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Dedicated Freight Corridor Corporation of India Ltd.

Name of Work: - Invitation of Open Tenders for- “Engagement of Manpower Service Provider for Outsourcing of support services at Office and Camp Office and Security services in the jurisdiction of CPM/DFCCIL/KKK.”

Tender No. KKK/EN/Outsourcing/2012-13/02

Open Tender

BID DOCUMENT

Dedicated Freight Corridor Corporation of India Limited

(A PSU under Ministry of Railways)

18/N, Block A, New Alipore, Kolkata - 700053

(Telefax: 033-23973937)

Tender No. KKK/EN/Outsourcing/2012-13/02

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**Dedicated Freight Corridor Corporation of India Limited
(A PSU under Ministry of Railways)**

Dedicated Freight Corridor Corporation of India Ltd.
18/N, Block A, New Alipore, Kolkata - 700053

To,

Chief Project Manager
Dedicated Freight Corridor Corporation of India Ltd.
(A PSU under Ministry of Railways)
18/N, Block A, New Alipore,
Kolkata - 700053

Ref: **Tender No. KKK/EN/Outsourcing/2012-13/02**

1. I/We $\bar{O} \bar{O}$. 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 open 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.46, 068/- (Rupees Forty Six thousand Sixty Eight Only)** 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) 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

- ii) 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.

Section 1
Invitation for Bids (IFB)

Dear Sir,

Chief Project Manager, DFCCIL, Kolkata for and on behalf of DFCCIL invites Open Tender for undertaking the work of:- **Name of Work: - Invitation of Open Tenders for- “ Engagement of Manpower Service Provider for Outsourcing of support services at Office and Camp Office and Security services in the jurisdiction of CPM/DFCCIL/KKK.”**

1. Pre-qualification criteria for Manpower Service Provider/Agencies

- i) The agencies desiring to submit response to this tender must have COMPLETED ATLEAST 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 . to PSUs, Government organization, Autonomous bodies(Date of start of work may not fall in this period).
- ii) Firm should submit requisite paper from agency which had deployed firm and certificate of satisfactory completion of work. Failing to produce such paper will summarily call for disqualification for the bidder.
- iii) The agency should have a minimum turnover of 150% of advertised value of work in the preceding three (3) years in the particular field as manpower placement agency/ service provider. Audited financial statement for last three years should be submitted along with the bid document.
- iv) The agencies should have EPF code, ESI registration no., PAN, Service tax registration and registration under all the applicable labour laws and should submit copy of the same.
- v) Consortium bidding to fulfill the eligibility criteria of this tender shall not be allowed at any stage.

- vi) The agency should submit minimum two satisfactory performance reports from Govt./PSUs/Autonomous bodies etc. during the last three years.
- vii) Agency / service providers must give the details and address of their offices in Kolkata & other states of India.
- viii) The agency will be awarded work for one year.
- ix) The response to this tender should be accompanied with an EMD(refundable) in the shape of DD/Bankers Cheque/FDR for an amount of Rs.46,068/- (Rupees Forty Six Thousand Sixty Eight) on any Nationalised / Scheduled Bank and should be in favour of Dedicated Freight Corridor Corporation of India Ltd. Payable at New Delhi. Tenders unaccompanied by EMD shall be summarily rejected.
- x) DFCCIL reserves the right to modify, expand, restrict, scrap and re-float the tender without assigning any reasons.
- xi) Format for submitting bid by the agencies :

Sl. 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)			
5.	Manpower details (permanent 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)	
			2009 - 2010	2010 - 2011

