

(Online Bid)

Government of India
Ministry of Information & Broadcasting

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

REQUEST FOR PROPOSAL/TENDER DOCUMENT

Invitation for e-tender/online Bids for Empanelment of Manpower Supply Agencies
(Professional, Technical, Computer Trained Assistant and other classes of workers) for FTII,
Pune

Request for Proposal (RFP) No. A-12034/1/2020-Est.
Dated 12th March,2021

1. Online Bids (Technical & Commercial) are invited for and on behalf of Director, FTII, Pune for procurement/supply of manpower 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	Purchase Officer, FTII Pune purchase@ftii.ac.in
b.	Postal address for sending the Queries / EMD / Bid etc.	Purchase Officer, Film and Television Institute of India Law College Road, Pune - 411 004
c.	Name / designation of the contact person / officer	Purchase Officer, FTII Pune
d.	Telephone number of the contact person / officer	020 25580028 / 020 25580029
e.	e-mail id of contact person / officer	purchase@ftii.ac.in

3. This RFP is divided into Four parts as follows:

- a. **Part I** : Contains essential details of the services required, scope of work, technical details and eligibility criteria etc.,
- b. **Part II** : Contains essential and standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
- c. **Part III** : Contains Special Conditions applicable to this RFP and which will also form

part of the contract with the successful Bidder.

d. **Part IV** : Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the customer /Buyer reserves the right to change or vary any part thereof at any stage. Customer/Buyer 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: 5th April 2021 at 05:00 PM.**
The online Bids should be uploaded by the due date and time.
The responsibility to ensure this lies with the Bidder.

The Pre-Bid meeting will be held on 19th March at 11:00 AM via Google Meet Application. Kindly join the below link at the time mentioned above:

Link: <https://meet.google.com/jky-shcz-oxq>

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 along with scanned copy of EMD are also to be uploaded along with 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 (<https://www.ftii.ac.in/>) 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: 6th April, 2021 at 11:00 AM.**
(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 / buyer).
4. **Place of opening of the Bids : Purchase Section**
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 bidder's representative.**
Note: Due to the ongoing Corona Pandemic, we are not encouraging people to gather at one place.
5. **Submission of online Bids:** Online bids should be submitted by the Bidders under their original memo / letter head inter alias 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.

6. **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.
7. **Clarification regarding contents of the RFP: Clarification may be sought during the online pre-bid meeting on 19.03.2021 at 11:00 AM.** At any time prior to the deadline for e-submission of bids, the customer / buyer may for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, 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 the customer/buyer 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 the customer / buyer will be sent to all prospective bidders who have received the bidding documents and will also be posted on website.
8. **Clarification regarding contents of the Bids :** During evaluation and comparison of bids, the FTII, Pune may, at its discretion, ask the bidder for clarification of his/her 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, Pune 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.**
9. **Modification and Withdrawal of Bids :** A bidder may modify or withdraw his / her 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 FTII, Pune 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 EMD.**
10. **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 de-listed for the given range of items as mentioned in this RFP. (This is only applicable in LTE cases)

11. **Validity of Bids** : The Bids should remain valid for six (06) months from the last date of submission of the Bids.
12. **Tender Document** : Complete tender document can be downloaded from our web site <https://www.ftii.ac.in/> and Central Public Procurement Portal.
13. **Earnest Money Deposit: Earnest Money Deposit: The amount of EMD is NIL, instead bidders need to submit, "Bid Security Declaration" signed and stamped as per the order from the Ministry upto 31.12.2021. The Bid Security Declaration is on pg 28 of the tender document.**
14. **Two-Bid system:** It is a two bid system. Only the technical bids would be opened on the date and time 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, Pune.

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

1. **Schedule of Requirements (SOR):** Supply of Manpower (Professional, Technical, Computer Trained Assistant and other classes of workers).
2. **Tentative requirement of manpower:** Approximately 130-140 in combination of above categories depending on the requirement of FTII, Pune from time to time.
3. **Minimum Eligibility Criteria / Technical Details / Qualitative requirement / Scope of Work, specification of stores / equipment's etc.:**

FTII, Pune 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 (attested by competent signatory) supporting documents along with the proposal.

Sr. No.	Criteria	Supporting Document (Attested by signing authority)
1	The Registered Office or one of the Branch Offices should be located in Pune for at least last 2 years.	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 Crore per annum. *Revenue from other business will not be considered	Copies of audited balance sheet/CA Certificate/audited income and expenditure sheet/ audited profit and loss account, ITRs should be attached for the last three financial years - 2017-18, 2018-19, 2019-20. Attach attested copy of the latest IT return filed by bidder.

