

(Online Bid)

**Films Division
Government of India
Ministry of Information & Broadcasting
24, D, G, Deshmukh marg, Mumbai-400026.**

REQUEST FOR PROPOSAL/TENDER DOCUMENT

Invitation for e-tender/online Bids for supply/procurement of outsourcing the services for cleaning & sweeping work in Films Division, Mumbai

Request for Proposal (RFP) No.D-11015/4/2017-Genl.II Dated 14th Sept. 2017

1. Online Bids (Technical & Financial) are invited for and on behalf of President of India for engagement of Housekeeping Services listed in Part II of this RFP.
2. The address and contact numbers for seeking clarifications regarding this RFP are given below:

a.	Queries to be addressed to	Director General, Films Division, 24, G. Deshmukh marg, Mumbai-400006.
b.	Postal address for sending the Queries/EMD/Bid etc.	24, Dr. G. Deshmukh marg, Mumbai-400026.
c.	Name/designation of the contact person/officer	Shree Ashok A. Shinde, Asstt. Admn. Officer, Films Division..
d.	Telephone number of the contact person/officer	022 23551438
e.	e-mail id of contact person/officer	Filmsdivisiongeneral2@gmail.com
f.	Fax number of the Office	

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 instructions to the bidders for online bid submission, 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 and Validity period of tenders, etc.
- b. **Part II:** Containing essential details of the services/stores required, such as the Schedule of Requirements (SOR), Quantity, Quality, Scope of work, Technical parameters, Educational Qualifications, Nature of Consultancy, technical details, eligibility criteria, delivery period, delivery terms, consignee details, period of contract etc. alongwith number of documents to be uploaded online in pdf format with technical bid followed by hard copies.

- 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 Films Division reserves the right to change or vary any part thereof at any stage. Films Division 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 submission of online Bids:**

16 October, 2017 upto 1500hrs.

The online Bids should be uploaded/sent by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of submission of online Bids:** Instruction for online bid submission is given in detail at Annexure-I of this RFP. All the required documents in support of the eligibility criteria alongwith scanned copy of EMD are also to be uploaded alongwith the bids. The bidders are advised, in their own interest, to submit the requisite papers/documents with their bid as per the specifications/eligibility criteria indicated in part-II of the RFP failing which their bids may be declared as non-responsive/ineligible. Complete e-tender documents may be downloaded from the website of Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>) or from Departmental website www.filmdivision.org with effect from the date of publication of the tender notice. Information or any issue of corrigendum related to this tender/RFP will be made available/uploaded only on the website of Central Public Procurement Portal and the Departmental website. Such amendments/modifications shall be binding on all the prospective bidders. **Late tenders will not be considered. No responsibility will be taken for any delay on account of non-delivery/non-submission of online bid on or before time. Bids sent by post/fax or e-mail will not be considered and liable to be rejected.**

3. **Time and date for opening of online Bids:**

17 October, 2017

(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 Films Division, Mumbai).

4. **Location of the Tender Box for submission of EMD (in original):**

General-II Section, 3rd Floor, Films Division, Mumbai-400026.

The hard copy of the EMD (in original) is to be dropped in the EMD/tender box in a sealed envelope subscribed "Outsourcing the services for cleaning and sweeping work of Films Division, Mumbai RFP number **D-11015/4/2017-Genl.II** kept at General-II section 3rd floor during the office hours with effect from 29/09/2017 to 16/10/2017 (upto 3.00 pm) or may be sent to designated officer Shri. Ashok A. Shinde, AAO in a sealed envelope subscribed name and title of the tender, RFP number and date of opening of bids on or before the closing date and time of e-submission of online bid failing which the bids will not be considered and liable to be rejected.

5. Place of opening of the Bids:

General-II Section, 3rd Floor, Films Division, Mumbai-400026.

