

DIRECTORATE OF FILM FESTIVALS
(Ministry of Information and Broadcasting)
Sirifort Cultural Complex
August Kranti Marg
New Delhi - 1100 049

F. No. 30/59/2009 -FFD(Admn.)

Date :. 20.11.2009

To

Subject : Supply of man-power on daily wage basis for the year 2009-2010

Sir,

This Directorate requires the services of Mazdoors from time to time during the year 2009-2010. In case your firm is in a position to provide the services of these personnel , you may quote your daily rates for providing services of the following Category of the workers in the format given below :-

S.No.	Category	Rate in Rs. per day	Rate in Rs per extra hr.
1.	Mazdoors		

The terms and condition are enclosed. While sending your bids, kindly go through Terms and conditions carefully. Only Agency / Agencies who are in position to comply with these Terms and Conditions shall send their bids.

Kindly send your bids / quotations by 15.12.2009 at 3.00 p.m . Bids will be opened on 15.12,2009 at 4.00.p.m.

(Anurag Misra)
Director (A) & OSD

Encl. a.a.

Terms and condition

1. The contract with the Agency will be for a period of one year.
2. The cost of tender documents is Rs.500/- [non refundable]
3. The Agency should have a valid license for supply of man - power In the NCT of Delhi.[The copy of License enclosed]
4. The Agency must have at least fifty personnel on rolls for supply at any given time.
5. The agency shall submit an earnest money of Rs.15000/- [refundable] along with the tender documents through DD/Pay Order in favour of "The Pay & Accounts Officer [MS] Ministry of Information & Broadcasting , New Delhi."
6. The agency shall have to produce proof of having satisfactorily completed three works of similar nature of not less than Rs.5.00 Lakhs each during the last five years.
7. The Agency must be a regular income tax payee with a valid PAN/TAN.(The copy of PAN /TAN enclosed)
8. The Agency must deposit the Performance security amount equal to 10% of the value of the annual contract by Pay Order in favour of "The Pay & Accounts Officer (MS), Ministry of Information & Broadcasting, New Delhi" with this Directorate within 7 days after acceptance of the order. As per Rule No. 158(ii) of G.F.R. 2005, ibid "Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations."
9. In case any Agency/Agencies fail to deposit the refundable security amount as mentioned in Clause 5, the bid/bids will be rejected.
10. The personnel engaged for the services in DFF shall be the employees of the Agency and will take their remuneration/weages from them. They will have no claim of whatsoever nature including monetary claims or any other claim or benefits from DFF.
11. The Agency shall make their own arrangement for commuting the personnel requisitioned for services to the DFF office.
12. The Agency will furnish to DFF 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.

- 13 The Agency will be responsible for compliance of all the applicable laws and obligations.
- 14 Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the Agency and DFF shall not be responsible for any such liability.
- 15 The Agency shall undertake to indemnify DFF for any liability under any law arising out of the award of the contract.
- 16 The Agency shall comply with all the rules and regulations regarding safety and security of its employees and DFF will in no way be responsible in any manner in case of any mishap to eyrir personnel.
- 17 The personnel provided shall comply with the oral and written instructions given on day to day basis, by the officer(s) of DFF from time to time. They will be bound by office timings, duty, placement, locations, etch., as decided by DFF. An attendance register will be maintained and will be signed by each of the employee deputed by the Agency every day. The Agency will also provide adequate sets of uniforms to its personnel
- 18 The agency shall not go for sub-contract,
- 19 The Agency shall make payment of remuneration/weages to its personnel before 7th of every month. The Agency shall raise the bill on the DFF for payment after that.
- 20 The DFF shall deduct proportionate amount for each day of absence of the personnel while making payment to the Agency each month.
- 21 The Agency shall be responsible for the discipline and conduct of the personnel sponsored by them and in case the personnel lacks in discipline and their quality of work deteriorates during the course of their service, the Agency shall provide replacement services of suitable personnel. In case of misbehavior /misconduct/indiscipline behavior, the services of the persons will be terminated. The Agency is liable to provide suitable person immediately.
- 22 During the subsistence of the contract, DFF shall not undertake any monetary liability other than the amount payable to the Agency for the services provided by them. Other liabilities, if any, shall be solely rent on the Agency.
- 23 In case, any of the employees of the Agency engaged do not attend the work at any time for whatever reason, the Agency shall make alternate arrangements at no extra cost to DFF so that the daily work of DFF does not suffer. If no such alternate arrangements are made. Proportionate deductions shall be made out of the contracted amount. DFF shall also be fee to make alternate arrangements the cost of which shall be recovered from the Agency.

- 24 Any loss, heft or damage to the life and/or property of the employees of DFF and/or property of the DFF shall be compensated by the Agency if cause of such loss, theft or damage is on account of default, negligence and/or lapse of the employees of the Agency.
- 25 The Agency shall be responsible for providing amenities as required to be provided under the provisions of Contract Labor (Regulations and Abolition) Act, 1970.
- 26 The Agency shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable or which might become applicable to the N.C.T. Delhi with regard to performance of the work included herein or touching upon this contract including but not limited to Minimum Wages Act, 1948, Delhi shops and Establishment ACT, 1954, ESI Act, 1948, Delhi Shops and Establishment ACT, 1954, EST ACT, 1948, Provident Funds and MP Act, 1952, Workmen's Compensation Act, Payment of Bonus Act, and take such steps as may be deemed necessary in this regard from time to time.
- 27 The Agency will not ask for any enhancement of approved rates during the contract period.
- 28 It will be the sole liability of the Agency to pay the wages, provident fund, EST, leave benefits, bonus, medical facilities, etc, to its employees deployed in DFF as applicable under the relevant rules.
- 29 If the Agency fails to render any or all these services, for any period during the currency of the contract, DFF shall be in liberty to get the work done from other Agencies and deduct charges incurred on this account from the amount payable to Agency.
- 30 If the Agency fails to provide satisfactory performance, DFF shall be at liberty to terminate the contract and withhold the security deposit or the balance payment of the placement agency, etc.
- 31 .DFF reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term and condition at any time during the currency of the contract.
32. In case of any dispute, DFF will appoint an arbitrator and the decision of the arbitrator will be final and binding to both the parties.
33. All disputes will be settled in the jurisdiction of the Delhi Court.
- 34 DFF reserves the right to reject any or all quotations.
