

Tender No. "DFC/ADI/Manpower/2012-13/1"

Dedicated Freight Corridor Corporation of India Ltd.

Name of Work: - Empanelment/ Engagement of manpower service provider for providing various categories of outsourced staff for Chief Project Manager/ DFCCIL, Ahmedabad unit.

Single Packet OPEN TENDER

Tender No- DFCC/ADI/Manpower/2012-13/1

**BID DOCUMENT
NOT TRANSFERABLE**

**Dedicated Freight Corridor Corporation of India Ltd.,
First Floor Old DRM Office, Kalupur, Ahmedabad-380 002**

Tender No. “DFC/ADI/Manpower/2012-13/1”

**Dedicated Freight Corridor Corporation of India Ltd.,
First Floor Old DRM Office, Kalupur, Ahmedabad-380 002**

**Tender No.
DFCC/ADI/Manpower/2012-13/1**

TABLE OF CONTENTS

Section 1.	Invitation for Bids (IFB)
Section 2.	Instructions to Bidders (ITB)
Section 3.	General Conditions of Contract
Section 4.	Special Conditions of Contract and specifications
Section 5.	Financial Bid



DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.

**(A Public Sector Undertaking of Ministry of Railways)
First Floor Old DRM Office, Kalupur, Ahmedabad-380 002**

Forwarding letter by Tenderer

To,
Chief Project Manager
DFCCIL,
Ahmedabad

Name of Work: - Empanelment/ Engagement of manpower service provider for providing various categories of outsourced staff for Chief Project Manager/ DFCCIL, Ahmedabad unit.

Ref:

1. I/We..... have read the various conditions of tender attached hereto and hereby agree to abide by the said conditions. I also agree to keep this tender single packets open tender for acceptance for a period of **90 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General Conditions of the Contract and to carry out the work according to the special conditions as laid down by the DFCCIL Administration for the execution of present contract.
2. A sum of **Rs. 25,230/-** has been forwarded as Earnest Money. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:

I/We do not execute the contract agreement within 7 days of receipt of notice by the DFCCIL Administration that such documents are ready.
OR
I/We do not commence the work within 10 days after receipt of orders to that effect.
3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Tenderer/Bidder

Bidders/Tenderer's Address

Signature of Witness

Tender No. "DFC/ADI/Manpower/2012-13/1"

**Dedicated Freight Corridor Corporation of India Ltd.,
First Floor Old DRM Office, Kalupur, Ahmedabad-380 002**

**Section 1.
Invitation for Bids (IFB)**

Dear Sir,

Chief Project Manager, DFCCIL, Ahmedabad, for and on behalf of DFCCIL invites, bids in Single Packets Open Tender system, from the tendering firms for engagement of manpower.

Scope of work

Manpower service Provider has to provide services of outsourced persons in various categories (As per annexure –I) at DFCCIL **First Floor Old DRM Office, Kalupur, Ahmedabad-380 002**

1 Pre-qualification criteria for Manpower Service Provider/Agencies

- i) The agencies should submit EPF code, ESI registration no., PAN, Service tax registration and registration under all the applicable labour laws and should submit copy of the same if necessary and required as per the extent laws.
- ii) Consortium bidding to fulfill the eligibility criteria of this tender shall not be allowed at any Stage.
- iii) The agency should submit minimum one satisfactory performance reports from Govt./PSUs/Autonomous bodies during the last three years.
- iv) For further details refer para 3.7 and 3.9 of **section 2 Instruction to Bidders**.

v) Format for submitting bid by the agencies.

S.No	Particulars	Details		
1	Name of agency(Manpower service provider)			
2	Address with Telephone and fax no.			
3	Status of applicant (individual / proprietorship firm / partnership firm / private limited / society / autonomous bodies (attach documentary evidence)			
4	Types of the services provided(Experience certificates to be enclosed)			
	Manpower details (permanent and contract)of last three years indicating no. of man month services provided in India year wise	Name of client	No. of Manpower months (year wise)	
			2008-2009	2009-2010
6	Annual turnover of last three financial years(audited financial statement of last three financial years to be enclosed with documentary evidence)	2008-2009	2009-2010	2010-2011
7	EPF Establishment Registration No.(attach documentary evidence)			
8	ESI Establishment registration No.(attach documentary evidence)			
9	PAN No.(attach documentary evidence)			
10	Service Tax Registration no.(attach documentary evidence)			
11	Other registration details under other applicable Labour Laws. (attach documentary evidence)			
12	List of Clients along with their placement turnover in numbers (last three years)			
13	Attach satisfactory performance report from existing clients from Govt./PSU/Autonomous Bodies			
14	Executive Summary about the agency			

