

**FILM AND TELEVISION INSTITUTE OF INDIA
LAW COLLEGE ROAD, PUNE - 411 004**

TENDER DOCUMENT - 2018-2019

Sealed competitive bids (in two bid system) are invited by Administrative Officer, FTII, Pune from reputed and registered firms for providing manpower to FTII, Pune on outsourcing basis depending upon the requirements of FTII, Pune from time to time as per the terms and conditions set forth in the following paragraphs. The Services of manpower agency would be required initially for a period of one year, extendable two years with mutual consent further subject to satisfactory compliance of terms and conditions of the contract.

Tender No.A-12034/5/2017-Est.

Dated 09.05.2018

Empanelment of Manpower Supply Agencies (Professional, Technical, Computer Trained Assistant and other classes of workers) for FTII, Pune

Bid Evaluation will be based on Technical and Commercial bid

[All correspondence i.e. Postal and e-mail from tenderer shall be made only to the Purchase Authority, who has issued this tender otherwise it will not be accepted]

Last date for submission of tender is 29/05/2018 by 5.30 p.m.

**Contact No. – 020-25580014 E-mail : estftii@gmail.com 020-25580015 website :
<http://www.ftiindia.com> Fax No. : 020-25580151**

FILM AND TELEVISION INSTITUTE OF INDIA
(A Society registered under Societies' Registration Act, 1860)
LAW COLLEGE ROAD, PUNE – 411 004

INVITATION FOR TENDER

Invitation of Bids for Empanelment of Manpower Supply Agencies (Professional, Technical, Computer Trained Assistant and other classes of workers) for FTII, Pune.

On behalf of the Film and Television Institute of India, sealed tender offers are invited from eligible agencies for supply of manpower (Professional, Technical, Computer Trained Assistant and other classes of workers)

1. The tender document is available in the Establishment Section, Film and Television Institute of India, law College Road, Pune – 411 004 .
2. Summary of the tender notice is as follows :

Tender Reference	No.A-12034/5/2017-Est.
Date of availability of tender form on FTII website and CPPP portal	From 09/05/2018 to 29/05/2018 (from 10.00am to 5.30 pm)
Pre-bid meeting	11.00 a.m. on 16/05/2018 at Film and Television Institute of India, law College Road, Pune – 411 004
Last Date and time for receipt of tender	5.30 p.m. on 29/05/2018
Time and Date of Opening of tender offers	11.00 a.m. on 30/05/2018 at Film and Television Institute of India, law College Road, Pune – 411 004
Address of Communication	Administrative Officer, Film and Television Institute of India, law College Road, Pune – 411 004
Contact telephone numbers	Phone – 020 25580014, 25580015

3. Tender shall remain valid for acceptance upto six months from the date of opening the tender.
4. The Film and Television institute of India reserves the right to accept or reject any or all tender offers, without assigning any reason thereof.
5. The rate quoted should be valid for 3 years. A review of services would be taken by FTII (based on satisfactory report) after completion of every year and accordingly the contract would be extended but for not more than 3 years. Moreover, in extra ordinary situation with due approval of Director, FTII, Pune the same may be further extended.
6. The rates quoted shall be the fixed amount.
7. The Bidders have to quote their rates of service charges on the wages being paid to such manpower which may be engaged from time to time for the Film and Television Institute of India.
8. Proprietor himself or authorized representative with a valid written authority letter issued by the firm may attend for opening of the tender.

Administrative Officer
F.T.I.I., Pune

Request for Proposal (RFP) No. A-12034/5/2017-Est. Dated _____

Instructions for bidders

1. Bids (**Technical & Commercial**) in separate sealed covers are invited for and on behalf of Administrative Officer, Film and Television Institute of India, Pune for supply of manpower (**Professional, Technical, Computer Trained Assistant and other classes of workers**). Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. **These two envelopes (Technical Bid & Commercial Bid) should be enclosed in a third sealed envelope superscribed with the RFP number and due date.**

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:

a.	Bids/queries to be addressed to	
b.	Postal address for sending the Bids	Shri S.K. Dekate Administrative Officer
c.	Name/designation of the contact personnel	Film and Television Institute of India Law College Road, Pune - 411 004
d.	Telephone number of the contact personnel	022 - 25580014
e.	e-mail id of contact personnel	estftii@gmail.com
f.	Fax number	020 – 25580152

3. **This RFP is divided into five parts as follows:**

- a. **Part I:** Contains General Information and instructions for the Bidders about the RFP such as the time, cost of tender document, EMD, place of submission and opening of tenders, modification and withdrawal of bid, clarification regarding contents of the bid/RFP, validity period of tenders, etc.
- b. **Part II:** Containing essential details of the services required, scope of work, technical details and eligibility criteria etc.,
- c. **Part III:** Contains essential and standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
- d. **Part IV:** Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- e. **Part V:** Contains Evaluation Criteria and Format for Price Bids.