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 bidders representative.**

6. Submission of online Bids: Online bids should be submitted by the Bidders under their original memo/letter head inter alia furnishing details like TIN number, ESI, EPF number, (ESI & EPF etc. only in cases of supply of man power contract for housekeeping, conservancy and secretarial assistance in terms of DEOs etc.) PAN Number, GST Number, Bank Branch address, account number with IFSC code for e-payment with complete postal & e-mail address of their office. Scanned copy of PAN card, GST Registration Certificate, Annual Income Tax Returns filed for last three years, EMD, work experience of similar nature with requisite proof and scanned copy of the tender acceptance letter duly signed by the authorised representative of the firm as a token of acceptance of the terms & conditions of the RFP are also to be submitted online followed by hard copies of these documents.

7. Modification and Clarification regarding contents of the RFP :

At any time prior to the deadline for e-submission of bids, Films Division, Mumbai may for any reason, whether on its own initiative or in response to the clarification request by prospective bidders, modify the bid document. Such modification/ amendment in the bid document/ RFP at any time prior to the deadline for e-submission of bid will be uploaded as "corrigendum" on Central Public Procurement Portal and Departmental website. Such amendment/modifications shall be binding on all the prospective bidders. Customer/Buyer at its discretion may extend the deadline for the e-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 Films Division, Mumbai in writing about the clarifications sought not later than 10(ten) days prior to the date of opening of the Bids. Copies of the query and clarification issued by Films Division, Mumbai will be sent to all prospective bidders who have received the bidding documents and will also be posted on website.

8. Modification and Withdrawal of Bids: A bidder may modify or withdraw his online bid after submission provided that the written notice of modification or withdrawal is received by Films Division, Mumbai prior to deadline prescribed for submission of online bids. A withdrawal notice may be sent by fax/e-mail but it must 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 online bids. **No bid shall be modified after the deadline for submission of online bids. No online 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.**

9. Clarification regarding contents of the Bids: During evaluation and comparison of bids, Films Division, Mumbai 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 prices or substance of the bid will be sought, offered or permitted. The customer/buyer 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. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

12. Validity of Bids: The Bids should remain valid for six months from the last date of submission of the Bids.

13. Cost of tender: Complete tender document information can also be downloaded from our website **www.filmsdivision.org and Central Public Procurement Portal.** The downloaded tender document can be submitted in favor of Director General, Films Division, Mumbai to be enclosed and kept in the EMD envelope.

14. Earnest Money Deposit: Bidders are required to submit scanned copy of Earnest Money Deposit (EMD) for an amount of Rs.100000/- (Rs. One Lakh Only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Banker's Cheque in favour of Account Officer, Films Division Mumbai or Bank Guarantee from any of the Public Sector Banks or a private Sector Bank authorized to conduct government business as per Annexure-II. 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.

15. 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 Films Division. **Financial/price bids of only those firms will be opened, whose technical bids are found compliant/suitable after technical evaluation is done by the Films Division.**

Part II -Essential details of Items/Services required

1. **Schedule of requirements:** Details of Housekeeping Services required is as follows:

S.N.	Nature of Housekeeping work	No. of persons
1.	Facility Manager with Graduation & requisite experiences to Coordinate with concerned section	01
2.	Supervisor	01
3.	Office Helper (Male & Female) i.e. Unskilled (Number of person may be increased and decreased according to the work)	20
	Total:	22

1. **Technical Details & Eligibility Criteria(Terms & Conditions):**

- (i) The contractor/supplier must have at least minimum two years of experience in providing minimum 20 Housekeepers to any Government department/Ministry/PSU along with documentary evidence.
- (ii) The contractor/supplier must have enough trained/experienced Housekeepers to carry out cleaning and conservancy work.
- (iii) The Contractor/supplier must have valid registration number with concerned authority and should not have any involvement in illegal activities/fraud.
- (iv) The rates quoted must confirm to the rates prescribed under the minimum wages Act as revised from time to time and other such applicable Acts.
- (v) The contractor/supplier must have to comply with the norms of Central as regards to monthly payment to individual Housekeeper/ Office Helper.
- (vi) The persons who are employed as Housekeeper/ Office Helper should have following minimum qualifications and attributes:

(vii)

- (a) The Facility Manager and Supervisor must possess the Degree of Graduation from a recognized University and Office Helper must be literate.
- (b) They must be well versed with the conservancy & housekeeping work.
- (c) They must have good moral character and nice behavior while working.
- (d) They should not reveal the official nature of work and documents to outsiders and must maintain confidentiality.