4	Should have served for minimum of 5 Nos. 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 should be attached- recent Work order/ experience certificate
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. / PSUs / Other reputed companies for Man Power Services confirming year and area of activity.
6	They should have their own Bank Account in any nationalized bank only;	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.
9	Bidders seeking exemption of services category of MSE.	Copy of DD for EMD or Udyog Aadhar Registration Certificate or NSIC Registration Certificate
10	Dedicated telephone number and authority/co-ordinator/point-of-contact for support services	Sealed, stamped, signed document on letterhead

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 bidder 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 Turnover	2017-2018	2018-2019	2019-2020
(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 man power tender, copy of ESI, EPF and registration under Contract labour (R&A) Act, 1970 is also required).

4. **Scope of Work :** The manpower will be engaged for the following type of jobs-
 - a. **Unskilled :** Record Assistant-cum- Messenger, Vehicle Attendant, Helper, Guest Room Attendant etc.

- b. **Semi-skilled** : Plumbing Assistant, Technical Attendant, Light Boy, Sound Attendant, Sound Assistant, Video Editing Assistant, Attendant (Sound recording), Attendant (Camera), Library Assistant, Setting Boy. Etc.
- c. **Skilled** : Moulder, Computer Trained Assistant, Light Man, Vehicle Operator, Technical Assistant, Set Maker, Set Decorator, Costume Designer, Radio Programme Assistant, Hospitality coordinator, Make up Assistant, Make up assistant-cum hair stylist, Shooting Coordinator, Maintenance Assistant, Video Projectionist, Assistant Sound Recording, Research Coordinator etc.
- d. **Highly Skilled** : Junior Hardware Engineer, Senior Hardware Engineer, Network Engineer, Recording Assistant, Maintenance Supervisor Course, Assistant etc.

NOTE:

The Technical 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.

Type of Manpower : Unskilled, Semi-Skilled, Skilled. (As per rule) Remuneration in accordance with Minimum Wages Act (Central Govt./State Govt., whichever is higher) and other statutory payments i.e. EPF, ESIC, Bonus etc. Per head / Person

Highly skilled: Remuneration to be decided by FTII, Pune. EPF, ESIC (If applicable) and other statutory payments as per rules (Based on requirement)

1. Approximately 130 - 140 personnel in combination of above categories depending on the requirement of FTII, Pune from time to time with a prior written notice of 15 days.
2. Bidder to provide a list of available employees (at least 40%) on payroll in prescribed format duly signed, stamped on letterhead- Annexure-'A'
3. Qualifications and experience will be as prescribed by FTII, Pune at the time of submitting the requisition.

Service Charges should be fill up in BOQ Format.

Incase of tie the following criteria will be followed:

1. Local parties with Head Office in Pune
2. Based on maximum annual turnover during the last 3 years
3. Service in govt. organisation (Maximum)
4. No pending Police/ Courts cases
5. Agency own bank account in nationalize bank.

5. Terms and conditions for bidder to pay wages to deployed Manpower:

1. Bidder, with prior permission, will make sure to collect a copy of monthly attendance register of the manpower deployed at the FTII, Pune on 1st and 2nd of every month, excluding.
2. On the basis of bill, bidder 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. It shall solely be the liability of the bidder for any penalty under the applicable laws. FTII, Pune shall be liable whatsoever.

3. After transferring the monthly wages, EPF and ESI to his/her deployed manpower, bidder shall submit the bill that is a copy of bank statement in support of this payment, to FTII, Pune with pay bill, EPF and ESI details within 7 days from the date of filing returns.
4. The bidder solely shall be liable for any issues arising in relation to EPF, ESI and shall deal with it taking responsibility of the related procedure.
5. Pay-slip shall be provided to deployed manpower and pay statement shall be submitted to the FTII, Pune every month.
6. The FTII, Pune reserves its rights to withhold bills, if the bidder fails to produce proof for having remitted the ESI/PF dues.
7. The normal processing time to make the payment by the FTII, Pune is 30 to 45 days from the date of receipt of the bill.
8. Bidder should be capable to pay the wages before 7th of every month from his/her own resources as per tender document and furnish the bill to FTII, Pune for reimbursement.
9. Bidder shall be capable to pay monthly wages up to two (02) months from his/her own resources in case of delay in payment by FTII, Pune due to unavoidable circumstances.
10. The deployed manpower may be the employee / contractual employee / any authorized representative of the bidder firm but they shall not be employees of FTII, Pune. Bidder for all purposes shall be "employer" within the meaning of different legislation. The deployed manpower shall not have any claim against FTII, Pune under Employer-Employee relationship.
11. In case of increase in minimum wages, the bidder shall submit the bill, with increased minimum wages immediately with a copy of Gazette Notification. In case of delay, separate arrears bills shall be submitted. FTII, Pune then shall remunerate this increased wage on pro-rata basis.
12. Requisite manpower shall be provided within ten (10) days from the acceptance of the contract.
13. The bidder shall be solely liable for all payment / dues of the workers employed and deployed by him with reliable evidence provided to the FTII, Pune. In the event, FTII, Pune makes any payment or incurs any liability, the bidder shall indemnify FTII, Pune completely.