4. **This RFP is being issued with no financial commitment and the FTII reserves the right to change or vary any part thereof at any stage. FTII also reserves the right to withdraw the RFP, should it become necessary at any stage.**

Part I – General Information**1. LAST DATE AND TIME FOR DEPOSITING THE BID:****5.30 pm on 29/ 05/ 2018**

The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of depositing the Bids: Sealed Bids should be either submitted in the Despatch Section (Establishment Section) of this office or sent by registered post/speed post at the address given in para (2) at first page so as to reach by the due date and time. **Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.**

3. Time and date for opening of Bids:**Technical Bid
11.00 am. on 30/05/2018**

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the customer).

4. Location of the Tender Submission in FTII :**Establishment Section, FTII.**

Only those Bids will be considered that are handed over to designated officer.

5. Place of opening of the Bids:**Conference Hall (TV Building), Film and Television Institute of India, Pune.**

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of technical Bids on the due date and time. Details of EMD and technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. **This event will not be postponed due to non-presence of your representative.**

6. Forwarding of Bids: Bids should be forwarded by Bidders under their original memo/letter head inter alia furnishing details like TIN number, ESI, EPF number, PAN Number, GST Number, Bank Branch address, account number with IFSC code for e-payment with complete postal & e-mail address of their office.

7. Clarification regarding contents of the RFP: Clarification may be sought during the pre-bid meeting on 16/05/2018 at 11.00 a.m. At any time prior to the deadline for submission of bids, the FTII may for any reason, whether on its own initiative or in response to the clarification request during pre-bid meeting by a prospective bidders, modify the bid document. Such modification/ amendment in the bid document/ RFP at any time prior to the deadline for submission of bid will be uploaded as “corrigendum” on Central Public Procurement Portal and FTII website. Such amendment/modifications shall be binding on all the prospective bidders. FTII at its discretion may extend the deadline for the submission of bids if the bid document undergoes changes during the bidding period in order to give prospective bidder time to take into the consideration the amendments while preparing their bids. A prospective bidder

who requires clarification regarding the contents of the bidding documents shall notify to the customer/buyer in writing about the clarifications sought not during the pre-bid meeting for this tender. Copies of the query and clarification issued by the customer/buyer will be sent to all prospective bidders who have received the bidding documents and will also be posted on website. (Film and Television Institute of India, Pune)

8. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the FTII prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax/e-mail but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the customer not later than the deadline for submission of bids. **No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder’s forfeiture of bid security.**

Pre-Bid Meeting will be held at 11.00 a.m. on 16.05.2018 at Conference Hall, Film and Television Institute of India, Pune – 411 004 to clear the queries/doubts, if any.

9. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the FTII may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in rates or substance of the bid will be sought, offered or permitted. FTII also reserves the right to call for additional information from the bidders. **No post-bid clarification on the initiative of the bidder will be entertained.**

10. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

11. Validity of Bids: The Bids should remain valid for six months from the date of opening the Bids.

12. Earnest Money Deposit: Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs.3,00,000/- (Rupees Three Lacks) only along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, banker's cheque of any nationalized bank drawn in favor of “Accounts Officer, Film and Television Institute of India, Pune” payable at Pune. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization and Micro and Small Enterprises (MSEs) as defined in MSEs Procurement Policy issued by Department of MSME as per Rule 170 of GFR-2017. **The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.**

14. Two bid system- It is a two bid system. Only the technical bids would be opened on the time and date mentioned above. Date of opening of financial/price bid will be intimated after evaluation and acceptance of technical bids by the Institute. Financial/price bids of only those firm will be opened, whose technical bids are found compliant/suitable after technical evaluation is done by the FTII.

14 (a) ENVELOPE - I (TECHNICAL OFFER) :

The Technical Offer (T.O.) shall be complete in all respects and contain all information asked for **except rate**. It shall not contain any rate information. The **Technical Offer** must be submitted in an organized and neat manner and properly numbered. No documents, brochures, leaflets, etc. shall be submitted in loose form.