2. DETAILS OF BID DOCUMENT

- 2.1 **Bidding documents:** The Bidders may collect the bid document from the address mentioned below from 29.05.2012 to 28.06.2012 between 10.00 to 18.00 hrs on all working days and upto 11.00 hrs on 29.06.2012
- 2.2 **Bids must be accompanied by an earnest Money of Rs. 25,230/-** by a crossed Demand Draft /Fixed Deposit Receipt / Bankers Cheque issued by any Nationalized / Schedule Bank at New Delhi drawn in favour of **Dedicated Freight Corridor Corporation of India Ltd.** and shall have to be valid for 30 days beyond the validity of the offer .**Bids received without earnest money shall be summarily rejected.**
- 2.3 **Submission of bids:**
- 2.3.1 **Date and time for submission of offer:- up to 14.00 hrs on 29-06-2012**
- 2.3.2 **Venue for submission of bids:- DFCCIL; First Floor Old DRM Office, Kalupur, Ahmedabad-380 002**
- 2.3.3 **Time for opening of offer: - 15.00 hrs on 29-06-2012**
- 2.3.4 If the date of opening is declared as holiday then the tender shall be accepted upto 14.00 hrs of the next working day and the same will be opened at 15.30 hrs on the same day i.e, next working day.
- 2.3.5 **Address for Communication:** Interested Bidders may obtain further information from the address given below.

**Chief Project Manager, DFCCIL,
First Floor Old DRM Office, Kalupur, Ahmedabad-380 002**

3. Tender opening

On the date specified in the tender notice, the envelopes of all tenderers will be opened in the presence of bidders/ representative who choose to attend the same to verify its contents as per requirements. The tendered percentage rates shall then be read out.

4. GENERAL

- 4.1 Bid document is non-transferable. Bids received from bidders in whose name Bidding Document has been issued shall only be considered.
- 4.2 No extension in the Bid Due Date shall be considered on account of delay in receipt of Bid Document by post.
- 4.3) The agency will be awarded initially work for **One** years.
- 4.4) DFCCIL reserves the rights to modify, expand, restrict, scrap, re-float the tender without assigning any reasons.

5. Validity of the Bid

The bidders shall keep their offer open for a minimum period of **90 days** from the date of opening of the bid, being extended further if required by mutual agreement from time to time. Any contravention of the above condition shall make the bidder liable for forfeiture of his earnest money deposit. The bidders cannot withdraw their offer within the period of validity / extended validity.

6. TENDERING PROCEDURE

6.1 Procedure for Submission of Bid

This is a Single packet system of open tender. Consultants are requested to submit a proposal in the language as specified in the Data Sheet in single envelope/packet.

Each page of Bid must be signed and sealed by the bidder or its authorized representative in whose name power of attorney is issued. Bids should be submitted in one envelope super scribed as follows:

Tender No.
Name of work
Date & Time of opening of tender
Name & Address of tenderer

6.2 Envelope should contain following documents

- i) Forwarding Letter given in the Bid document.
- ii) Earnest Money Deposit in the approved form as per para 2.2 above.
- iii) Power of Attorney of authorized person who signed the tender
- iv) A certified copy of partnership deed or article of memorandum in case of Pvt. Ltd. Company
- v) This document duly signed on all pages including the Financial Offer.

7. Time Schedule

The Agency will be awarded initially work for One years.

8. **Rate:-** Bidder's have to quote the commission/ service charges in terms of a flat single percentage (%) in the schedule-I of the document. **This percentage shall be applicable on each item of the schedule-I uniformly.**

9. **Bidders are required to give unconditional offers. A conditional offer, having financial implication, is liable to be rejected.**

10. **Earnest Money is liable to be forfeited in case of the following:**

- i) On revocation of tender due to increase in rates by the firm after opening of tenders but before the validity of the tender.
- ii) On refusal to accept the work order after award of contract.
- iii) If the work is not commenced on the stipulated date of start of the work awarded to the Bidder.

Keeping in view of the above, The Manpower Service Provider may send a bid in the prescribed format.

Thanking you,

Yours faithfully

CPM/ADI
For and on behalf of DFCCIL

Note:- Tender document can be obtained from the office of DFCCIL/Ahmedabad on all working days between 10.00 to 18.00 hrs by paying Tender Fee of Rs.2000/-(Two Thousand only) by way of DD/Pay Order favour DFCCIL payable at Ahmedabad. The Tender document can also be downloaded from company's website www.dfcc.in & www.dfccil.org and the same will be accepted along with the tender fee of Rs.2000/-(Two Thousand Only) through a separate Demand Draft drawn on any nationalized/scheduled bank favouring "DFCCIL payable at Ahmedabad". Offers without cost of tender paper will liable to reject.

SECTION 2: INSTRUCTIONS TO BIDDERS

1 INTRODUCTION

Definitions

- (a) "Client" means Dedicated Freight Corridor Corporation of India Limited.
 - (b) "Consultant" means any entity or person that may provide or provides the Services to the Client under the Contract.
 - (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC) and the Appendices.
 - (d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions.
 - (e) "Day" means calendar day.
 - (f) "Government" means the Government of India.
 - (g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides the interested Consultants with all information needed to prepare their Proposals.
 - (h) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;
"Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
 - (j) "Proposal" means the Technical Proposal and the Financial Proposal.
 - (k) "RFP" means the Request For Proposal prepared by the Client for the selection of Consultants,.
 - (l) "Services" means the work to be performed by the Consultant pursuant to the Contract.
 - (m) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.
 - (n) "Terms of Reference" (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- 1.1 The Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the project site before submitting the Proposal.
- 1.2 The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Consultant.
- 1.3 Consultants shall bear all costs associated with the preparation and submission of their proposals including negotiations if required. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 1.4 The Client requires that Consultants provide professional, objective and impartial advice and at all times hold the Client's interest paramount, without any consideration for future

work, and strictly avoid conflicts with other assignments or their own corporate interests.