14. The bidder shall bear all expenses regarding uniforms, preparation of their identity card, compensations, wages and allowances (DA), PF, ESI and Bonus as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. Wages payable shall not be less than the minimum wages payment as declared by the Govt. of Maharashtra and Central government, whichever is higher, from time to time; The bidder shall also quote his rate of profit (service charges) in addition to the wages to be paid to his workers. Bidder shall submit workers EPF number and proof of submission of EPF, ESI etc. as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at FTII, Pune. The manpower agency shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications-

- (i) The payment of wages Act 1936
- (ii) The Employees Provident Fund Act, 1952
- (iii) The Factory Act, 1948
- (iv) The Contract Labour (Regulation) Act, 1970
- (v) The Payment of Bonus Act, 1965
- (vi) The Payment of Gratuity Act, 1972
- (vii) The Employees State Insurance Act, 1948
- (viii) The Employment of Children Act, 1938
- (ix) The Motor Vehicle Act, 1988
- (x) The Minimum Wages Act, 1948

6. Terms and Conditions for Deployed Manpower:

1. The bidder has to submit the attested photocopies of his voter ID, PAN, residential address, educational qualifications etc. He/she should also give the list of his relatives who are working in this office as sub-contractors or the labourers. If there is no such thing, the bidder has to give an undertaking to this effect.
2. The personnel deployed shall be healthy, active and not more than sixty (60) years of age. Nobody shall have any communicable diseases.
3. The bidder shall nominate a co-ordinator or single point of contact (the "SPOC") who shall be responsible for day-to-day communication with FTII, Pune.
4. 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 / her daily wages. The bill for Gazetted holidays shall be claimed on month to month basis.
5. The deployed manpower has to work from Monday to Saturday during office hours from 9.30 AM to 6.30 PM except during projects when they may be required to work on holidays also.

6. Deployed manpower may be the employee / contractual employees of the bidder's firm but they shall not be employee of FTII, Pune.
7. The bidder shall provide a letter of deployment to every deployed manpower and a copy of the letter shall be shared with FTII, Pune.
8. Replacement of personnel as required by the FTII, Pune will be effected promptly by the bidder; if the bidder wishes to replace any of the personnel, the same shall be done after prior consultation with the FTII, Pune. The full particulars of the personnel to be deployed by the bidder including the names and address shall be furnished to the FTII, Pune along with testimonials before they are actually deployed for the job.
9. The personnel will be pre-screened by the bidder after police verification regarding their antecedent, character and conduct; and a copy of the reports shall also be submitted to FTII, Pune.
10. In case of any loss that might be caused to the FTII, Pune due to lapse on the part of the personnel deployed by the manpower bidder discharging their responsibilities, the such loss shall be compensated by the contracting bidder/bidder/supplier and in this connection, the FTII, Pune shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the FTII, Pune besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the bidder, FTII, Pune shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
11. **If case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the bidder.**

7. Legal :

1. The bidder 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. Any failure on the Part of the bidder to make payment of wages to the staff within the stipulated time limit shall attract a penalty of monthly bill per day recoverable from the next bill at the discretion of the FTII, Pune at the rate of 5% of service charge per day from the date following the stipulated date of payment (i.e. 7th of every month) as per the Payment of Wages Act, 1936.
2. The bidder solely shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by him/her to the office to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter. Any penalty under applicable laws shall be solely borne by the bidder.
3. The bidder shall maintain all statutory registers under the applicable law. The bidder shall produce the same, on demand, to the concerned authority of this office or any other authority under law including Annual Compliance Certificate.

4. 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 bidder by FTII, Pune.
5. In case, the tendering bidder 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 bidder, to the extent of the loss or obligation in monetary terms.
6. The bidder shall keep Office of FTII, Pune indemnified against all forms 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 bidder shall also execute an indemnity bond in favour of FTII, Pune, in the standard format, in this regard.
7. In case FTII, Pune suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, FTII, Pune reserves the right to terminate the contract without assigning any reasons.