The Technical bids are to be submitted in a separate sealed cover super scribing “Technical bids for hiring manpower at FTII”. The envelope must contain the following :

- i) Index
- ii) Technical Bid (Annexure I) duly filled in.
- iii) EMD as mentioned in Clause 12 of Part I
- iv) All documents listed in Clause 2 of Part II of this Tender
- v) Acceptance of all Terms & Conditions of Tender document as per enclosed format (Annexure-II)
- vi) Self declaration that the company/firm is not blacklisted as per enclosed format
- vii) Format of Arbitration Clause –Indigenous Private bidders (Annexure – III) duly filled in

14 (b) ENVELOPE - II (PRICE BID) :

The financial bid is to be submitted in a separate sealed cover super scribing “Financial bid for hiring of manpower at FTII, Pune”

- i. The rates are to be quoted in the prescribed format of Price bid given in clause 2 of Part V of this tender document
- ii. Overwriting or erasing in the bid document shall render the same invalid

Part II - Description and essential details of Items/Services required

1. **Schedule of Requirements(SOR):** List of services required /scope of work is as follows:

Name/Type of item/services/description of stores with Qty required

Supply of Manpower (Professional, Technical, Computer Trained Assistant and other classes of workers).

Tentative requirement of manpower :

Approximately 140 in combination of above categories depending on the requirement of FTII from time to time.

2. **Minimum Eligibility Criteria/Technical Details/Qualitative requirement/Scope of Work, specification of stores/equipments etc.:**

FTII has set up minimum eligibility criteria for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting documents along with the proposal.

Sr.No.	Criteria	Supporting Document
1	The Registered Office or one of the Branch Offices should be located in Pune for at least last 2 years.	Self-Attested copy of Telephone bill/Electricity Bill/Registered Lease Deed supporting the address in Pune
2	The firm should be registered with the appropriate registration authority and should be in existence for not less than three years(s) before.	Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a partnership deed duly registered under the Partnership Act.

3	Income/Revenue* from Recruitment (Man Power Services) of the firm should not be less than Rs. One Crores. *Revenue from other business will not be considered	Copies of audited balance sheet/CA Certificate should be attached for the last three financial years- 2015-16, 2016-17, 2017-18 Attested copy of the latest IT return filed by agency
4	Should have served for minimum of 5 No. of clients as Man Power Service Provider out of which minimum 3 No. of clients should be of Govt/PSUs	Certified documents in support of past contracts with Govt /PSUs
5	They should have experience in providing Manpower Services to Government Departments, Private Companies, Public Sector Companies/ Banks, etc; (At least three years)	Certified documents in support of past contracts with Govt /PSU/ Other reputed companies for Man Power Services confirming year and area of activity.
6	They should have their own Bank Account;	Certified extracts of the Bank Account containing transactions during last three years of the bidder in relation to manpower services.
7	They should be registered with Income Tax and GST;	Attested copy of PAN Card; Attested copy of GST registration certificate in respect of Manpower Services
8	They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other labour authorities including under the Contract Labour (Regulation and Abolition Act).	Attested copy of the Employee Provident Fund registration letter / certificate. Attested copy of the Labour License under The Contract Labour (Regulation & Abolition) Act. Attested copy of the Employee State Insurance registration letter / certificate

a) List of present and past clients to be given in the following format. The information provided will facilitate evaluation of your Technical Bid (please use separate sheet for each if required)

Sr. No.	Name of the organization with complete postal address	Name and designation of the contact person with Tel. / Mobile No (s), Email ID.	Period for which the contract is/was awarded	No. of persons deployed by your firm on site	No. of persons served.

Documentary evidence to be attached for the previous and existing Institutions / Agencies / Offices served. The Agency has to provide the satisfactory certificate (As per sample provided in the tender) from the previous and present employer.

b) Turnover of providing manpower to different offices/organisations during the last three years (please submit documentary evidence)

Details of Gross Annual Turnover	2015-2016	2016-2017	2017-2018
(Rs.in Lakhs)			

EMD, Copy of PAN card, GST Registration Certificate, Copy of Annual Income Tax Return for the last three years, copy of ESI, EPF and registration under Contract labour (R&A), 1970, copy of work experience of similar nature with requisite proof and copy of the tender acceptance letter duly signed by authorized representative of the firm as a token of acceptance of the terms & conditions of the RFP. (In procurement of manpower tender, copy of ESI, EPF and registration under Contract labour (R&A) Act, 1970 is also required)

3. Scope of Work :

a) The manpower will be engaged for the following type of jobs :

Unskilled :- Record Assistant-cum- Messenger, Vehicle Attendant, Helper, Sound Attendant etc.