- 1.5 A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client.
- 1.6 It is the DFCC's policy that the Consultants under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCC:
- (a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (i) "**corrupt practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - (ii) "**fraudulent practice**" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) "**collusive practices**" means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
 - (iv) "**coercive practices**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
 - (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- 1.7 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

2.0 **Security deposit: -**

The security deposit will be equal to 5% of the value of the contract. The earnest money of the successful bidder will be converted into initial security deposit. Balance Security deposit shall be deducted at the rate of 10% from each of the running bill of the Bidder till the realization of full amount of security deposit as per contract

3.0 **Preparation of proposal**

- 3.1 A firm shall submit only one offer against the bid. In case, a firm submits more than one bid, such a firm will be disqualified.
- 3.2 The proposal should include a covering letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm. The letter should specify all association arrangement and certify that each associated firm performs its designated tasks under the assignment if the lead firm is

Tender No. "DFC/ADI/Manpower/2012-13/1"
awarded the contract.

3.3 Consultants are requested to submit a proposal in ENGLISH language in single envelopes/packets.

3.4 In preparing the Proposal, Consultants are expected to examine all terms and conditions included in the document. Failure to provide all requested information will be at own risk of the Consultant and will result in rejection of the proposal submitted by the Consultant.

3.5 While preparing the proposal, Consultants must give particular attention to the following:

(i) **Bid Security (i.e. Earnest Money):** - Bids must be accompanied by a Bid Security of requisite amount as detailed in IFB in the form of crossed Demand Draft / Fixed Deposit Receipt / Banker's Cheque issued by any Nationalized / Scheduled Bank payable at Ahmedabad in favour of Dedicated Freight Corridor Corporation of India Ltd., and shall be valid for a period as specified in IFB. **Bids received without valid earnest money shall be summarily rejected.**

ii) Bidding firm shall have to give an affidavit that in last three years to be reckoned from date of invitation of tender there has not been any work cancelled against them for poor performance. If any stage till the stage of finalization it comes to the knowledge of tender committee nominated by DFCCIL for the purpose than after verification from concerned department offer of bidder will summarily be rejected even if that firm is lowest. In that case next higher bidder will be considered.

3.6 Non submission of any requisite paper will deprive bidder from eligibility. Generally there will be no clarification sought from bidding firms. However DFCCIL reserves the right to seek clarification if felt necessary. Firms are requested to submit all the documents in connection with eligibility in Technical envelope. The final selection of the consultant would be based on the Cost Basis of those firms found eligible after technical and financial scrutiny. The lowest bidder among those found eligible will be awarded the work.

3.7 ELIGIBILITY CRITERIA FOR MANPOWER SERVICE PROVIDER: -

(i) The tenderer should have COMPLETED AT LEAST ONE similar single work for a minimum value of 35% of advertised tender value of work in the last three financial years (i.e. current year and three previous financial years. (date of start of work may not fall in this period.)

(ii) Tenderer should submit requisite certificate for having satisfactorily complet one of suchwork. Failing to produce such paper will summarily call for disqualification for the bidder.

(iii) **Important** : Bidding firm shall have to give an affidavit that in last three years to be reckoned from date of invitation of tender there has not been any work cancelled against them for poor performance. If any stage till the stage of finalization it comes to the knowledge of tender committee nominated by DFCCIL for the purpose than after verification from concerned department offer of bidder will summarily be rejected even if that firm is lowest.

(v) The agencies should submit EPF code, ESI registration no., PAN, Service tax registration and registration under all the applicable labour laws and should submit copy of the same.If necessary and required as per the extent laws.

(vi) Consortium bidding to fulfill the eligibility criteria of this tender shall not be allowed at any Stage.

(vii) The agency should submit minimum One satisfactory performance reports from

3.8 The offer should essentially contain:

- a) An affidavit having declaration that no work on account of Firm's failure has been cancelled by any organization during last three years from the date to be reckoned from date of opening of tender.
- b) Completion papers of any single work of 35% value of advertised value of work duly certified by concerned department.
- c) Forwarding Letter given in the Bid document.
- d) Power of Attorney of authorized person who signed the tender document.
- e) A certified copy of partnership deed or article of memorandum in case of Pvt. Ltd. Company.
- f) This document duly signed on all pages.
- g) Earnest Money Deposit
- h) Information as mentioned in para 1(v) of section 1.

3.9 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms.

