

Request for Proposal for House Keeping services

**Government of India
National Film Archive of India
Ministry of Information & Broadcasting
Law College Road, Pune- 411004**

REQUEST FOR PROPOSAL/TENDER DOCUMENT

Invitation of Bids for Comprehensive Housekeeping Services

Request for Proposal (RFP) No. 72/09/2017-Estt Dated 7/11/2017

1. Bids (Technical & Commercial) in separate sealed cover are invited for and on behalf of President of India for engagement of Housekeeping Services listed in Part II of this RFP. Please superscribe the above-mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. **Both the envelope should be enclosed in a third sealed envelope super scribed with the RFP number and due date.**
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:

a.	Bids/queries to be addressed to	Director, National Film Archive of India (NFAI)
b.	Postal address for sending the Bids	National Film Archive of India, Law College Road, Pune- 411004
c.	Name/designation of the contact personnel	Sh. D.K. Sharma, Administrative Officer, NFAI
d.	Telephone number of the contact personnel	020-25659379
e.	e-mail ids of contact personnel	Nfaiacctts79@gmail.com
f.	Fax number	020-25670027

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The table below mentions the revised dates related to the RFP schedule:

Sr. No	Particulars	Remarks
1	Cost of the RFP to be paid in form of a Demand Draft/Pay Order from any scheduled commercial bank in name of "Administrative Officer, NFAI" payable at Pune.	Rs. 500 /-
2	Release of RFP	7/11/2017
3	Submission of queries	07/11/2017
4	Pre-bid meeting with agencies	15/11/2017
5	Response to queries	13/11/2017
6	Last date for submission of RFP response	27/11/2017 at 3 PM
7	Opening of Technical Bids	27/11/2017 at 4 PM
8	Opening of Commercial Bids	To be intimated later
9	Correspondence details	Shri. D. K. Sharma Administrative Officer, National Film Archive of India, Contact – (020) 25671569 Email ID - nfaiacctts79@gmail.com
10	Submission details	Shri. D. K. Sharma Administrative Officer, National Film Archive of India, Contact – (020) 25671569 Email ID - nfaiacctts79@gmail.com

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

- a. **Part I:** Contains General Information and instructions for the Bidders about the RFP such as the time, cost of tender document, EMD, place of submission and opening of tenders, Validity period of tenders, etc.

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- b. **Part II:** Containing essential details of the services required, such as the Educational Qualifications, Schedule of Requirements (SOR), Scope of Work, Technical details and eligibility criteria etc.
 - c. **Part III:** Contains Standard Conditions of RFP, which will form part of the Contract to be signed with the successful Bidder.
 - d. **Part IV:** Contains Special Conditions applicable to this RFP and which will also form part of the contract to be signed with the successful Bidder.
 - e. **Part V:** Contains Evaluation Criteria and Format for Price Bids.
4. **This RFP is being issued with no commitment and the NFAI reserves the right to change or vary any part thereof at any stage. NFAI also reserves the right to withdraw the RFP, should it become necessary at any stage, without citing any reason what so ever.**

Part I – General Information

1. **Last date and time for depositing the Bids:**

27 November 2017 - Up to 1500hrs.

The sealed Bids should be deposited/reach NFAI by the due date and time. The responsibility to ensure this lies with the Bidder. Late bids will not be accepted.

2. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as “Tender for providing Housekeeping Services in National Film Archive of India”, Pune or sent by registered post at the address given in para (2) at first page so as to reach on or before the due date and time. **Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.**

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

27 November 2017 - 1600 hrs

(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 NFAI).

4. **Location of the Tender Box:**

Administration Section of National Film Archive of India, Law College Road, Pune-41004

Only those Bids that are found in the tender box or handed over to Administrative Officer, NFAI (in case it bids does not fit in the tender box) will be considered for opening.

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5. Place of opening of the Bids:

Conference Room, 1st Floor, National Film Archive of India, Law College Road, Pune-411004

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

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

7. Pre-Bid Meeting: A Pre-Bid meeting of the bidders shall be convened at the designated date, time and place as mentioned in the RFP schedule above. The interested Bidder must submit the queries by email addressed to “Administrative Officer” before the time stipulated as mentioned in the schedule above. Queries submitted beyond the stipulated time will not be considered by NFAI. Bidders submitting their queries in any other format shall not be accepted by NFAI.

8. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the NFAI prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the NFAI 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.**

9. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the NFAI 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. **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 till 180 days from the last date of submission of the Bids.

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13. Cost of tender: The detailed tender document can be obtained from the Administrative Officer, NFAI on any working day between 10.00 AM to 4.00 PM on payment of Rs. 500/- (non refundable) in cash till 27/11/2017. Complete tender document can also be downloaded from our web site **www.nfai.gov.in** and **Central Public Procurement Portal**. The downloaded tender document can be submitted by paying Rs. 500/- (Rs. Five Hundred Only) in the form of Demand Draft/Pay order in favour of Administrative Officer, NFAI to be enclosed with the filled in tender form.

14. Earnest Money Deposit: Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs. 1, 20,000/-(Rs. One Lakh Twenty Thousand Only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, or Bank Guarantee from any of the Public Sector Banks or a private Sector Bank authorized to conduct government business as per Annexure-I. 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 NFAI. **Financial/price bids of only those firm will be opened, whose technical bids are found compliant/suitable after technical evaluation is done by the customer i.e. NFAI**

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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.	Supervisor (Graduate)	01
2.	House keepers (Male & Female), Unskilled (Number of person may be increased and decreased according to the work)	16
3.	Gardeners	04
4.	Pantry Staff	03
5.	Other skilled manpower	02
	Total:	26

Note:

1. Pantry staff should know basic preparation for Tea / Coffee / Breakfast etc. He should know the service etiquette.
 2. The Gardner should be well trained and should know landscaping, maintenance & upkeep of the garden etc.
 3. NFAL holds the right to terminate services of any person, without giving any prior intimation
2. **Technical Details & Eligibility Criteria (Terms & Conditions):**

Eligibility criteria

Sr. No	Criteria	Supporting document
1	The bidder should be a registered entity under the relevant Acts in India.	Copy of the certificate of registration to be provided
2	Experience: The Bidder must have minimum three years of experience of providing at least 25 nos. of manpower under one contract in similar work in any organization, Central/State Govt. / PSU / Commercial organization.	Minimum 3 Work Orders / Purchase Orders / Contract showcasing work of providing minimum 25 manpower each under one contract in similar work
3	The Bidder must have a valid PAN/TIN, GST Number, ESIC, Licence under Contract Labour (R&A) at 1970 and GST registration number, central/State Labour Dept, ESIC, EPFO and GST authorities	Copy of all the certificates to be submitted
4	The Bidder must have office in Pune/Mumbai as on date of submission of the Bid response to this RFP	Necessary Government issued documentary evidence to be provided
5	The Bidder must have an average turnover of 50 lakhs on the past 3 financial years i.e. 2014-15, 2015-16 and 2016-17	Audited P&L statements and letter from a Chartered Accountant for substantiating proof of turnover to be provided
6	The Bidder must not be blacklisted by any Central Government/State Government/Autonomous Bodies of Central and State Government	Self-certification on the Bidders letter head to be provided

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Note: It shall be the responsibility of the contractor / supplier to undertake the background and a police verification of the staff that will be deployed at NFAI. The necessary document in this regard shall be produced by the contractor / supplier from time to time

Technical evaluation

Bidders scoring a minimum of 60 marks shall be considered for commercial opening. The evaluation criteria shall be as mentioned below.

Sr. No.	Clause	Sub-Clause	Parameter	Max marks
1	Profile and number of year in existence for the Bidder	No of years in existence	≤ 3 Yrs = 5 marks 3 – 5 Yrs = 10 Marks > 5 Yrs = 20 marks	20 marks
2	The financial turnover of the Bidder only from similar business related to providing the housekeeping services for the financial year 2014-15, 2015-16 and 2016-17.	Average Financial turnover	≤ 20 Lakhs = 5 marks 20 – 50 Lakhs = 10 marks 50 – 75 Lakhs = 20 marks > 75 Lakhs = 30 marks	30 marks
3	No. Of manpower handled in single contract	Trained manpower on Bidders payroll	≤ 30 people = 10 marks Between 30 to 60 people = 20 marks > 60 people = 30 marks	30 marks
4	Certifications	ISO or equivalent	Valid certification = 20 marks else 0 marks	20 marks
Total				100 marks

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Note:

1. Bidder shall produce the necessary documentary evidence substantiating the claims made in the above table. NFAI reserves the right to verify the originality and authenticity of the documents provided. Any false claim, if identified, shall be the reason to blacklist the Bidder.
2. Marks given by NFAI shall be final and binding upon the Bidder

Commercial evaluation

The Bidders securing minimum 60 marks in the technical evaluation shall be considered for commercial evaluation. The commercial evaluation shall be on the lowest commercial value (L1 method).