8. Disputes & Differences:

1. Decision of the Director, FTII, Pune regarding performance of contract, levy of compensation for delay and payments for extra work done shall be final and binding on the bidder. However, any dispute arising out of this contract can be referred to an Arbitrator.
2. If any of the personnel of the bidder indulges in theft or any illegal/irregular activities, misconduct, the bidder will take appropriate action as per law and rules against its erring personnel in consultation with FTII, Pune and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel who indulges in such type of activities, should

not be further employed in this office by the bidder in any case.
3. In case of non-compliance with the contract, the FTII, Pune reserves its right to:
 - a. Cancel/revoke the contract, and /or
 - b. Impose penalty upto 10% of the total annual value of the contract.
4. Bidder shall ensure that no police/criminal case is pending against any employee deployed by them. Bidder shall be fully responsible for their integrity. In any case, breach of this clause shall lead to termination of the contract as well as attract appropriate legal actions applicable per the laws.
5. **In case any of the above provisions are violated, the bidder shall be liable to be blacklisted by FTII, Pune.**
6. The work will be assigned by FTII, Pune. This will be obligatory upon the bidder to perform within the stipulated period and as assigned by the Institute from time to time.

9. Eligibility Criteria

- a) The tender documents should be signed and stamped by the bidder of each page to comply the tender terms and conditions
- b) PAN card, Shop Act License, Certificate of Incorporation, GST Registration Certificate, Annual Income Tax Return filed for last three years, copy of work experience of similar nature with requisite proof and scanned copy of the tender acceptance letter duly signed by authorised representative of the firm as a token of acceptance of the terms & conditions in pdf format.
- c) Specifications/drawings, as applicable
- d) Technical details with technical parameters
- e) Requirement of training / on-job training to faculty/staff as applicable.
- f) Requirement of installation/commissioning
- g) Requirement of Acceptance Trials, Pre-despatch inspection and Joint Despatch inspection etc.
- h) Requirement of Technical documentation
- i) Assistance required after completion of warranty.
- j) Requirement of pre-site/equipment inspection.
- k) Quotation in original must be from the manufacturers/authorized supply house. In the case the bidder is an authorized dealer/supply house, he should name the original manufacturer. Bidder should furnish warranty to quality from the manufacturer and also furnish a certificate from the manufacturer that the bidder can quote items of the manufacturer directly. Offers not complying with these requirements will be rejected, without any notice/back reference.

Note: Any other details, as considered necessary depending upon nature of tender/case requirements.

10. **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.
11. **Delivery Period:** Supply of manpower would be within ten (10) days from the demand from the FTII, Pune. Please note that Contract can be cancelled unilaterally by the FTII, Pune in case required manpower is not supplied within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the FTII, Pune with applicability of Liquidated Damages clause.
12. **Period of Contract:** The rate quoted should be valid for 3 years. A review of services would be taken by FTII, Pune (based on satisfactory report) after completion of every year and accordingly the contract would be extendible but for not more than 3 years. Moreover, in extraordinary situation with due approval of Director, FTII, Pune the same may be further extended. Please note that Contract can be cancelled unilaterally by the FTII, Pune in case services are not received as per quality and standard specified in the

RFP and contract within the contracted period.

13. Miscellaneous terms & conditions of the contract:

- a. The bidder shall provide the services of required number of personnel as and when demanded by FTII, Pune. The personnel engaged for the services in FTII, Pune shall be the employees of the bidder and will take their remuneration/wages from the bidder. They will have no claim of whatsoever nature including monetary claim or any other claim or benefits from FTII, Pune.
- b. The bidder will furnish to FTII, Pune 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, Pune.
- c. The bidder 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 bidder and FTII, Pune shall not be responsible for any such liability.
- d. The bidder shall undertake to indemnify FTII, Pune for any liability under any law arising out of the engagement of the said manpower.
- e. The bidder shall comply with all rules and regulations regarding safety and security of its employees and FTII, Pune will in no way be responsible in any manner in case of any mishap to its manpower personnel.
- f. The personnel provided shall be under the direct control and supervision of the bidder. However, they shall comply with the oral and written instructions being given on day to day basis, by the staff/faculty authorized by FTII, Pune from time to time.
- g. They will be bound by office timings, duty, placement, locations, etc., as decided by FTII, Pune. FTII, Pune shall deduct a proportionate amount for each day of absence of the contracted personnel while making payment to the bidder each month.
- h. The bidder 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 bidder shall provide replacement services of suitable personnel.
- i. During the subsistence of the contract, FTII, Pune shall not undertake any monetary liability other than the amount payable to the bidder for the services of deployed

personnel. Other liabilities, if any, shall be solely rest on the bidder. Even if the FTII, Pune has to bear such liabilities on unforeseen circumstances/occasions, FTII, Pune will recover such amount from the bidder by adjusting the amount payable to them.