6.	Annual turnover of last three financial years(audited financial statement of last three financial years to be enclosed with documentary evidence)	2009 - 2010	2010 - 2011		2011 - 2012
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:** Cost of the bid document is Rs. 3,000/- (Rupees Three thousand only)(Non Refundable). Interested bidders may collect the bidding documents from the address given in para 3.2 below during office working hours between **09-06-2012 to 24-06-2012 and upto 12.00 hrs on 25-06-2012** by paying the cost of the bid document i.e. Rs 3,000/-.
- 2.2** Bid document can be also be downloaded from the website **www.dfccil.org** or **www.dfcc.in**. Bidders submitting their offers on the bid document downloaded from the internet should enclose a demand draft / bankers cheque issued by State Bank of India or any other nationalized bank or any scheduled bank, in favour of Dedicated Freight Corridor Corporation of India Ltd, payable at New Delhi amounting to Rs. 3,000/-(Non Refundable) towards the cost of the bid document along with the offer, failing which their tender shall be liable to be rejected. **Tenderer should submit separate demand draft/bankers cheque of Rs. 3,000/- for the cost of bid document.**

2.3 Bids must be accompanied by a **Earnest money deposit of Rs.46, 068/- (Rs. Forty Six thousand Sixty Eight Only)** by a crossed Demand Draft/fixed deposit receipt/ Bankers cheque issued by State Bank of India or any other nationalized bank or any scheduled bank of India, in favour of Dedicated Freight Corridor Corporation of India Ltd, Payable at New Delhi. Bids received without earnest money shall be summarily rejected.

2.4 Eligible Bidders: A Bidder may be a person, private entity or public sector Undertaking. In case of single entity the bidder must submit Power of Attorney authorizing the signatory of the Bid to commit the bidder.

3.0 Submission of bids:

3.1 Date and time: - upto 1400 hrs. on 26-06-2012

3.2 Venue: - O/o Chief project Manager, Dedicated Freight Corridor Corporation of India Limited (A PSU under Ministry of Railways), 18/N, Block A, New Alipore, Kolkata - 700053
(Ph. & Fax No. 033-23973938)

3.3 Time for opening of offer: - 1500 hrs. on 26-06-2012. 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 15.00 hrs on the same day i.e. next working day.

3.4 Address for Communication: Interested Bidders may obtain further information from the address given below.

Chief Project Manager,

Dedicated Freight Corridor Corporation of India Limited,

(A PSU under Ministry of Railways),

18/N, Block A, New Alipore, Kolkata . 700053

(Ph. & Fax No. 033-23973938)

4.0 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 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.

5.0 TENDERING PROCEDURE

5.1 Procedure for Submission of Bid

This is a single stage one packet system of tendering. Bidders are requested to submit a proposal in the language as specified in the Section 2 of ITB 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. The price bid should be filled in the financial proposal in Annexure-I of the bid document.

On the outer envelope should contain brief description of the tender should be clearly written such as:

Tender No.

Name of work

Date & Time of opening of tender

Name & Address of tenderer

5.2 Envelope / Packet should contain following documents

- i) Forwarding Letter given in the Bid document.
- ii) DD or Bankers Cheque towards the cost of Blank tender document in case of bid document downloaded from internet.
- iii) Bid Security Deposit in the approved form as per para 2.3 above.
- iv) Power of Attorney of authorized person who signed the bid.
- v) A certified copy of partnership deed or article of memorandum in case of Pvt. Ltd. Company.
- vi) This document duly signed on all
- vii) Notarized Documents in support of information submitted.
- viii) Commission quoted by the bidder on the gross pay payable to the outsourced persons in **Annexure- I**.
- ix) Requisite papers as mentioned in Section 1 of IFB in Para-1 (i), 1(iii) & 1(vi).
- x) Information as mentioned in para 1(xi) of Section1.

6.0 Time Schedule

The total time for completion of work shall be of 12 (twelve) months from date of issue of Letter of acceptance.

7.0 Rate: - The contractor / bidder must quote the Agency's Commission/Service charges in terms of a flat single percentage on gross Pay payable to the outsourced persons as indicated in **Annexure -I**.

8.0 Tenderers are requested to give unconditional offers. A conditional offer, having financial implication, is liable to be rejected.

9.0 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.
- vii) If the work is not commenced on the stipulated date of start of the work awarded to the contractor.