Semiskilled :- Plumbing Assistant, Technical Attendant, Light Boy, Sound Assistant, Video Editing Assistant etc.

Skilled :- Moulder, Computer Trained Assistant, Light Man, Vehicle Operator, Technical Assistant, Set Maker, Set Decorator, Costume Designer, Radio Programme Assistant, Hospitality coordinator, Maintenance Assistant, Video Projectionist, Make up Assistant, Make up assistant-cum hair stylist, Shooting Coordinator, Research Coordinator etc.

Highly Skilled :- Junior Hardware Engineer, Recoding Assistant, Network Engineer, Maintenance Supervisor etc.

NOTE:

1. Approximately 140 in combination of above categories depending on the requirement of FTII from time to time.
2. Qualifications and experience will be as prescribed by FTII, Pune at the time of submitting the requisition

4. Terms and conditions for Contractor to pay wages to deployed manpower

- (i) Office will provide the monthly attendance details of deployed manpower to prepare a bill by contractor
- (ii) On the basis of bill, contractor shall pay the wages, ESI and EPF and other requisites in accordance with Minimum Wages Act (Central Government or State Government, whichever is higher) to each employee
- (iii) After transferring the monthly wages, EPF and ESI to his deployed manpower, contractor shall submit the bill to FTII with pay bill, EPF and ESI details.
- (iv) Pay-slip shall be provided to deployed manpower and pay statement shall be submitted to the FTII every month
- (v) The normal time to make the payment by the FTII is 30 to 45 days from the date of receipt of the bill.
- (vi) Contractor shall be capable to pay the wages as per tender document timely before 10th of every month from his own resources
- (vii) Contractor shall be capable to pay monthly wages up to 2 months from this own resources in case of delay in payment by FTII due to unavoidable circumstances.
- (viii) The deployed manpower may be the employee/contractual employee of the bidder firm but they cannot be employee of FTII

- (ix) The contractor shall be liable for any issues arising in relation to EPF, ESI and shall deal with it taking responsibility of the related procedure
- (x) In case of increase in minimum wages, the contractor shall submit the bill, with increased minimum wages immediately with a copy of Gazette Notification. In case of delay, separate arrear bills shall be submitted.
- (xi) Requisite manpower shall be provided within 10 days from the acceptance of the contract

5. Terms and conditions for deployed manpower

- (i) The deployed manpower will get the benefit of Gazetted holidays as notified/declared by Central Government. For holidays on these days, the manpower will be paid wages at the rate equivalent to the average of his daily wages. The bill for Gazetted holidays shall be claimed on month to month basis.
- (ii) The deployed manpower has to work from Monday to Saturday during office hours from 9.30 a.m. to 6.00 p.m. except during projects when they may be required to work on holidays also.
- (iii) Deployed manpower may be the employee/contractual employees of the Contractor's firm but they cannot be employee of FTII

6. Legal

- (i) The contractor shall be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by them in this office.
- (ii) The contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by him to the office to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- (iii) The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under law.
- (iv) The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department and GST applicable as amended from time to time and a certificate to this effect shall be provided to the agency by FTII.
- (v) In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the office is put to any loss/obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Security deposit cum Performance guarantee of the agency, to the extent of the loss or obligation in monetary terms.

(vi) The contractor shall keep Office of FTII, Pune indemnified against claims, if any of the workmen and all costs and expenses as may be incurred by FTII, Pune in connection with any claim that may be made by any workmen. The contractor shall also execute an indemnity bond in favour of FTII, in the standard format, in this regard.

(vii) Disputes & Differences :

Decision of the Director, FTII regarding performance of contract, levy of compensation for delay and payments for extra work done shall be final and binding on the contractor. However, any dispute arising out of this contract can be referred to an Arbitrator.

(viii) Contractor shall ensure that no police/Criminal case is pending against their employees. Contractor shall be fully responsible for their integrity.

In case any of the above provisions are violated, the bidder shall be liable to be blacklisted by FTII.

The work will be assigned by FTII, Pune. This will be obligatory upon the agency to perform within the stipulated period and as assigned by the Institute time to time.

3. Two-Bid System - In respect of Two-bid system, Bidders are required to furnish clause by clause compliance in respect of eligibility criteria, qualitative requirements, technical details and specifications etc. bringing out clearly the deviations, if any.

4. Delivery Period - Supply of manpower would be within 10 days from the demand from the FTII. Please note that Contract can be cancelled unilaterally by the FTII in case required manpower is not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the FTII with applicability of LD clause.