- j. In case the employees of the bidder do not attend the work at any time for whatever reason, the bidder shall make alternate arrangements at no extra cost to FTII, Pune, so that the daily work of FTII, Pune does not suffer. FTII, Pune shall also be free to make alternate arrangements and the cost of which shall be recovered from the bidder.
- k. Any loss, theft or damage to the life and/or property of the employees of FTII, Pune and/or property of FTII, Pune shall be compensated by the bidder, if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the employees of the bidder. The bidder 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 bidder provide such amenities, FTII, Pune shall be free to provide the same and FTII, Pune shall have right to recover all expenses incurred in providing such amenities from the bidder by deduction from any amount payable to the bidder.
- l. The bidder 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.
- m. It will be the sole liability of the bidder to pay the wages, provident fund, ESI, to its employees as applicable under the relevant rules.
- n. The bidder has to give an undertaking in this regard that he is following all the labour laws including the payment of minimum wages, etc.
- o. The bidder is liable to furnish all the relevant records for the information of employees. If the bidder fails to provide satisfactory performance, FTII, Pune shall be at liberty to terminate the contract and withhold the Security Deposit or the balance payment of the bidder, etc.
- p. FTII, Pune 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.
- q. The bidder shall be responsible for payment of Provident Fund and other payments due to its employees deployed at FTII, Pune. The bidder shall supply a copy of confirmation from its employees regarding acceptance of employment at agreed wages in advance.

- r. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the FTII, Pune will be considered applicable at the time of any dispute/following any statutory rules.

NOTE:-

1. GST to be paid extra as applicable.
 2. Wages for manpower will be as per Central Government / state Government whichever is higher.
 3. The tenderer should quote 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.
 5. Payment to the manpower Service Provider will be made as per actual deployment based on requirement/working days of FTII
 6. 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.
12. The FTII, Pune 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 Bidders are 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. bidder in the contract) as selected by the FTII, Pune/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. The format of arbitration clause in respect of indigenous private bidders, foreign bidders and CPSU are given in Annexure-III, IV & V respectively.

4. **Penalty for use of Undue influence** : The bidder should undertake 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 FTII, Pune or otherwise 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 disfavour 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 bidder or any one employed by him or acting on his/her behalf (whether with or without the knowledge of the bidder) or the commission of any offence by the bidder or anyone employed by him or acting on his/her 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 FTII, Pune to cancel the contract and all or any other contracts with the bidder and recover from the bidder the amount of any loss arising from such cancellation. A decision of the FTII, Pune or his/her nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the bidder towards any officer/employee of the FTII, Pune or to any other person in a position to influence any officer/employee of the FTII, Pune for showing any favour in relation to this or any other contract shall render the bidder to such liability/penalty as the FTII, Pune 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 FTII, Pune.

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. **Bidder Commission** : The bidder should confirm and declare to the FTII, Pune that the bidder 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 bidder, 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 bidder agrees that if it is established at any time to the satisfaction of the FTII, Pune that the present declaration is in any way incorrect or if at a later stage it is discovered by the FTII, Pune that the bidder 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 bidder will be liable to refund that amount to the FTII, Pune. The bidder will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The FTII, Pune will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the bidder who shall in such an event be liable to refund all payments made by the FTII, Pune in terms of the contract along with interest at the rate of 2% per annum above 18% penal rate. The FTII, Pune will also have the right to recover any such amount from any contracts concluded earlier by bidder with the Government of India or with FTII, Pune.
7. **Access to Books of Accounts:** In case it is found to the satisfaction of the FTII, Pune that the bidder has engaged an or paid commission or influenced any person to obtain the contract as described in clauses relating to Bidder Commission and penalty for use of undue influence, the bidder, on a specific request of the FTII, Pune shall provide necessary information/inspection of the relevant financial documents/information.
8. **Non-disclosure of Contract documents:** Except with the written consent of the FTII, Pune, bidder shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.
9. **Penalty and Liquidated Damages:** In the event of the bidder failure to submit the Bonds, Guarantees and Documents, supply the coordinator, supervisor and office helpers & services as specified in this contract, the FTII, Pune may, at his/her discretion, withhold any payment until the completion of the contract. The FTII, Pune may also

deduct from the bidder as agreed, liquidated damages to the sum of 5% on the Service charges 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.