3.10 No taxes (except service tax) in any other form shall be reimbursable.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 4.1 The original proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 4.2 An authorized representative of the firm shall initials all pages of the Proposal. The representative's authorization in *original/notarized* is confirmed by a written Power of Attorney accompanying the Proposal.
- 4.3 Consultants shall submit one "Original" proposal only. The envelope must be clearly marked **"DO NOT OPEN, EXCEPT IN THE PRESENCE OF DFCC'S REPRESENTATIVES"**
- 4.4 The Proposal must be submitted in a **hard bound form** (hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the documents) with all pages numbered serially, along with an index of submission. Spiral bound form, loose form, etc. will be not accepted. All figures quoted in the financial proposal should be covered with a transparent adhesive tape. In the event, any of the instructions mentioned herein have not been adhered to, DFCC may reject the proposal.
- 4.5 The completed proposal must be delivered at the Submission address mentioned in the document on or before the time and date stated in the section 1. Any proposal received after the closing time for submission of the proposals shall be returned unopened.

5. PROPOSAL EVALUATION

- 5.1 A single stage procedure shall be adopted in evaluating the proposals.
- 5.2 The Evaluation Committee appointed by DFCC shall carry out its evaluation on the basis of their responsiveness to the Terms of Reference, applying the **evaluation criteria**.
- 5.3 The proposal of the bidders will be assessed based on the information submitted by them. However, DFCC reserves the right to seek clarification from the bidders, if the evaluation committee considers it necessary for proper assessment of the proposal. The clarification will be sought through fax / e-mail and the bidder will be required to submit

clarification in the stipulated time period. The clarification received within stipulated time period will be taken into consideration for evaluation of the technical proposal

- 5.4 The Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, **the proposed prices** shall be read aloud and recorded after opening the proposal. The Client shall prepare minutes of the public opening. Consultant must cover their quoted rates with transparent adhesive tape for evaluation of their proposal.
- 5.5 The successful bidder would be selected on the basis of least commission quoted by the bidder on the gross pay payable to the outsourced person as indicated in Annexure-I,
6. **Engagement of Personnel**
Persons provided should possess requirement of job and have good behaviour and unblemished record and character.
7. **Award of Contract**
 - 7.1 The DFCC will issue a letter of award to the successful Consultant.
 - 7.2 Within 7 days from the date of issue of the letter of award, the successful Consultant will be required to (i) execute the Contract Agreement for Consultancy Services as per General Conditions of Contract for Consultancy Services (**section 3**) and Special Conditions of Contract (**section 4**).
 - 7.3 The successful firm / consultant with whom the contract is signed shall commence the assignment within 7 days from the date of issue of acceptance letter.
8. **Confidentiality**
 - 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process.

Section 3

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT will form an integral part of the Bid and contract, which is enclosed along with the tender documents.

In case of any deviation between conditions of contract and any other special condition & specifications of contract of this tender document, the special condition & specifications of contract of this tender document shall prevail. The tenders must give a certificate along with their offer that they have thoroughly read, understood and accepted the conditions/special conditions & specifications of contract as well as other conditions of tender etc.

1. DEFINITIONS

Unless excluded by or repugnant to the context:

- a) The expression employer /DFCCIL as used in the tender papers shall mean the Dedicated Freight corridor Corporation of India Ltd.
- b) The expression Corporation as used in the tender paper means Dedicated Freight corridor Corporation of India Ltd.
- c) The expression "Department" as used in the tender papers shall mean Dedicated Freight corridor Corporation of India Ltd.
- d) The "Contract" shall mean The agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, price schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- e) The "Contractor/ Bidder" shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- f) The "Contract sum" / "Contract price" shall mean the sum for which the tender is accepted.
- g) The "Contract time" means period specified in the tender document for entire execution of contracted works from the date of notification of award.
- h) A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- i) A "month" shall mean a calendar month.
- j) A "week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.

2. SECURITY DEPOSIT

The security deposit shall be returned to the agency without any interest when the agency ceases to be under any obligations under the work i.e. after completion of defect liability period i.e after 120 days of the satisfactory completion of the work.

3. Terms and Conditions:-

- a) The manpower service provider shall, if and when so requested by DFCCIL, will provide the Placement services at the premises, or any other office of DFCCIL, as may be required by DFCCIL, at the agreed rates. The essential qualification/skills/experience required is enclosed in **Annexure-II**.
- b) It shall be the responsibility of the Manpower service Provider to verify the qualification and experience indicated by the hired staff in their profiles. Candidates will be examined for Performing the defined functions by DFCCIL and DFCCIL reserves the rights to verify and check the credentials and qualification of the hired staff. If during the course of engagement of any hired staff, It comes to notice that he/she has misrepresented the fact about his/her qualification/ experience, the Manpower Service Provider will have to terminate the service of such staff immediately and shall provide suitable replacement within 15 days' time.
- c) If the performance of the hired staff is unsatisfactory, DFCCIL shall give a notice of 15 days to the Manpower Service Provider to take necessary action to improve the performance of hired Staff and the performance does not improve even after 15 days of such communication, the Manpower Service Provider shall provide a replacement acceptable to DFCCIL within 15 days time.
- d) The Manpower Service Provider shall be liable for and pay salaries and also undertake to comply with all statutory liabilities like PF, Compensation etc. including payment/ contribution towards all statutory dues connected and/or related to the employment of the deputed sent to DFCCIL and shall keep the DFCCIL indemnified at all times against all claims, liabilities, losses and consequences in relation thereto and comply with all statutory requirement and subject to deduction of any tax or other amounts as required by law or as provided herein.
- e) The Manpower Service Provider shall make actual disbursement of salary to the outsourced person in various categories as agreed with DFCCIL (Annexure –I) and in no circumstances the actual disbursement shall be less than the agreed amount without prior written approval of DFCCIL.
- f) The engagement of Manpower Service Provider shall be subject to providing the agreed services to the satisfaction of DFCCIL. In case the services of the Manpower Service Provider are not found satisfactory, the same can be terminated by DFCCIL on giving of a notice of one month.
- g) The Manpower Service Provider shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Manpower Service Provider, such action should be taken only with approval of DFCCIL.