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3. Scope of work (At Law College Road and Kothrud Office)

1. The Bidder has to carryout all work during festival / event period which would be well within this scope.
2. The Bidder has to maintain biometric attendance for all the staff and the activity register for the work undertaken by all the staff.

OFFICE AREA			
Sr.No	Activity	Frequency	Method
1	Sweeping/ Mopping of Floor	Twice a Day / As and when required	Manual
2	Scrubbing & Drying of Floor	Once a Day	with Scrubbing & Drying M/c
3	Collection of Garbage & Waste.	As and when required	Manual
4	Dustbin Movement / Cleaning of dustbin	Once a Day / As and when required.	Manual
5	Window channel etc. Cleaning	Once a week	Wet & Dry Wiping
6	Window Glass Panes cleaning	Once a week	Dusting, Wet & Dry Wiping
7	Partition (Wooden,M.S. & Glass) Cleaning	Once a week	Dusting & Vaccuming
8	Electric Panel & Instruments Cleaning	Once a week	Dusting & Vaccuming
9	Cleaning of Sign Boards & Signages	Once a week	Wet & Dry wiping
10	Cleaning tables, chairs, visitor's chairs, sofas, almirahs, Carpet etc., and all the electronic gadgets like computers, telephone, fax machines, photo copier machine etc.	Once a week	Dusting, Wiping & Vaccuming
11	Removal of blockages and clogging in the washbasins and other sanitary fittings in the toilets for smooth outflow of wastewater	Once a week	Dry wiping and Vaccuming
12	Side-Walls Cleaning upto manheight.	Monthly	Wet/ Dry wiping
13	Cob Web Cleaning, Artificial plants, door mats and carpets	As per requirement	Dusting & Vaccuming
14	Cleaning of brass handles, door knobs	As per requirement	Manual
15	Cleaning of Notice Pin Boards	Once a week	Dusting, Wet & Dry Wiping
16	Conference Room: Conference table, board, chairs and its base, storages, etc.	Once a Day / As and when required.	Dusting, Wet & Dry Wiping
17	Ovehead Hanging Ventilator/AC Ducts	Fortnightly	Telescopic poles upto 15ft
18	Shifting of furniture and other equipment and files whenever required.	As and when required	-
19	All name boards, brass boards, wall panels' paintings etc.	Daily	Dusting, Wet & Dry Wiping
20	Sweeping of roads, passage, corridors, inside the offices, pitch stone flooring, open drain, parking area, tiled footpath etc.	Daily	Manual Brooming

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FORTNIGHTLY ACTIVITIES			
8	Ovehead Hanging Ventilator/AC Ducts	Fortnightly	Telescopic poles upto 15ft
9	Cob Web Cleaning	Fortnightly	Telescopic poles upto 15ft
10	Piping, Ducting & Cable trays at Manheight Level.	Fortnightly	Dusting, Wiping & Vaccuming
11	Cleaning of Chairs, Carpet in 3 Auditoriums	Fortnightly	Wet carpet cleaning, vaccuming, wiping and Dusting
MONTHLY ACTIVITIES			
11	Rack Cleaning	Monthly	Dusting & Wiping
12	Glass (Window) Cleaning upto 15 ft	Monthly	Telescopic Poles Dusting & Dry wiping
13	Column, Side-Walls Cleaning upto upto 15 ft	Monthly	Telescopic Poles Dusting & Dry wiping
TOILETS			
Sr.No	Activity	Frequency	Method
1	Sweeping of Floor	Twice a Shift	Vaccum/manual
2	Mopping of Floor	Twice a Shift	Manual
3	Dustbin Movement	Twice a Shift	Manual
4	Urinals & Water closets	Twice a Shift	High pressure / Manual cleaning
5	Wash Basin & Mirror Cleaning	Twice a Shift	Scrubbing, Washing & Wet and Dry Vacuum, Wiping
6	Cleaning of Fittings like Taps, soap dispenser, towel rods, flush tanks etc	Twice a Shift	Wet & Dry Wiping
7	Partition (Wooden,M.S. & Glass) Cleaning	Once a Day	Wet /Dry Wiping
8	Switch boards & Instruments Cleaning	Once a Day	Dusting & Vacuuming
9	Window channel etc. Cleaning	Weekly Once	Dusting & Vacuuming
10	Side-Walls Cleaning upto manheight	Weekly Once	Wet & Dry wiping
11	Cob Web Cleaning	As per requirement.	Dusting & Vacuuming
12	Spit stains removal	As per requirement.	Scrubbing, Washing & Wet and Dry wiping
OUTSIDE AREA			
1	Deepcleaning of balconies	Weekly once	Manual, mechanized
2	Collection & Disposal of Garbage	Daily	Manual