10. **Termination of Contract:** FTII, Pune or the other party shall have the right to terminate this Contract in part or in full by giving three (03) months' notice in writing of the intention to terminate without specifying any reason(s) for termination. The FTII, Pune shall have also the right to terminate this contract in any of the following cases:-
 - a. The bidder commits default in complying with or commits breach of any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it immediately and not later than 03 (three) days in any case after a notice in writing is given to him by the Competent Authority, The FTII, Pune shall have power to terminate the contract by giving 07 (seven) days' notice and carry out the balance services by any means or through any other bidder at the risk and cost of the bidder till completion period/extended completion period of the contract. In such case, the difference in service charges if any with respect to the service charges of the bidder shall be recovered from his/her balance payment / security deposit.
 - b. The delivery of the services is delayed for causes not attributed to Force Majeure for more than fifteen (15) days after the scheduled date of signing of contract.
 - c. The bidder is declared bankrupt or becomes insolvent.
 - d. 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.
 - e. The FTII, Pune has noticed that bidder has utilized the services of any bidder in getting this contract and paid any commission to such individual / company etc.
 - f. As per decision of the Arbitration Tribunal.
11. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be sent by e-mail or registered speed post, 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.
12. **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. The contractor shall not sub-let, transfer or assign the whole or any part of the work under the contract.
13. **Patents and other Industrial Property Rights:** The prices stated in the present tender document 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 bidder shall indemnify the FTII, Pune 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 bidder shall be responsible for the completion of the services in satisfactory manner during the currency of the contract.

14. 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.

15. 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 bidder. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the FTII, Pune by the bidder. All such adjustments shall include all relief, exemptions, Rebates, concession etc. if any obtained by the bidder.
- 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 FTII, Pune.
- 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 bidder 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.

16. Pre- Integrity Pact Clause : An “Integrity Pact” would be signed between the FTII, Pune & successful bidder. This is a binding agreement between the FTII, Pune and bidder for specific contracts in which the FTII, Pune 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 FTII, Pune 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, Pune and successful bidder for this specific activity (the successful Bidder);
- b. An undertaking by the FTII, Pune 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 bidders 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/bidder 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/ bidder 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:
 - a. Denial or loss of contracts
 - b. Forfeiture of the bid security and performance bond;
 - c. Liability for damages to the principal/office and the competing Bidders; and
 - d. Debarment of the violator by the Principal/Office for an appropriate period of time.
17. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviours and compliance program for the implementation of the code of conduct throughout the company.

Part IV-Special Conditions of RFP

The Bidders are 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. bidder in the contract) as selected by the FTII, Pune. Failure to do may result in rejection of Bid submitted by the Bidder.

- 2. **Performance Guarantee:** The successful bidder will have to deposit a Performance Security Deposit in the following format-
 - a. The Bidders will be required to furnish a Performance Guarantee by way of Bank Guarantee through a nationalised bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) equivalent to for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order.

- b. The performance bank guarantee should be valid upto 60 days beyond the date of expiry of the contract.
- c. In case, the contract is further extended beyond the Term, the deposit will have to be accordingly renewed annually by the successful tenderer. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the bidder will be liable to be forfeited by the Department besides annulment of the contract.

3. 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 (Public Ltd./Private Ltd./Partnership Firm/Proprietorship)
- b. PAN Registration number
- c. EPF Registration number
- d. ESIC Registration number
- e. GST Registration number

4. Paying Authority: The payment would be made on submission of following documents:

- a. Ink signed copy of bidder bills
- b. 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).
- c. ESIC, EPF payment along with detailed statement of each employee
- d. GST payment challan.
- e. Attendance sheet of each employee duly signed by HoD.
- f. CH/CL record if any
- g. Any other document/certificate that may be provided for in the Job Order/Contract. Photocopy of PBG

5. Option clause: FTII, Pune can exercise an option to procure an additional 50% of the original contracted number of manpower in accordance with the same rate, terms & conditions of the contract with the successful bidder. FTII, Pune shall furnish a prior written notice within fifteen (15) days from the date of manpower deployment at FTII, Pune. 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 FTII, Pune to exercise this option or not.

6. Repeat Order Clause: Repeat order can also be placed with the supplier upto 50% of the quantity of this order on the same terms and conditions as stipulated in the original supply order, during the validity of this supply order or within six months from the date

of this supply order, whichever is later. It is a condition of this order and it will be obligatory on the part of supplier to execute such repeat order(s) also as the consideration for this option on favour of the purchase forms part of the main consideration under this order.