4. Payment Terms

- a) The lump sum amount payable to DFCCIL to the Manpower Service Provider shall include the remuneration payable to the outsourced person (Annexure-I), besides the commission payable to the Manpower Service Provider and applicable service Tax.
- b) The Manpower Service Provider shall provide documentary evidence to the satisfaction of DFCCIL for submission of statutory payments towards PF,ESI etc. in account of outsourced employees with the appropriate authorities.
- c) The consideration aforesaid will be paid by DFCCIL to the Manpower Service Provider, against monthly invoices raised at the end of each month, by the Manpower Service Provider in duplicate within 15 days.

5. Obligation of the Manpower Service Provider

- a) The Manpower Service Provider will, for the purpose, aforesaid continuously monitor the services being rendered by it to ensure that these are up to the standards required by DFCCIL.
- b) The Manpower Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by the client and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.
- c) The Manpower Service Provider shall adhere to and comply with all the laws that may be applicable to them and will extend all the benefits/privileges as applicable to person engaged /employed by them including that of PF, ESI, Workmen's compensation Act, Bonus, Gratuity, minimum wages Act and leave, etc. In case of any breach of any law, rules, notifications applicable to the employees of the Manpower Service Provider, The Manpower Service Provider alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent for discharging the obligations under this contract. The Manpower Service Provider shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to DFCCIL regarding such compliance if necessary and required as per extent laws.
- d) The Manpower service Provider shall decide the modus operandi as to engage men by them rendering proper and efficient services and to confirm to the prescribed standards. The Manpower Service Provider shall submit a copy of the appointment letters issued by it to the outsourced person(s) placed at the office of DFCCIL for discharging defined activities/functions.
- e) No relationship of employer and employee shall be entertained between the DFCCIL and the persons engaged by the Manpower Service Provider. The Manpower Service Provider shall ensure that all the persons employed by them should be efficient, skilled, honest and conversant with the nature of the work as required.
- f) The Manpower Service Provider shall submit the Experience certificate of the outsourced persons for the last two years and also verify and certify satisfactory character and antecedent records of them.

- g) The Manpower Service Provider alone shall have right to take disciplinary action against any person(s) engaged/ employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. The DFCCIL shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/ employed by the Manpower Service Provider for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Manpower Service Provider and Manpower Service Provider shall keep DFCCIL totally and completely indemnified against any such claim(s).
- h) The Manpower Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules as amended up to date and shall comply with all terms and condition thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this contract.
- i) The Manpower Service Provider shall maintain all registers required under various Acts, which may be inspected by DFCCIL as well as the appropriate authorities at any time.
- j) The attendance roll for the personal deployed by the Manpower Service Provider at the premises of DFCCIL shall be provided by the Manpower Service Provider and it shall be monitored by the Manpower Service Provider. The attendance roll shall be signed by the proprietor of the Manpower Service Provider or his authorized representative daily who shall get it verified by the designated officer of DFCCIL.
- k) Upon a written/oral request being made by DFCCIL in that regard the Manpower Service Provider will, within 24 hours of receipt of such request , discontinue the Manpower Service Provider services found to be unsatisfactory or otherwise objected to by DFCCIL for any reason. On receipt of this request, DFCCIL will not be obliged to pay the amount in respect of the discontinued services.
- l) Notwithstanding anything herein contained, the Manpower Service Provider will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or laps on the part of the Manpower Service Provider or of any persons deployed by its pursuant to the contact.
- m) The Manpower Service Provider is aware that the services similar to those covered by this contract are being or may hereafter be rendered in the premises by other entities also and will not, at any time, object to or interfere in any manner with the rendering of such Services by any such other entities.
- n) The Manpower Service Provider must also be able to arrange for the replacement of the existing outsourced person, as per the instruction of DFCCIL.
- o) The engagement of outsourced staff shall be purely on temporary and on contract basis. The Manpower service Provider shall at all times make it absolutely clear to the staff hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. Any staff hired for DFCCIL can be removed any time by giving notice to the Manpower Service Provider and the staff in circumstances provided herein above. The Manpower Service Provider will have to provide suitable replacement acceptable to DFCCIL within 15 day's time.