5. Period of Contract: The rate quoted should be valid for 3 years. A review of services would be taken by FTII (based on satisfactory report) after completion of every year and accordingly the contract would be extended but for not more than 3 years. Moreover, in extra ordinary situation with due approval of Director, FTII the same may be further extended.

Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the essential and Standard Conditions of the Request for proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor/Supplier in the contract) as selected by the customer/buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration.

4. **Penalty for use of Undue influence:** The contractor/supplier undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the customer or other wise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor/Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offence by the contractor or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the customer to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising from such cancellation. A decision of the customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of the customer or to any other person in a position to influence any officer/employee of the customer for showing any favour in relation to this or any other contract shall render the contractor to such liability/penalty as the customer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by the customer.

5. **Agents/Agency Commission:** The contractor/Supplier confirms and declares to the customer that the contractor is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the contractor, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The contractor agrees that if it is established at any time to the satisfaction of the customer that the present declaration is in any way incorrect or if at a later stage it is discovered by the customer that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract the contractor will be liable to refund that amount to the customer. The contractor will also be debarred from entering into any supply Contract with the

Government of India for a minimum period of five years. The customer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Contractor who shall in such an event be liable to refund all payments made by the customer in terms of the contract along with interest at the rate of 2% per annum above 18% penal rate. The customer will also have the right to recover any such amount from any contracts concluded earlier by contractor/supplier with the Government of India or with customer/Buyer.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the customer that the contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Contractor, on a specific request of the customer shall provide necessary information/inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of the customer, contractor shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.

8. **Penalty and Liquidated Damages:** In the event of the contractor failure to submit the Bonds, Guarantees and Documents, supply the coordinator, supervisor and office helpers & services as specified in this contract, the customer may, at his discretion, withhold any payment until the completion of the contract. The customer may also deduct from the contractor as agreed, liquidated damages to the sum of 1% of the contract price of the delayed services mentioned above for each day subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.

9. **Termination of Contract:** FTII or the other party shall have the right to terminate this Contract in part or in full by giving three months notice in writing of the intention to terminate without specifying any reason(s) for termination.

The FTII shall have also the right to terminate this contract in any of the following cases:-

- (a) The delivery of the services is delayed for causes not attributed to Force Majeure for more than 15 days after the scheduled date of signing of contract.
- (b) The contractor is declared bankrupt or becomes insolvent.
- (c) The delivery of services is delayed due to causes of Force Majeure by more than 01 months provided Force Majeure clauses is included in contract.
- (d) The customer has noticed that contractor has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX, e-mail or registered pre-paid mail(post)/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting:** The contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Contractor shall indemnify the customer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The contractor shall be responsible for the completion of the services in satisfactory manner during the currency of the contract.

13. **Amendments:** No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Statutory Duties & Taxes:**

- (a) Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the contractor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the customer by the contractor. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.
- (b) If it is desired by the Bidder to ask for the GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability will be developed upon the Customer.
- (c) On the Bids quoting GST, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the Contractor at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.

15. **Pre-Integrity Pact Clause:** An "Integrity Pact" would be signed between the customer & successful contractor. This is a binding agreement between the customer and contractor for specific contracts in which the customer promises that it will not accept bribes during the procurement and services process and bidder promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the customer to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:

- a. A pact (contract) between the FTII and successful contractor for this specific activity (the successful Bidder);
- b. An undertaking by the FTII that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- c. A statement by successful Bidder that it has not paid, and will not pay, any bribes;
- d. An undertaking by successful Bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as well as family members, etc. of officials); the disclosure would be made either at the time of signing of contract or upon demand of the Principal, especially when a suspicion of a violation by that successful bidder/contractor emerges;
- e. The explicit acceptance by successful Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- f. Undertaking on behalf of a successful Bidding company/ contractor will be made "in the name for and on behalf of the company's Chief Executive Officer".
- g. The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertaking:
 - (i) Denial or loss of contracts;
 - (ii) Forfeiture of the bid security and performance bond;
 - (iii) Liability for damages to the principal/office and the competing Bidders; and
 - (iv) Debarment of the violator by the Principal/Office for an appropriate period of time.
- h. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviors and compliance program for the implementation of the code of conduct throughout the company.

Part IV-Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder. (i.e. Contractor/Supplier in the contract) as selected by the customer. Failure to do may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:**

The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a nationalised bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) equivalent to 10% of yearly contract value on the award of contract. The performance bank guarantee from scheduled bank should be valid upto 3 months beyond the date of expiry of the contract.