**Chief Project Manager
For and on behalf of DFCCIL**

Section 2

Instructions to Tenders / Bidders (ITB)

1. **Cost of Bidding:-** The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
2. **Language of Bid:-** The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English.
3. **Currencies of Bid and Payment:-** The bidder shall quote the unit rates and the prices entirely in the Indian Rupees.
4. **Period of Validity of Bids:-** Bids shall be valid for a minimum period of 90 days from the date of opening of the tender. A bid valid for a shorter period shall be rejected by the employer as non-responsive.
5. **Format and Signing of Bid:-** Bid document shall be signed by a person duly authorized to sign on behalf of the Bidder. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
6. **Deadline for Submission of Bids:-** Bids must be received by the Employer at the address and no later than the date and time indicated in the Bid document.
7. **Late Bids:-** The Employer shall not consider any bid received after the deadline for submission of bids. Any bid received by the Employer after the deadline for submission of bids shall be declared late and rejected.
8. **Signing of Contract:-** The successful bidder, whose tender has been accepted by the competent authority of DFCCIL, will be informed by the employer through a letter of acceptance. In response the successful bidder should sign the contract agreement (**Annexure II**) within Seven days from the date of issue of acceptance letter.
9. **Corrupt Practices:-** The Employer requires that bidders, suppliers, and contractors observe the highest standard of ethics during the execution of such contracts.
10. **Security Deposit:-** The SD will be equal to 5% of contract value. The earnest money of the successful bidder will be converted into initial SD. Balance SD, shall be deducted at the rate of **10%** from each of the running bill of the contractor till the realization of full amount of SD as per contract value.
11. **Price variation clause is not applicable for this contract**

Section 3

Bid Data Sheet

This section consists of provisions that are specific to the bid and supplement the information or requirements included in Section I & 2 . IFB & ITB.

1. **Bid Number:** Tender No. KKK/EN/Outsourcing/2012-13/02
2. The Employer: Dedicated Freight Corridor Corporation of India Ltd, NEW DELHI
3. **Name of work :**
Open Tenders for - %Engagement of Manpower Service Provider for Outsourcing of support services at Office and Camp Office and Security services in the jurisdiction of CPM/DFCCIL/KKK.+
4. The Bidder should submit along with the bid, a bid security of Rs.46,068/- (Rs. Forty Six thousand Sixty Eight Only)
5. **TYPE of TENDER:** Open tender, One packet system.
Cost of the bid document is Rs. 3,000/- (Rupees Three thousand only)
6. The bid validity period shall be 90 (Ninety days).
7. **For the purposes of bid submission only, the Employer's address is:**
Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd.,
18/N, Block A, New Alipore, Kolkata - 700053.

Time & Date of submission of Bid: Upto 14.00 Hrs on 26-06-2012.

8. **The bid opening shall take place at:**

Chief Project Manager Office, Dedicated Freight Corridor Corporation of India Ltd.,

18/N, Block A, New Alipore, Kolkata - 700053

Time & Date of Opening of Bid: 15.00 Hrs. on 26-06--2012.

9. **Security Deposit :** Detailed in Para 10 of Section 2 of ITB

Section 4

TERMS AND CONDITIONS OF CONTRACT

1. Scope of work: Manpower Service Provider has to provide services of outsourced persons in various categories (as per Annexure-III).

2.0 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 . III) at its Office at 18/N(Ground Floor), Block . A, New Alipore, Kolkata-700053 or any other offices of DFCCIL as may be required by DFCCIL.

The Details of scope of work is as follows :-

(A) Steno Cum PA

- a) 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 when required by the section of DFCCIL.
- b) Movement and maintenance of files, papers, drawing, within the office, outside DFCCIL office including Railway and other offices at Kolkata and other places.
- c) Purchase of petty items from the market and keeping accountal of the same.
- d) Operation of various office equipments like photocopier, fax, telephone, printer, EPABX etc.
- e) Dispatch and receipt of files, letter etc. to and from various Railway offices including various state/central govt. Offices/PSU.
- f) Any other work assigned by DFCCIL in connection with smooth functioning of the office.