- p) The services of the outsourced person engaged are liable to be transferred anywhere from one department to another without any extra remuneration depending on exigencies of the work.
- q) The outsourced person shall all the time maintain absolute integrity and devotion to duty and conduct himself/ herself in a manner conducive to the best interests, credits and prestige of DFCCIL.
- r) The Manpower Service Provider shall ensure that complete confidentiality is maintained by it and all its outsourced persons with regard to all information relating to DFCCIL, its premises, clients business, assets, affairs and employees and that neither the Manpower Service Provider nor its persons will any time divulge or make known to any third parties, any trust, accounts, matters of transactions whatsoever pertaining to DFCCIL and its associate entities which may in any way come to their knowledge or attention.
- s) The Manpower Service Provider shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DFCCIL on account of and/ or arising out of the failure of the Manpower Service Provider to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.
- t) It is mandatory that Manpower Service Provider provides adequate insurance cover to the outsourced persons for death, disabilities, sickness etc. DFCCIL shall not be liable to pay or bear any premium/ compensation at any stage in respect of Insurance made by Manpower Service Provider to cover the risk (death, disability, sickness).
- u) Leave rules is attached as **Annexure-III**. If a personnel remains absent beyond the period of one day in a month/National holidays/declared holidays, pay will be deducted on pro rata basis, if a substitute is not provided for the period of absence. The facilities including leave etc. are required under various legal provisions shall be so adjusted by outsourcing agency that CTC does not increases.

6. Obligation of DFCCIL

DFCCIL will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Manpower Service Provider and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract.

7. Force Majeure

The Obligations of DFCCIL and the Manpower Service Provider shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure. In the event of such inability continuing for more than a week, the other party shall have the right to terminate this contract without further obligation.

8. Indemnity

The Manpower Service Provider shall indemnify and hold harmless to DFCCIL and its

directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by the Manpower Service Provider or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or outside the premises including but not limited to any and all claims by the hired staff.

9. Security for ensuring timely payment of remuneration/fee payable to outsourced persons.

The Manpower Service Provider will ensure that before raising the bill on DFCCIL for the services rendered by outsourced persons is paid on or before the 3rd day of the following month and a proof of payment shall be annexed to the monthly bill.

10. Other terms and termination

- a) Contract shall be deemed to have commenced as on from date of issuance of letter of intent and shall be in force for an initial period of one year extendable for one year at a time with written mutual consent on existing terms and conditions or new terms and condition to be decided at the time of such extension.
- b) Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this contract by giving to the other 30 days written notice.
- c) Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.

11. Scope of Services

In performing the terms and conditions of the contract, the Manpower Service Provider shall at all Times act as an Independent Manpower Service Provider. The contract does not in any way create a relationship of principal and agent between DFCCIL and the Manpower Service Provider. The Manpower Service Provider shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The Manpower Service Provider shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of DFCCIL.

12. INCOME TAX

Income Tax as per rates applicable/amended under the Income Tax Act of work shall be deducted at source unless the contractor is exempted by Income Tax Authorities.

13. SERVICE TAX

Service Tax as applicable on gross value of each running account bill shall be reimbursed by DFCCIL as per prevailing law.

14. PERMITS, FEES, TAXES & ROYALTIES

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax and other taxes Govt except service tax. The service tax will be paid extra if payable under law on submission of the documentary

evidence. The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

15 STATUTORY INCREASE IN DUTIES, TAXES ETC

All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The tender shall be inclusive of all taxes levies, octroi etc. Further DFCCIL shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc. At the time of quoting/bidding contractor should bear the above fact in mind.

16 SETTLEMENT OF DISPUTES

All disputes or differences of any kind whatsoever that may arise in connection with or arising out of the contract or subject matter thereof, whether during the currency of contract or after their completion, whether before or after determination of contract shall be settled as under:

16.1 Mutual Settlement

All such disputes or differences shall in the first place be referred by the Manpower Service Provider to the Employer in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

16.2 Conciliation/Arbitration

16.2.1 It is a term of this contract that Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties such disputes through mutual settlement.

16.2.2 If the Manpower Service Provider is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Manpower Service Provider may refer to the Managing Director of the Employer in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.

16.2.3 Managing Director of the Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, Managing Director of the Employer decides to appoint a Sole Conciliator / Sole Arbitrator, then a panel of at least three names will be sent to the Manpower Service Provider. Such persons may be working / retired employees of the DFCCIL who had not been connected with the work. The Manpower Service Provider shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Sole Arbitrator. Managing Director of the Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Manpower Service Provider.

16.2.4 In case, the Manpower Service Provider opts for settlement of disputes through

Tender No. "DFC/ADI/Manpower/2012-13/1"

Conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fails, the Manpower Service Provider may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.

- 16.2.5 The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.
- 16.2.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 16.2.7 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
- 16.2.8 The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the Employer and shall be shared equally between the Employer and the Manpower Service Provider.

16.3 **Settlement through Court**

It is a term of this contract that the Manpower Service Provider shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences.

16.4 **Exception**

For settlement of disputes with central PSUs, the procedure as per existing orders of Permanent Machinery for Arbitration (PMA), Bureau of Public Enterprises, Govt. of India shall be followed.

16.5 **Jurisdiction of Courts**

Jurisdiction of courts for dispute resolution shall be Ahmedabad only.