2. **Payment Terms:** it will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that e-payments could be made through instead of payment through cheques. The payment will be made as per the following terms, on production of the requisite documents:

- a. **Registration number of the firm.
(as per shop and establishment act.).**
- b. **PAN**
- c. **EPF - Registration number**
- d. **ESIC – Registration number**
- e. **GST– Registration number**

3. **Paying Authority:** The payment would be made on submission of following documents:-

- (i) Ink signed copy of contractor bills
- (ii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (iii) ESIC, EPF payment alongwith detailed statement of each employee
- (iv) GST payment challan
- (v) Attendance sheet of each employee duly signed by HoD
- (vi) CH/CL record if any
- (vii) Any other document/certificate that may be provided for in the Job Order/Contract.
- (viii) Photocopy of PBG.

4. **Option clause:** FTII can exercise an option to procure an additional 50% of the original contracted Housekeepers number in accordance with the same rate, terms & conditions of the contract with the successful bidder. This will

be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the customer to exercise this option or not.

5. Fall Clause: The following Fall clause will form part of the contract placed on successful Bidder:

i) The price charged for the services supplied under the contract by the contractor shall in no even exceed the lowest price at which the contractor provides the services of identical description to any persons/organization including the customer or any department of the Central Government or any department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all services placed during the currency of the contract is completed.

ii) If at any time, during the said period the contractor reduces the service price or offer to provide services to any person/organization including the customer or any department of central Government or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract. Such reduction of services offer of the price shall stand correspondingly reduced.

iii) The contractor shall furnish the following certificate to the customer along with each bill for payment for services made against the contract – “We certify that there has been no reduction in service price of the Housekeepers supplied to the Government under the contract herein and such services have not been offered/sold by me/us to any person/organization including the customer or any department of Central Government or any department of a state Government or and Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of services against all job orders/contract placed during the currency of the Contract at price lower than the price charged to the government under the contract.

6. Risk & Expense clause:

- i) Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective services is made in respect of the services thereof, the customer shall after granting the contractor seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- ii) Should the services thereof not perform in accordance with the specifications/parameters provided by the customer during the check proof tests to be done by the customer, the customer shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

- iii) In case of a contractual breach that was not remedied within 07 days, the customer shall, having given the right of first refusal to the contractor be at liberty to provide services from any other source as he thinks fit, of the same or similar description to services
- iv) Any excess of the services price, cost of services or value of any services procured from any other contract as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Contractor by Customer.

7. Force Majeure Clause:

- a. Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d. If the impossibility of complete or partial performance of an obligation lasts for more than one months either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

8. Misc. terms & conditions of the contract:

- i) The contractor shall provide the services of required number of personnel as and when demanded by FTII. The personnel engaged for the services in FTII shall be the employees of the contractor and will take their remuneration/wages from the contractor. They will have no claim of whatsoever nature including monetary claim or any other claim or benefits from FTII.
- ii) The contractor will furnish to FTII the full particulars of the personnel sponsored, including details like Name, Father's Name, Age, Photograph, Permanent Address etc. and they will also ensure the verification of the antecedents of such personnel from their Ex-employer/Police, and also ensure that they possess the requisite technical qualifications and experience for rendering the requisite services to FTII.

- iii) The contractor will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing services of Manpower. Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the contractor and FTII shall not be responsible for any such liability.
- iv) The contractor shall undertake to indemnify FTII for any liability under any law arising out of the engagement of the said manpower.
- v) The contractor shall comply with all rules and regulations regarding safety and security of its employees and FTII will in no way be responsible in any manner in case of any mishap to its manpower personnel.
- vi) The personnel provided shall be under the direct control and supervision of the contractor. However, they shall comply with the oral and written instructions being given on day to day basis, by the staff/faculty authorized by FTII from time to time.
- vii) They will be bound by office timings, duty, placement, locations, etc., as decided by FTII. FTII shall deduct a proportionate amount for each day of absence of the contracted personnel while making payment to the contractor each month.
- viii) The contractor shall be responsible for the discipline and conduct of the personnel sponsored by them and in case the personnel lack in discipline and their quality of work deteriorates during the course of their service, the contractor shall provide replacement services of suitable personnel.
- ix) During the subsistence of the contract, FTII shall not undertake any monetary liability other than the amount payable to the contractor for the services of personnel provided by them. Other liabilities, if any, shall be solely rest on the contractor. Even if the FTII has to bear such liabilities on unforeseen circumstances/occasions, FTII will recover such amount from the contractor by adjusting the amount payable to them.
- x) In case the employees of the contractor do not attend the work at any time for whatever reason, the contractor shall make alternate arrangements at no extra cost to FTII, so that the daily work of FTII does not suffer. FTII shall also be free to make alternate arrangements and the cost of which shall be recovered from the contractor.
- xi) Any loss, theft or damage to the life and/or property of the employees of FTII and/or property of FTII shall be compensated by the contractor, if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the employees of the contractor.
- xii) The contractor shall be responsible for providing amenities as required to be provided under the provisions of Contract Labour (Regulation and Abolition) Act, 1970. In case of failure of contractor provide such amenities, FTII shall be free to provide the same and FTII shall have right to recover all expenses