7. Fall Clause:

- a. The price charged for the services supplied under the contract by the bidder shall in no way exceed the lowest price at which the bidder provides the services of identical description to any persons/organization including the FTII, Pune 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 bidder reduces the service price or offer to provide services to any person/organization including the FTII, Pune 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 bidder shall furnish the following certificate to the FTII, Pune 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 manpower supplied to the FTII, Pune under the contract herein and such services have not been offered/sold by me/us to any person/organization including the FTII, Pune 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.”

8. Risk & Expense clause: Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective services are made in respect of the services thereof, the FTII, Pune shall after granting the bidder 7 (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:

- a. Should the services thereof not perform in accordance with the specifications/parameters provided by the FTII, Pune during the check proof tests to be done by the FTII, Pune, the FTII, Pune 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.

- b. In case of a contractual breach that was not remedied within seven (07) days, the FTII, Pune shall, having given the right of first refusal to the bidder be at liberty to provide services from any other source as he thinks fit, of the same or similar description to services.
- c. 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 bidder by FTII, Pune.

9. 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 and services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake, Pandemic 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, butting 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 month's 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 and services received.

Part V – Evaluation Criteria & Price Bid Issues

Evaluation Criteria: The broad guidelines for evaluation of Bids will be as follows:

1. **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.**

2. The technical Bids forwarded by the Bidders will be evaluated by FTII 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.**
3. Past performance report of similar items earlier supplied to this Organization will be taken into consideration while evaluating this bid. The bid shall be rejected, if the past performance of the similar item earlier supplied to the Organization is found to be unsatisfactory.
4. The lowest Bid will be decided upon the lowest rate of service charge (in %) quoted by the particular Bidder
5. 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 liveable 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.
Note: In the above point no. 5 – GST will be considered on actual amount of invoice submitted by the awardee
6. As this tender is through Central Public Procurement Portal in the BOQ there are two columns one is without taxes and other is with taxes and the L1 is decided on the basis of without taxes and with taxes separately. Therefore, bidder may kindly note that if there is any difference in GST rate (in % terms) the actual GST percentage will be taken into consideration and will be applied to the base rate quoted by the bidder to bring at par all the bidders for making the comparison to find the L1 bidder.
7. 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.
8. 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 the manpower & services within stipulated time and the same will be placed at Lowest-1 rate.

9. Any other criteria as applicable to suit a particular case.

10. Evaluation will be done as per extant order issued by MoF on time to time on above subject.

Price Bid Format: The Price Bid should be submitted online as per BOQ format only.

Note: These terms and conditions are part of the Contract as indicated in the Contract between FTII, Pune and bidder and any non-compliance shall be deemed as breach of the Contract.

BID SECURITY DECLARATION

I hereby certify and accept that if I withdraw or modify any bids after the due date, during the period of validity, etc., I will be suspended for six months from tender participation.

(Signature of Authorized signatory with date and seal)

Declaration by the Tenderer/Bidder:

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, Pune. 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)

ANNEXURE- I

Instructions to the Bidders to submit the bids online through the e-Procurement site (<https://eprocure.gov.in>)

- 1) Bidder should do the registration in the tender website using the “Click here to Enrol” option available.
- 2) Then the Digital signature of SIFY/TCS/encode 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 bid submission. This will facilitate the bid submission process by reducing time.
- 4) Bidder may read the tenders published in the website and download the required documents/tender schedules for the tenders he/she 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 online 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 the 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/she is interested using search option & then move it to my favourites folder.
- 12) From my favourites folder, he/she selects the tender to view all the details 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 (xis) in the space allotted and should be updated as BOQ.xis 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 updation 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 Tender Inviting Authority (TIA), the bid number can be used as a reference.
- 22) Bidder should log into the website 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 low 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 e-Procurement 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.

ANNEXURE- II

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 or 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.