(vii) The Contractor/Suppliers to ensure that the required number of Housekeepers for which the contract will be awarded, should be at the disposal of Films Division, Mumbai on all working days at all the time.

(viii) The contractor/supplier must submit a copy of PAN/TIN, ESIC, License under Contract Labour (R&A) at 1970 and GST registration number along with their bids.

(ix) The contractor must have office in Mumbai.

(x) The contractor will not sub-contract or transfer the contract to any other firm or another supplier/contractor.

(xi) The contractor must have valid registration with all Statutory Authorities such as central/State Labour Dept, ESI, PF and GST authorities etc.

(xii) The Contractor must submit documentary evidence in support of fulfilling eligibility criteria mentioned above.

(xiii) The Contractor must furnish a copy of Annual Income Tax Return for last two years and EMD along with the technical bid.

3. **Scope of work**

- i) Daily In the morning from 8am to 10am sweeping and wet mopping of the ph. I & II III, Gulshan Mahal, J.B.Hall, new building and entire area including the passage in all floors daily of all Theaters of Films Division complex should be clean every day after the show is over.
- ii) Furniture like tables, chairs, visitor's chairs, sofas, almirahs, Carpet etc., and all the electronic gadgets like computers, telephone, fax machines, photo copier machine etc., have to be dust free and dust removal has to be done daily of the office of Films Division, Mumbai. The doors, windows, partitions including glass and aluminum channels in the entire office should be cleaned daily.
- iii) Deep cleaning of the toilets including WCs and Urinals with attached water and wash basins by using disinfecting materials like phenyl, harpic, vim, surf etc., twice a day and more often, if needed and also cleaning of all sanitary fittings, tiles and mirrors on the walls in the toilets.
- iv) They will have to clean and sweep the rear side stair case of both the buildings (Phase I & II buildings and Gulshan Mahal) daily including the JB Hall Gulshan Mahal Underground double basement Parking and New Museum area. The terraces of both the buildings are to swept and cleaned every days.
- v) Removal of blockages and clogging in the washbasins and other sanitary fittings in the toilets for smooth outflow of wastewater.
- vi) Collect all the sweepings, garbage and wastes and transport/ dispose of the same to the nearest pit.

- vii) Maintenance and upkeep of the entire office premises of Films Division I & II, III Buildings and J. B. Hall, Gulshan Mahal,.
- viii) Shifting of furniture and other equipments and files whenever required.
- ix) Artificial plants, door mats and carpets are to be cleaned daily. All name boards, brass boards, wall panels' paintings etc., should be wiped off dirt at regular intervals.
- x) Care should be taken that the gadgets are not tampered with during the cleaning operation.
- xi) Sweeping of roads, passage, corridors, inside the offices, pitch stone flooring, open drain, basement parking area, tiled footpath etc. every day.
- xii) Cleaning and polishing of brass fittings/items as and when required.
- xiii) Collection of waste from dustbins placed in office area, and disposal of the same to main garbage bin. Disposal/transportation of waste/garbage from main garbage bin to municipal garbage bin located in Films Division Mumbai premises.
- xiv) Any other miscellaneous works related to housekeeping.
- xv) Contractor shall provide all toiletries, cleaning material/consumables like brushes, mops, air fresheners, cleaning cloth, disinfectants, liquid soap, naphthalene bass, phenyl, acid, wipers etc. required for housekeeping services. However, contractor has to provide vacuum cleaner, brooms & wiper etc. to their staff. Therefore, the cost of cleaning material should be included in the price bid failing this price bid is liable to be rejected.
- xvi) The Contractor shall provide cleaning equipment vacuum cleaner for cleaning carpets. The contractor shall use this equipment carefully with all safety measures and keep them in good working condition.