incurred in providing such amenities from the contractor by deduction from any amount payable to the contractor.

xiii) The contractor shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable or which might become applicable to FTII Pune with regard to performance of the work included herein or touching upon this contract including but not limited to Minimum Wages Act, 1948, ESI Act, 1948, Provident Funds and MP Act, 1952. Workman's Compensations Act, and take such steps as may be deemed necessary in this regard from time to time.

xiv) It will be the sole liability of the contractor to pay the wages, provident fund, ESI, to its employees as applicable under the relevant rules.

xv) The contractor has to give an undertaking in this regard that he is following all the labour laws including the payment of minimum wages, etc.

xvi) The contractor is liable to furnish all the relevant records for the information of employees. If the contractor fails to provide satisfactory performance, FTII shall be at liberty to terminate the contract and withhold the Security Deposit or the balance payment of the contractor, etc.

xvii) FTII reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term & condition at any time during the currency of the contract.

xviii) The contractor shall be responsible for payment of Provident Fund and other payments due to its employees deployed at FTII. The contractor shall supply a copy of confirmation from its employees regarding acceptance of employment at agreed wages in advance.

Part V – Evaluation Criteria & Price Bid Issues

1. **Evaluation Criteria:** The broad guidelines for evaluation of Bids will be as follows:
 - a. **Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RPF, both technically and commercially.**
 - b. The technical Bids forwarded by the Bidders will be evaluated by Customer with reference to the technical characteristics/technical parameters/eligibility criteria as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. **The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.**
 - c. The lowest Bid will be decided upon the lowest rate of service charge (in %) quoted by the particular Bidder as per the Format given at Para 2 below. The consideration of taxes in evaluation process will be as follows:
 - (i) All taxes quoted by the Bidders will be considered. The ultimate cost to the customer would be the deciding factor for ranking of Bids.
 - d. The Bidders are required to spell out the rates of GST in an unambiguous terms. In the absence of any such stipulation it will be presumed that the prices quoted are firm and no claim on account of such taxes & duties will be entertained after the opening of tenders. If a Bidder is exempted from payment of GST up to any value of services from them, they should clearly state that no GST will be charged by them up to the limit of exemption by Government which they may have. The documentary evidence for exemption of any statutory duties and taxes has to be produced along with price bid. If any concession is available in regard to rate/quantum of GST with the approval of Government, it should be brought out clearly. Stipulation like, GST is presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
 - e. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - f. The Lowest Acceptable Bid will be considered further for placement of contract/supply order after complete clarification and price negotiations if

- g. required as decided by the customer. Customer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply the store & service within stipulated time and the same will be placed at Lowest-1 rate.
- h. **Any other criteria as applicable to suit a particular case.**
- i. **Evaluation will be done as per extant order issued by MoF on time to time on above subject.**

2. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details on their letter heads indicating Service Charge in percentage.

S.N.	Type of manpower	Remuneration in accordance with Minimum Wages Act (Central Govt/State Govt, whichever is higher) and other statutory payments i.e. EPF, ESIC, Bonus etc.	Sub Total	Service Charge (in % age) of sub total
1.	Unskilled	As per rules		
2.	Semiskilled	As per rules		
3.	Skilled	As per rules		
4.	Highly Skilled	Remuneration to be decided by FTII. EPF, ESIC (If applicable) and other statutory payments as per rules		

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my / our knowledge and I have read and understood the terms and conditions contained in the RFP/Tender Document. We undertake that if our proposal is accepted, we will submit a Performance bank Guarantee issued by a scheduled Commercial bank in India as acceptable to FTII. I understand that in case any deviation is found in the above statement at any stage, I / We will be blacklisted and will not have any dealing with the FTII in future.