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Scope of work for Garden Maintenance		
A. Lawn		
Sr.No.	Particular	Frequency
1	Cleaning of lawn area	Daily
2	Watering	Alternate days
3	Forking/ Earthing up	Weekly
4	Weeding	Fortnightly
5	Mowing/ Scraping	Fortnightly
6	Patch filling	Monthly
7	Spraying	As required
B. Edges/Hedges		
Sr.No.	Particular	Frequency
1	Watering	Daily
2	Forking/ Loosening of soil	Weekly
3	Weeding	Fortnightly
4	Cutting	Fortnightly
5	Gap filling	Monthly
6	Spraying	As required
C. Shrubs / Trees		
Sr.No.	Particular	Frequency
1	Watering	Daily
2	Basin making	Weekly
3	Weeding	Fortnightly
4	Stacking / Tying	Fortnightly
5	Trimming/Trainings	Monthly
6	Gap filling	Monthly
7	Spraying	As required
D. Ground Cover/ Flower bed		
Sr.No.	Particular	Frequency
1	Watering	Daily
2	Forking/ Loosening of soil	Weekly
3	Weeding	Fortnightly
4	Cutting	Fortnightly
5	Gap filling	Monthly
6	Spraying	As required
7	Removing of dried leaves & branches	As required

Important points to note:

- Care should be taken that the gadgets are not tampered with during the cleaning operation.
- Any other miscellaneous works related to housekeeping.

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- The contractor shall provide all toiletries, cleaning material/consumables like brushes, mops, air fresheners, cleaning cloth, disinfectants, liquid soap, naphthalene bass, phenyl, acid, wipers vacuum cleaner, brooms & wiper etc. required for housekeeping services staff. **Therefore, the cost of cleaning material should be included in the price bid.**
- **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.**
- 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.
- The contractor shall maintain registers at NFAI showing the details of housekeeping works carried out and get them countersigned by officers of the NFAI on day-to-day basis. The registers will always be kept in the custody of NFAI and will be property of NFAI.
- 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 NFAI. **The supervisor housekeepers, gardeners, pantry staff & services deployed by contractor will be working under the direct administrative control of NFAI.**
- The contractor should provide name, address, mobile number, **character certificate and other relevant information to NFAI. The contractor will also provide this information in an agreed format as and whenever the staff is engaged or relieved from 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 NFAI being customer in case services are not received as per quality and standard specified in the RFP and contract within the contracted period. The services shall be mutually extendable for another one year with 10% increase in cost of consumables/material proposed. The NFAI reserves the right to exercise the option clause and repeat order clause as per text given in Chapter IV of this RFP.

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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 NFAI. 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 NFAI 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 NFAI 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 NFAI 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 NFAI or to any other person in a position to influence any officer/employee of the NFAI for showing any favour in relation to this or any other contract shall render the contractor to such liability/penalty as the NFAI 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 NFAI.

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5. **Agents/Agency Commission:** The contractor/Supplier confirms and declares to NFAI 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 NFAI that the present declaration is in any way incorrect or if at a later stage it is discovered by the NFAI 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 NFAI. 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 NFAI 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 NFAI in terms of the contract along with interest at the rate of 2% per annum above 18% penal rate. The NFAI 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 NFAI.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the NFAI 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 NFAI shall provide necessary information/inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of the NFAI, 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 supervisor house keepers, gardeners, pantry staff & services as specified in this contract, the NFAI may, at his discretion, withhold any payment until the completion of the contract. The NFAI 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 NFAI 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.