- xvii) The contractor is advised to visit the site and thoroughly understand the nature and scope of work and be familiar with the site conditions before quoting the price bid.
- xviii) The contractor shall maintain registers at Films Division showing the details of housekeeping works carried out and get them countersigned by officers of the Films Division on day-to-day basis. The registers will always be kept in the custody of Films Division and will be property of Films Division Mumbai.
- xix) The contractor or his authorized representative shall visit the site twice in a week to review the work at site and apprise the same to concerned officials of Films Division. The coordinator, supervisor and office helper deployed by contractor will be working under the direct administrative control of Films Division.

ACTUAL AREA OF THE WORK:

PART -I

- (a) Area of Phase I Bldg comprising 10 floors from Basement to 10th floor inclusive of terrace (Exclusive of 8th & 9th floor) Including RR-III :- 6222 Sq mtrs
- (b) Area of Phase II Bldg comprising of 9th floors from Basement To 9th floor inclusive of terraced (Including Guest House) : 6482 Sq Mtrs
- (c) substation/Fire room/Ht/UG tank : 270 sqmtrs.
- (d) CCW Office : 200 sqmtrs.
- (e) Entire road from the main gate to Gulshan Mahal, surrounding old & new building Gulshan Mahal, J. B. Hall and NMIC building. :

PART-II

(a) Gulshan Mahal (Museum) total Built-up Area of Bldg Swept and cleaned (1+1)	: 1806 Sq Mtrs
(D) JB Hall Swept and Cleaned	: 548 Sq Mtrs
(E) Public Toilet	: 60sqmtrs
(F) Underground double basement parking	: 3755sqmts
(G)Substation /Fire room/Ht/UG tank	: 270sqmtrs
(H)CCW office	: 200sqmtrs
(I)New Museum	:8100sqmtrs

Total area to be swept and cleaned for Ph.I & II Bldgs :- & Gulshan Mahal (Musuem) & J.B.Hall &New Musuem And Underground Double basement parking	: 27,443 Sq Mtrs -----

Signature of authorized signatory

Company Rubber Stamp/Seal of the firm/
Company with date.

The rate quoted should be given separately in respect of Part I and Part II of the Area of the work and also the Contractor may at its discretion increase or decrease the number of persons as required by him on the basis of the inspection done personally at the site of the Films Division. The contract will be assigned to the party who gives the lowest rates in respect of Part I and Part II of the contract with the engagement of the persons as required depending on the area of the Films Division and the same party will be assigned both the work.

4. **Period of Contract:** The contract would be for one year from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Films Division being customer in case services are not received as per quality and standard specified in the RFP and contract within the contracted period. The customer reserves the right to exercise the option clause and repeat order clause as per text given in Chapter IV of this RFP.

Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the 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 Films Division. 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. The standard clause of arbitration is given in Annexure-II.

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 offers 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, 1986 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 Films Division.

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:** The customer shall have the right to terminate this Contract in part or in full 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.
- (f) As per Para (8) of Part IV of RFP.

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 or registered pre-paid mail/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 Films Division & successful contractor. This is a binding agreement between Films Division and contractor for specific contracts in which Films Division 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 Films Division to carry out the procurement and services in a specified manner.

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 public sector bank or a private section bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of Contract period. The specimen of PBG is given in Annexure III.

2. **Option clause:** The contract will have an Option Clause, wherein the customer 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 present contract. 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.

3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the customer can order up to same number of Housekeepers number under the present contract within currency of the contract at the same rate, terms & conditions of the contract. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the customer to place the Repeat Order or not.

4. **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. Monthly payment would be made to the firm on the basis of attendance sheet maintained by Films Division in respect of engaged Housekeepers/persons depending upon their satisfactory performance of work.
- b. No advance payment would be made at any cost.
- c.

5. **Paying Authority:** The payment would be made by Films Division on submission of following documents:-

- (i) Ink signed copy of contractor bills
- (ii) Ink signed copy of attendance sheet maintained by Films Division.
- (iii) Performance report submitted by supervising officer of coordinator/supervisor/helpers.
- (iv) Claim for statutory and other levies to be supported with requisite documents/proof of payment such as GST, proof of payment for EPF/ESIC contribution with name of beneficiaries, etc. as applicable.
- (v) 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).
- (vi) Any other document/certificate that may be provided for in the Job Order/Contract.
- (vii) User Acceptance & Satisfactory Services Report.
- (viii) Xerox copy of PBG.

