producer under this Agreement or any other contract with the Government may be recovered by the Government at its sole discretion from any money payable to the Producer under this Agreement.

24. That, all disputes, differences and questions which may at any time arise between the parties hereto, touching or arising out or in respect of these presents or the subject matter thereof (except those the settlement of which has specifically been provided for hereinabove) shall be referred to the sole arbitration of any person appointed by the Secretary to the Government of India, Ministry of Defence or any officer performing duties and functions of the said Secretary. It will be no objection to any such appointment that the person appointed for arbitration is Government Servant, or that he had to deal with the matter to which the Agreement relates and that in the course of his duties as such Government servant he had expressed views on all or any of the matter in dispute or differences. The

Arbitrator, to whom the matter is originally referred to, being transferred or vacated his officer or being unable to act for any reason, the said Secretary or the Officer as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of this Agreement. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this Agreement that no person other than a person appointed by the said Secretary or the officer as aforesaid shall act as arbitrator and if for any reason that is not passable, the matter is not to be referred to arbitration at all. The said arbitrator shall be entitled with the consent of the parties to extent, from time to time, the time making and publishing the award. The venue of arbitration shall be New Delhi. Subject as aforesaid, the provision of Arbitration Act 1940 or any statutory modifications thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.

25. That, the stamp duty in respect of the agreement shall be borne by the Producer.

26. In witness hereof the parties hereto have executed these presents the day and the year first above written.

FOR AND ON BEHALF OF THE
PRESIDENT OF INDIA

WITNESS

1.

2.

FOR AND BEHALF OF
M/S.

INDEMNITY BOND

Indemnity bond executed on this __ day of ____ 201__, by _____, Film Producers, having its office at _____, hereinafter called the Producers in favour of the President of India, acting through the Under Secretary, Ministry of Defence, New Delhi, hereinafter called THE GOVERNMENT.

Whereas the Producers have entered into an agreement with the Government, thereby the Government has agreed to permit the producers to have their film shooting in the _____(place)_____, as per the terms and conditions contained therein.

And Whereas the execution of Indemnity bond by the producers in favour of the Government is one of the terms and conditions of the agreement, the producers have agreed to execute the indemnity bond in favour of the Government.

NOW THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:-

- a) The Producers shall also indemnify the Government completely against any loss, damage or injury that might occur during the course of the said shooting of films to any part of the Defence property and or personnel.
- b) The Producers shall also reimburse the Government all claims, demands, suits, losses, damages, costs etc., that might be caused to the Defence on account of fire etc., occurring in the shooting premises or property and in case of death or injury caused to all or any people thereon including staff on duty during the course of shooting of the film.
- c) The Producer shall always keep the Government harmless indemnified against all or any other possible claim, demand or damage that might occur from whatever source.
- d) The Government shall within a reasonable time assess the loss sustained by them send a demand to the Producers who shall remit the amount within the fortnight from the receipt of such notice. The amount so determined and claimed by the Government shall be final and the producers shall not have the right to dispute the quantum of the claim.

: 2 :

IN WITNESS HEREOF THE PRODUCERS HAVE HERE UNTO SET THEIR
HANDS ON THE DAY, MONTH AND YEAR HEREIN ABOVE WRITTEN.

Date: _____

PRODUCER(S)

(Signature with Seal)

BANK GUARANTEE

To,

General Staff Officer ó (PM),
Office of ADG PI/ AHQ/MoD,
South Block, New Delhi.

1. In consideration of The President of India (hereafter called "The Government") having agreed to exempt _____ Productions, Film Producers, having its office at _____ (hereinafter called "the said contractor(s)") from the demand under the terms and conditions of an agreement dated: ____ made between _____ PRODUCTIONS, having its office at _____ and Army HQ/Ministry of Defence, New Delhi for shooting of the film/documentary/TV serial (as the case may be) at ____ (place) by way of Army Officer and use of locations and equipment (hereinafter called "THE SAID AGREEMENT") of Security Deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said agreement, on Production of Bank Guarantee for Rs. _____. We _____ Bank, _____ (hereinafter referred to as "THE BANK") at the request of the said Contractor(s) do hereby undertake to pay to the Government an amount not exceeding of Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the said contractor(s) any of the terms or conditions contained in the said agreement.
2. We, _____ Bank, _____ (address) _____, do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of the said contractor(s) of any of this terms or conditions contained in the said agreement or by reason of the said contractor(s) failure to perform the said agreement, any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ____/- (Rupees in word).

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/suppliers in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of liability for payment thereunder and the contractor(s)/supplier shall have no claim against us for making such payment.
4. We, _____ Bank, _____, further agree the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the GSO-1 (PM), O/o ADG PI, AHQ/MoD, New Delhi, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before __ (date) __, we shall be discharged from all liability under this Guarantee thereafter.
5. We, _____ Bank, _____, further agree with the Government shall have the fullest liberty without consent and without effecting in any manner our obligations hereunder to vary of the terms and conditions of the said agreement or to attend the time of performance by said contractor(s) for time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on this part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties but for which under the law relating to sureties but for this provision have effect of so relieving us.
6. The Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor/supplier(s).
7. We, _____ Bank, _____, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

8. Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to Rs. _____/- (Rupees in words __) and is valid up to __ (date) ____, unless until a demand is made on us within the date, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities thereafter.

Date:

Place:

(Signature and Seal of the Bank)