ANNEXURE- III

Format of Arbitration Clause – Foreign bidders

1. All disputes or 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.
2. Any dispute, disagreement or 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.
3. Within sixty (60) days of the receipt of the said notice, one arbitrator shall be nominated in writing by the SELLER and one arbitrator shall be nominated by the BUYER.
4. The third arbitrator, who shall not be a citizen or domicile of the country of either of the parties or of any other country unacceptable to any of the parties, the said arbitration shall be nominated by the parties within (90) days of the receipt of the notice mentioned above, failing which the third arbitrator may be nominated under the provisions of UNCITRAL by the International Chamber of Commerce, Paris at the request of either party. However, the said nomination would be after consultation with both the parties and shall preclude any citizen or domicile of any country as mentioned above. The arbitrator nominated under this clause shall not be regarded nor act as an umpire.
5. The Arbitration Tribunal shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
6. The arbitration proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts or as may be mutually agreed between the parties.
7. The decision of the majority of the arbitrators shall be final and binding on the parties to the contract.
8. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses of the third arbitrator shall be shared equally by the Seller and the Buyer, unless otherwise awarded by the Arbitration Tribunal.
9. In the event of a vacancy caused in the office of the arbitrators, the party which nominated such arbitrator shall be entitled to nominate another in his place and the

arbitration proceedings shall continue from the stage they were left by the outgoing arbitrator.

10. In the event of one of the parties failing to nominate its arbitrator within 60 days as above or if any of the parties does not nominate another arbitrator within 60 days of the place of arbitrator falling vacant, then the other party shall be entitled after due notice of at least 30 days to request the International Chamber of Commerce to nominate another arbitrator as above.
11. If the place of the third arbitrator falls vacant, his substitute shall be nominated according to the provisions herein above stipulated.
12. 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** - The provisions with regard to appointment of an Arbitrator by the International Chamber of Commerce, Paris shall only be resorted to in cases of International Commercial Arbitration. Similarly, the UNCITRAL provisions will only apply with regard to appointment of Arbitrator, fixation of fees of the Arbitrator when it is a foreign arbitration. The procedure to be adopted during arbitration will be as provided in the Indian Arbitration & Conciliation Act, 1996.]

ANNEXURE-IV

Format of Arbitration Clause – CPSU

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the Permanent Arbitration Machinery set up in the Department of Public Enterprises and that if the Department of Public Enterprises fails to settle the dispute, the same will be referred to the Committee constituted by the Cabinet Secretariat.

ANNEXURE-V

Performance Bank Guarantee Format

From:
Bank _____

To
The Director
Film and Television Institute of India,
Law College Road,
Pune-411004

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.

1. 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.
2. In no case shall the amount of this guarantee be increased.
3. This guarantee shall remain valid for 14 months from the effective date of contract according to the contractual obligations under the said contract.
4. 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.
5. 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.....

ANNEXURE- 'A'

Acceptance of all terms & conditions of tender document

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 _____

ANNEXURE- 'B'

Self-Declaration: No Blacklisting

Date : _____

To

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

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

Dear Sir,

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 _____

ANNEXURE- 'C'

Proforma of Certificate from the firms / offices indicating the satisfactory services by the outsourcing Agency

CERTIFICATE

This is to certify that the outsourcing agency for providing of manpower under the name & style M/s. _____ situated at _____ engaged by us during the year 2017-2018; 2018-2019; 2019-2020 (as the case may be) and they have rendered satisfactory services by providing required manpower.

Seal & Stamp

Signature :-
Name:-
Designation:-
Name of the firm:-

ANNEXURE- 'D'

Index document to be attached

To,

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

Subject: Manpower Supply Agencies (Professional, Technical, Computer Trained Assistant and other classes of workers) for FTII, Pune through outsourced agency.

Reference : Tender No. _____.

Sir,

M/s. _____ engaged in Human Resources, Payroll, Outsourcing Manpower Services.

We are interested in this work and hence we submit our tender documents.

Please find herewith enclosed the relevant documents in connection with the above tender.

Index document to be attach as follows

Sr. No.	Particulars	No. of Pages	From	To
1.	Original Tender Document (signed and stamped)			
2.	Company Profile & Over selves			
3.	Photo copy of Registration under Shop Act & Incorporation Certificate			
4.	Photo copy of Pan Card PAN Number			
5.	National Small Industries Corporation Ltd. Certificate Micro and Small Enterprises(MSEs), (if any)			
6.	E.P.F. Registration Certificate			
7.	Address Proof for Office in Pune for at least 2 years.			
8.	E.S.I.C. Registration Certificate			
9.	Photo Copy of GST Registration			
10.	Photo Copy of Valid Labour License Certificate			
11.	Photo Copy of Professional Tax Registration Certificate			
12.	T.A.N. Registration Certificate Registration			
13.	Photo Copy of Income Tax Return/Balance Sheet/ P&L of last 3 years			
14.	Photo Copy of Work Experience Certificate from Govt. / PSUs.			
15.	Client List of Work in Hand & Major Work Done			
16.	Bank Statement for one month of each financial year			
17.	Scanned copy of Bid Security Declaration			

Signature :-

Name:-

Date : _____

Seal & Stamp