(6) **Fall Clause:** The following fall clause will form part of the contract placed on successful Bidder:

- (a) 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.
- (b) 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.
- (c) 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. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e. 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:

The contractor shall provide the services of required number of personnel as and when demanded by the Films Division. The personnel engaged for the services in the Films Division 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 the Films Division. The contractor shall make its own arrangement for commuting the personnel requisitioned, to the Films Division offices wherever located in the areas of Mumbai and back. The contractor will furnish to the Films Division 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 the Films Division. The contractor will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing services of Housekeepers. Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the contractor and the Films Division shall not be responsible for any such liability. The contractor shall undertake to indemnify the Films Division for any liability under any law arising out of the engagement of the said Housekeepers. The contractor shall comply with all rules and regulations regarding safety and security of its employees and the Films Division will in no way be responsible in any manner in case of any mishap to its Housekeepers personnel. 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 officer(s) authorized by the Films Division from time to time. They will be bound by office timings, duty, placement, locations, etc., as decided by the Films Division. The contractor shall make payment of remuneration/wages to its personnel at the approved contracted rate before 7th of every month. The Films Division shall watch the attendance of the housekeepers sponsored by the contractor and it shall maintain attendance register in respect of such personnel. The Films Division shall deduct a proportionate amount for each day of absence of the contracted personnel while making payment to the contractor each month. 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. During the subsistence of the contract, the Films Division 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 Films Division has to bear such liabilities on unforeseen circumstances/occasions, the Films Division will recover such amount from the contractor by adjusting the amount payable to them. 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 the Films Division, so that the daily work of the Films Division does not suffer. The Films Division shall also be free to make alternate arrangements and the cost of which shall be recovered from the contractor. Any loss, theft or damage to the life and/or property of the employees of the Films

Division and/or property of the Films Division 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. 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, the Films Division shall be free to provide the same and the FILMS DIVISION shall have right to recover all expenses incurred in providing such amenities from the contractor by deduction from any amount payable to the contractor. The contractor shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable or which might become applicable to the N.C.T. of Delhi with regard to performance of the work included herein or touching upon this contract including but not limited to Minimum Wages Act, 1948, Delhi Shops and Establishment Act. 1954, ESI Act, 1948, Provident Funds and MP Act, 1952. Workmen's Compensations Act, and take such steps as may be deemed necessary in this regard from time to time. 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. 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. The contractor is liable to furnish all the relevant records for the information of employees. If the contract fails to render any or all the services, for any period during the currency of the contract, the Films Division shall be at liberty to get the work done from other agencies and deduct charges incurred on this account from the amount payable to the contractor or from the Security Deposit or Bank Guarantee. TDS on account of Income Tax/WCT in accordance with DVAT and GST as applicable will be deducted from the monthly payments of the contractor. If the contractor fails to provide satisfactory performance, the Films Division shall be at liberty to terminate the contract and withhold the Security Deposit or the balance payment of the contractor, etc. The Films Division 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. The contractor shall be responsible for payment of Provident Fund and other payments due to its employees deployed at the Films Division. 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 financially.
 - b. The technical Bids forwarded by the Bidders will be evaluated by the 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 price quoted by the particular Bidder as per the price format given in BOQ of the financial bid. The consideration of taxes and duties in evaluation process will be as follows:
 - (i) All taxes and duties quoted by the Bidders will be considered. The ultimate Financial bid 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 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 entrained 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 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 full number of Housekeepers within stipulated time and the same will be placed at Lowest-1 rate.
 - g. **Any other criteria as applicable to suit a particular case.**

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. 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 Films Division in future.