**SECTION 4
SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS**

Name of work: Tender for engagement of Manpower Services Provider for Outsourcing of Certain support services

1. INTRODUCTION:-

Dedicated Freight Corporation of India (DFCCIL) is a Public Sector Undertaking under the administrative control of Government of India (Ministry of Railways) for construction, maintenance and operation of the Dedicated Rail Freight Corridors. At present the company is undertaking construction of Eastern & Western corridors and has its corporate office at New Delhi and Field Units at various cities.

2. Detailed Scope of Work

The scope of work under this tender includes –

Manpower service Provider has to provide services of outsourced persons in various categories (As per annexure –I) at **First Floor Old DRM Office, Kalupur, Ahmedabad-380 002**. The Details of scope of work is as follows-

(A) Steno Cum PA

- 2.1 All sorts of dictation/typing work usually carried out by using the Computer with knowledge of MS Office/Excel or any other suitable software in English/ Hindi, maintenance of files of documents and other relevant works as and when required by the different sections of DFCCIL.
- 2.2 Movement and maintenance of files, papers, drawings, within the office, outside DFCCIL Office including Railway and other offices at Ahmedabad and other places.
- 2.3 Purchase of petty items from the market and keeping accountal of the same.
- 2.4 Operation of various office equipments like photocopier, fax, telephone, printer, EPABX etc.
- 2.5 Dispatch and receipt of files, letters etc. to and from various Railway offices including various state/central govt. offices/PSU.
- 2.6 Any other work assigned by DFCCIL in connection with smooth functioning of the office.

(B) Office Assistant/Computer Operator

- 2.7 All sorts of dictation/typing work usually carried out by using the Computer with knowledge of MS Office/Excel or any other suitable software in English/ Gujarati, maintenance of files of documents and other relevant works as and when required by the different sections of DFCCIL.
- 2.8 Movement and maintenance of files, papers, drawings, within the office, outside DFCCIL Office including Railway and other offices at Ahmedabad and other places.
- 2.9 Purchase of petty items from the market and keeping accountal of the same.
- 2.10 Operation of various office equipments like photocopier, fax, telephone, printer, EPABX etc.
- 2.11 Dispatch and receipt of files, letters etc. to and from various Railway offices including

Tender No. "DFC/ADI/Manpower/2012-13/1"
various state/central govt. offices/PSU.

2.12 Any other work assigned by DFCCIL in connection with smooth functioning of the office.

(C) Auto CAD Operator

2.13 Preparation of all sorts of drawings/sketches in AUTO CAD.

2.14 Movement and maintenance of drawings handed over to him.

2.15 Dispatch and receipt of drawings to and from various Railway offices including various State/Central Govt. Offices.

2.16 Record keeping of all the drawings and related documents.

2.17 Any other work assigned by DFCCIL in connection with smooth functioning of the office.

(D) Office Attendant and Safaiwala

2.20 Cleaning of rooms, dusting of furniture and equipments in the entire office building.

2.21 Mopping of the floor of all rooms, corridors passages balconies etc with moist

2.22 mopping cloth of two every day.

2.22 Cleaning of all toilets, wash basins, corridors area including front open area outside of main gate and disposal of rubbish collected everyday by cleaning the area as specified above. Required consumable such as phenyl, brooms, mops, dusters etc shall be provided by DFCCIL as per requirement.

2.23 Preparation and serving of tea, coffee, snacks etc in office, (raw material shall be provided by DFCCIL), cleaning of utensils used in the pantry etc.

2.24 Arranging and serving the business lunch/dinner/high tea etc. in the office premises during official meetings. Cost of the lunch/dinner/tea/snacks shall be borne by DFCCIL.

2.25 Horticulture activities such as maintenance of Gamla.

2.26 Outstation movement for carrying important letters, files, drawings etc with or without accompanying DFCCIL officials.

2.27 Delivering the dak/letters/papers and documents to various Government/non-governmental offices in Ahmedabad. For local movement, contractor shall provide at least one bi-cycle at his cost.

2.28 Any other work assigned by DFCCIL in connection with smooth functioning of the office.

3. QUANTITY VARIATION

Rates quoted in the schedule of items shall be valid for a variation of the quantity up to maximum of (+-) 25% for each item. In case of variation in quantities beyond + 25%, the rates for the additional quantities beyond +25% variations shall be negotiated/decided on mutually acceptable terms, provided the rate so arrived does not exceed the originally accepted rate as per agreement.

4.0 RATES

22/27

Sign. of tenderer

For CPM/Ahmedabad

- 4.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
- 4.2 All statutory taxes (**Except Service Tax**) and liabilities levied/leviable by the Central & State Government or any other governing authority/agency from time to time shall be borne by the contractor and the rate shall be inclusive of all such liabilities.
- 4.3 **Services Tax**, as admissible shall be paid extra on submission of proof of deposit.
- 4.4 The quoted rates are inclusive of statutory contribution towards the EPF (Employer and Employee's contribution) and ESI. The same shall be deposited by the contractor in favour of persons deployed.
- 4.5 (A) Office Assistant/Computer operator/Office attendant for local movement within Ahmedabad actual Auto Charges will be paid. However for outstation movement, actual fare of the Bus/Train (Sleeper Class) shall be reimbursed and additional Auto Riksha charged at Rs. 4.00 per Kilometre shall be paid. For outstation stay beyond 8 hours (Start to the end of journey) a daily allowance Rs. 150/- subject to Any change in above by DFC/HQ.