(Signature of Authorized signatory with date and seal)

Note:

1. GST to be paid extra as applicable.
2. Wages for manpower will be as per Central Govt/state Government whichever is higher.
3. The tenderer should quote only service charge for manpower supply in financial bid.
4. The rate will be revised solely based on the revision of minimum wages as notified by Government of India from time to time.
8. Payment to the manpower Service Provider will be made as per actual deployment based on requirement/working days of FTII
9. If a firm quoted NIL charges/consideration, the bid shall be treated as unresponsive and not be considered. The rates quoted by the tendering service provider should be inclusive of all statutory/taxation liabilities in force at the time of entering into contract.

Note : In addition to Annexure – I, technical offer should contain all documents mentioned in 14 (a) of part –I of this tender document.

S.No.	Description	Information
1.	Name of the Tendering Manpower Service Provider	
2.	Date of Incorporation of Company (Attach ROC Registration Certificate, Partnership Deed or any other relevant legal document)	
3.	Details of Earnest Money Deposit	DD/Cheque No.____ Date ____ Rs. ____ drawn on Bank _____
4.	Name of Director/Partner	1.,2.,3.
5.	Full Address of Registered Office: Tel. No.: Fax No.: E-mail address	
6.	Full address of Branch/office in other areas (if any) Tel. No.: Fax No.: E-mail address	
7.	Banker of the Manpower Service Provider (Attach certified copy of statement of account for the last Three Years)	
8.	PAN No. (Attach self-attested copy)	
9.	The firm should be registered with the appropriate registration authority and should be in existence for not less than three years before 31.3.2018.	
10.	Bank account details	
11.	GST Registration No.(in respect of manpower services) Attach self-attested copy)	
12.	Undertaking stating that the service provider is/ha not been black listed by Central Government Department/State Government Department/Statutory bodies/Autonomous bodies/PSUs/Private Sector at any point of time	
13.	Employee Provident Fund Registration No. (attach self-attested copy)	
14.	Employee State Insurance Registration No. (attach self-attested copy)	

Income/Revenue from Recruitment (Man Power Services) of the tendering Manpower Service Provider for the last three years in the following format (if the space provided is insufficient, a separate sheet may be attached)

Financial Year	Amount (Rs. in Lacs)	Remarks, if any
2015-16		
2016-17		
2017-18		

Give details of the major similar contracts handled by the tendering Manpower service Provider during the last three years in the following format (if the space provided is insufficient, a separate sheet may be attached)

S.No.	Name of the client, Address, Tel.No.	Manpower Service Provider		Amount of Contract (Rs.....Lacs)	Duration of contract	
		Type of manpower provider	No.		From	To

Submit self-attested Experience Certificate from at least three clients, to whom services have been provided by tendering Man power service provider in the past.

Additional information, if any
(attach separate sheet, if required)

Signature of authorised person
Name :
Seal:

Date:
Place:

To

The Administrative Officer
Film and Television Institute of India
Law College Road
Pune - 411 004

Subject : Acceptance of all terms & conditions of tender document.

Sir,

We agree for unconditional acceptance of all the terms and conditions set out in the tender document for provision of Manpower services.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the FTII is true, accurate and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead FTII as to any material fact."

Yours faithfully,

Signatures _____

Name _____

Seal of the organization _____

SELF-DECLARATION – NO BLACKLISTING

Date :

To

**The Administrative Officer
Film and Television Institute of India
Law College Road
Pune – 411 004**

Dear Sir/Madam,

Ref: Tender for selection of man power Service Provider for FTII

In response to the Tender Document for selection of manpower Service Provider for FTII, I/we hereby declare that presently our company/firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/Central Government/PSU/Autonomous body.

We further declare that presently our Company/firm _____ is not blacklisted/debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/Central Government/PSU/Autonomous Body on the date of Bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Signatures _____

Name _____

Seal of the organization _____

AUTHORIZATION LETTER FOR ATTENDING TENDER OPENING

Date :

To

**The Administrative Officer
Film and Television Institute of India
Law College Road
Pune – 411 004**

Subject : Tender No. _____ Due on _____

Sir

Mr/Ms _____ has been authorized to be present at the time of opening of above tender on my/our behalf.

His/her attested signatures are as under :

Yours faithfully,
Signature & Seal of the Bidder

Format of Arbitration Clause –Indigenous Private bidders

- (i) All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
- (ii) Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- (iii) Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- (iv) The sole Arbitrator shall have its seat in Pune as may be mutually agreed to between the parties.
- (v) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- (vi) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- (vii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.