(Signature of Authorized signatory with date and seal)

Annexure-I

Instructions for Online Bid Submission
Instructions to the Bidders to submit the bids online
thro" the eProcurement site
<https://eprocure.gov.in>

- 1) Bidder should do the registration in the tender site using the "Click here to Enroll" option available.
- 2) Then the Digital signature of SIFY/TCS/nCode or any Certifying Authority is to be registered after logging into the site.
- 3) Bidder can use "My Space" area to update standard documents in advance as required for various tenders and use them during bis submission. This will facilitate the bid submission process by reducing time.
- 4) Bidder may read the tenders published in the site ad download the required documents/tender schedules for the tenders he is interested.
- 5) Bidder then logs in to the site using the secured log in by giving the user id/password chosen during registration and password of the DSC/e-token.
- 6) Only one DSC should be used for a bidder and should not be misused by others.
- 7) Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
- 8) If there are any clarifications, this may be obtained using clarifications, or during the pre-bid meeting. Bidder should take into account of the corrigenda publisher before submitting the bids online.
- 9) Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in required format. If there are more than one document, they can be clubbed together.
- 10) Bidder should prepare the EMD as specified in the tender. The original should be posted/couriered/given in person to the specified location as per Tender Document, latest by the last date of bid submission,
- 11) Bidder selects the tender which he is interested using search option & then move it to the favourites folder.
- 12) From the favorites folder, he selects the tender to view all the detail indicated.
- 13) The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
- 14) The bidder has to select the payment option as offline to pay the EMD as applicable.
- 15) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the date entered during bid submission time. Otherwise the bid submitted will not be acceptable.
- 16) The bidder has to enter the password of the DSC/e-token and the required bid documents have to be uploaded one by one as indicated.

- 17) The rates offered details have to be entered separately in a spread sheet file (xls) in the space allotted and should be updated as BOQ.xls file for each tender after the financial bid. The BOQ file, if found modified by the bidder will result in rejection of the bid.
- 18) The tendering system will give a successful bid updating message & then a bid summary will be shown with the bid no. & the date & time of submission of the bid with all other relevant details. The bidder has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 19) The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
- 20) The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 21) For any clarifications with the TIA, the bid number can be used as a reference.
- 22) Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e. on or before the bid submission time. If there is any delay, due to other issues, bidder only will be responsible.
- 23) Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2 MB, it can be reduced by scanning at lo resolution and the same can be uploaded. However, if the file size is less than 1 MB, the transaction/uploading time will be very fast.
- 24) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc. In the eProcurement system. The bidders should follow this time during bid submission.
- 25) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 26) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 27) Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 28) For any queries, the bidders are asked to contact by mail cppp-nic@nic.in or by phone: 1-800-233-7315 well in advance.

EMD Bank Guarantee format

Whereas.....(hereinafter called the "Bidder") has submitted their offer dated.....for the services and supply of

(Hereinafter called the "Bid") against the customer's request for proposal No.....

KNOW ALL MEN by these presents that WE..... ofhaving our registered office at Are bound unto.....(hereinafter called the "Customer") in the sum offor which payment will and truly to be made to the said Customer, the bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this.....day of20..

The conditions of obligation are:

- (i) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (ii) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
 - a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Customer up to the above amount upon receipt of its first written demand, without the customer having to substantiate its demand, provided that in its demand the customer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch)

Performance Bank Guarantee Format

From:

Bank _____

To

The Director General
Films Division
Ministry of Information & Broadcasting
Government of India
Mumbai

Dear Sir,

Whereas you have entered into a contract No.
Dt.....(hereinafter referred to as the said Contract with
M/s....., hereinafter referred to as the "Contractor/Supplier"
for supply of services as per Part-II of the said contract to the said contractor and whereas the contractor/supplier has undertaken to produce a bank guarantee for 10% of total Contract value amounting to.....to secure its obligations to the President of India. We the.....bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the contractor/supplier that, in the even that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all the any sum up to a maximum of Rupees.....only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Contractor/supplier indulgence to the Contractor/Supplier by you, or by any alterations in the obligations of the Contractor/Supplier or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for 14 months from the effective date of contract according to the contractual obligations under the said contract.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by a change in the constitution of the bank or in the constitution of M/s.....