5. PAYMENT SCHEDULE

- 5.1 Payments will be made monthly by the APM/Fin nominated by the DFCCIL, as per the accepted rates terms and condition.
- 5.2 **On Account Payment**
 - 5.2.1 The Manpower Services Provider shall be entitled to be paid from time to time normally once in a calendar month, by way of "On account" bills.
 - 5.2.2 The Manpower Services Provider shall submit the on-account bills, by the date stipulated by the DFCCIL, supported with pay sheets.
 - 5.2.3 After preliminary scrutiny and certification and certification by DFCCIL payment of the certified amount shall be made as early as possible by the APM/Fin. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Manpower Services Provider.

6. Payment to the Staff Deployed:

- 6.1 All staff deployed should have the saving bank account and the Manpower Service Provider has to ensure that the remuneration of staff should directly be credited to their respective bank account after completion of each month.

Annexure-I
FINANCIAL-PROPOSAL
Schedule of Quantities(Schedule-I)

Pay Structure to be offered to the staff to be outsourced through Manpower Service Provider

Salary Component	Office Assistance Cum Computer Operator	AutoCad Operator	Office Attendant (including Safaiwala)
Cost to Company	11,640/-	12,670/-	9585/-
Agency's Commission/ Service Charges on CTC	<rates in terms of percentage is to be quoted in this column only>		
Unit	Per Man month	Per Man month	Per Man month
Quantity	3	1	6
Amount	34,920/-	12,670/-	57,510/-
	TOTAL for 24 Months: Rs. 12,61,200/-		
Service Tax	10.3%	10.3%	10.3%

1. Bidder's have to quote the commission/ service charges in terms of percentage (%) in the respective column. The offer should be quoted both in figure and words.
2. All figures quoted in the respective column should be covered with a transparent adhesive tape.
3. Service tax is reimbursable to the agency after submission of documentary proof regarding depositing the amount to concerned department.
4. Cost to Company is inclusive of Minimum Wages (including DA), Employee's and Employer's Contribution towards EPF & ESI and Misc. Allowances.

NOTE: The Manpower Service Provider on award of work shall submit the breakup of monthly CTC in various components indicating statutory provisions. The Manpower Service Provider shall submit proof of payments to employee and statutory authorities on a quarterly/ yearly basis. In case of default in payment of statutory provisions by the Manpower Service Provider, DFCCIL shall deposit the amount of statutory provisions and shall be entitled to deduct the same from any amount outstanding or payable to Manpower Service Provider or the Manpower Service Provider shall reimburse the same to DFCCIL. Any savings in CTC made by the Manpower Service Provider, for any reason whatsoever shall accrue to DFCCIL.

(Seal & Signature of Bidder)

Eligibility Condition for Various categories of outsourced staff

1. Steno cum PA:

- 1) Graduation OR three years Diploma in Office Management
- 2) Knowledge of Typing (with minimum Typing Speed of 40 wpm in Hindi and English both)
- 3) Thorough knowledge of MS (Word, Excel and Power Point)
- 4) English and Hindi Transcription on Computer (min. 50 words per minute)
- 5) Minimum two years experience in respective field.

2. Office Assistance cum Computer Operator:

- 1) Graduation OR three years Diploma in Office Management
- 2) Knowledge of Typing (with minimum Typing Speed of 40 wpm in Hindi and Gujarati both)
- 3) Thorough knowledge of MS Office (Word, Excel and Power Point)
- 4) English and Gujarati Transcription on Computer (min. 50 words per minute)
- 5) Minimum two years experience in respective field.

3. Auto CAD Operator :

- 1) Graduation
- 2) Certificate in Auto CAD Operation
- 3) Minimum two years experience in respective field.

ANNEXURE – III

LEAVE RULES

1. Casual Leave:

One day's casual paid leave for every month during the calendar year. Un-availed casual leave will be lapse on 31st December of every year and cannot be encashed. (The sanctioning of the leave will be decided by DFCCIL)

2. Privilege Leave:

On completion of every 04 months of continuous employment in DFCCIL, five (05) days paid privilege leave will be admissible which shall laps on 31st December of every year and cannot be encashed. (The sanctioning of the leave will be decided by DFCCIL)

**ANNEXURE – IV
BIDDER'S GENERAL INFORMATION**

- 1-1 Bidder's Name: _____
- 1-2 Number of Years in Operation: _____
- 1-3 Registered Address: _____

- 1-4 Operation Address if different from above: _____

- 1-5 Telephone Number _____
(Country Code) (Area Code) (Telephone Number)
- 1-6 E-mail address & Web Site _____
- 1-7 Telefax Number _____
(Country Code) (Area Code) (Telephone Number)
- 1-8 ISO Certification, if any {If yes, please furnish details}
- 1-9 PF / EPF Registration No.:
- 1-10 Service Tax Registration No.:
- 1-11 Pan No.:
- 1-12 Bank A/C No with RTGS code for electronic clearance of the payment:

(Seal & Signature of Bidder)