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- (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 NFAI 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 NFAI 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 NFAI 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 NFAI.
- (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

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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 NFAI & successful contractor. This is a binding agreement between the NFAI and contractor for specific contracts in which the NFAI 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 NFAI to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:

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

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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 NFAI. 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 NFAI 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 NFAI to exercise this option or not.

3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the NFAI 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 NFAI 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 the NFAI in respect of engaged Housekeepers/persons depending upon their satisfactory performance of work.
- b. No advance payment would be made at any cost.

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

- (i) Ink signed copy of contractor bills
- (ii) Ink signed copy of attendance sheet maintained by NFAI/Contractor.
- (iii) Performance report submitted by supervising officer with respect to supervisor, housekeepers, gardeners, and pantry staff.

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- (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 NFAI 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 NFAI 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 NFAI 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 NFAI 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 NFAI shall after granting the contractor

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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 NFAI during the check proof tests to be done by the NFAI, the NFAI 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 NFAI 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 NFAI.

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 NFAI. The personnel engaged for the services in the NFAI 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 NFAI. The contractor shall make its own arrangement for commuting the personnel requisitioned, to the NFAI offices wherever located in the areas of Pune and back. The contractor will furnish to the NFAI 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 NFAI. 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 NFAI shall not be responsible for any such liability. The contractor shall undertake to indemnify the NFAI 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 NFAI 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 NFAI from time to time. They will be bound by office timings, duty, placement, locations, etc., as decided by the NFAI. The contractor shall make payment of remuneration/wages to its personnel at the approved contracted rate before 7th of every month. The NFAI shall watch the attendance of the housekeepers sponsored by the contractor and it shall maintain attendance register in respect of such personnel. The NFAI 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 NFAI 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 NFAI has to bear such liabilities on unforeseen circumstances/occasions, the NFAI 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 NFAI, so that the daily work of the NFAI does not

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suffer. The NFAI 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 NFAI and/or property of the NFAI 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 NFAI shall be free to provide the same and the NFAI 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 State of Maharashtra 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 NFAI 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 in accordance with GST as applicable will be deducted from the monthly payments of the contractor. If the contractor fails to provide satisfactory performance, the NFAI shall be at liberty to terminate the contract and withhold the Security Deposit or the balance payment of the contractor, etc. The NFAI 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 NFAI. The contractor shall supply a copy of confirmation from its employees regarding acceptance of employment at agreed wages in advance.

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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 RFP, both technically and commercially.**
 - b. The technical Bids forwarded by the Bidders will be evaluated by the NFAI 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 **(taking into account extra hours rate per hour)** will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. 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 cost to the NFAI 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.

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- 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 NFAI. NFAI 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.**

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

S.N.	Description	Number	Unit Rate for one month (30 days)	Total amount for one year excluding extra hours rate per hours
1.	Supervisor	01		(Yearly charges to be indicated)
2.	House Keeper (Male & Female)	16		
3	Gardener	4		
4.	Pantry Staff	3		
5.	Other skilled manpower	2		
6	ESI @ 4.75%			
7.	EPF @ 12%			
8.	Monthly Administrative Charges			(Yearly charges to be indicated)
9	Monthly Cost of cleaning equipment			
10	GST			
11	TOTAL (in figure)			
12	Total (in words)			(Yearly charges to be indicated)

Signature and seal of the
Competent Authority

Date:

Place:

Note:

1. In the event of mismatch between figures and words, the financial proposal as stated in words shall be taken into consideration for evaluation of financial bid.
2. The figures shall be inclusive of all taxes in force shall applicable.
3. For calculation purpose, duty to be considered for 8 hrs/day. Extra hours rates shall be calculated as per Minimum Wages Act and other relevant acts.
4. Rates should be as per Minimum Wages Act, 1948.

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 NFAI in future.

(Signature of Authorized signatory with date and seal)

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 NFAI’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)

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 seal in New Delhi or such other place in India 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.

Performance Bank Guarantee Format

From:
Bank _____

To

The President of India through National Film Archive of India
Ministry of Information & Broadcasting
Government of India
New Delhi.

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 an change in the constitution of the bank or in the constitution of
M/s.....