(B) Office Assistant/Computer Operator

- a) 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 when required by the section of DFCCIL.
- b) Movement and maintenance of files, papers, drawing, within the office, outside DFCCIL office including Railway and other offices at Kanpur and other places.
- c) Purchase of petty items from the market and keeping accountal of the same.
- d) Operation of various office equipments like photocopier, fax, telephone, printer, EPABX etc.
- e) Dispatch and receipt of files, letter etc.to and from various Railway offices including various state/central govt. Offices/PSU.
- f) Any other work assigned by DFCCIL in connection with smooth functioning of the office.

(C) AUTO CAD Operator

- a) Preparation of all sorts of drawings/sketches in AUTO CAD.

- b) Movement and maintenance of drawing handed over to him.
- c) Dispatch and receipt of Drawing to and from various Railways offices including various state/Central Govt. Officers.
- d) Record keeping of all the drawing and related documents.
- e) Any other work assigned by DFCCIL in connection with smooth functioning of the office.

(D) Office Attendant/Peon/Fieldsman

- a) Cleaning of rooms, dusting of furniture and equipment in the entire office building.
- b) Mopping of the floor of all rooms, corridors passages balconies etc. with moist cloth of two every day.
- c) 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.
- d) Preparation and serving of tea, coffee, snacks etc. in office, (raw material shall be provided by DFCCIL), cleaning of utensils used in the party etc.
- e) 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.
- f) Horticulture activities such as maintenance of Gamla.
- g) Outstation movement for carrying important letters, files, drawings etc with or without accompanying DFCCIL officials.
- h) Delivering the dak/letter/papers and documents to various Government/non-governmental offices in Kanpur. For local movement, contractor shall provide at least one bi-cycle at his cost.
- i) Any other work assigned by DFCCIL in connection with smooth functioning of the office.

(E) Security

- a) To provide round the clock safety, security, watch & ward services for the office cum Rest House of Dedicated Freight Corridor corporation of India Limited at Kolkata.
- b) To maintain the record of the visitor the DFCCIL office.

(F) Caretaker

- a) Cleaning of rooms, dusting of furniture and equipment in the entire Rest House building.
- b) Mopping of the floor of all rooms, corridors passages balconies etc with moist cloth of two every day.
- c) 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.
- d) Cleaning and Ironing of Bed sheets, Pillow cover, Towel, Curtains, Sofa etc Required consumable such as Electric Iron, Soap etc shall be provided by DFCCIL as per requirement.
- e) Preparation and serving of tea, coffee, snacks, Breakfast, Lunch , Dinner etc in the Out House, (raw material shall be provided by DFCCIL), cleaning of utensils used in the party etc.
- f) Horticulture activities such as maintenance of Gamla.
- g) Any other work assigned by DFCCIL in connection with smooth functioning of the office.

3.0 Selection of Successful Bidder (Manpower Service Provider Agency)

- a) The successful bidder would be selected on the basis of least commission quoted by the bidder on the gross pay payable to the outsourced persons as indicated in **Annexure-I**
- b) In case the least commission quoted by the bidders are same then the bidder having higher credential i.e maximum services provided in terms of Man month in the last three years would be selected.

4.0. 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 and the tentative number of outsourced persons required is enclosed in **Annexure-II & Annexure-III**.
- 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 right 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 services of such staff immediately and shall provide suitable replacement within 15 days of 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 the hired staff and if 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 of 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 requirements 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 persons 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 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.

4.0 Payment Terms

- a) The lump sum amount payable by 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 the 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.

5.0 Obligations 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 upto 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 persons engaged/employed by them including that of Provident Fund, 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 committed by any employee, agent, representative, attorney, and person(s) engaged/employed by them 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.
- 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 the 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 persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.

- f) The Manpower Service Provider shall submit the Experience Certificate of the outsource 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 the 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 upto date and shall comply with all terms and conditions 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 the DFCCIL as well as the appropriate authorities at any time.
- j) The attendance rolls for the personnel deployed by the Manpower Service Provider at the premises of DFCCIL shall be provided by the Manpower Service Provider. These attendance rolls shall be signed by the proprietor of the Manpower Service Provider or his authorised 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 and shall promptly take action with a view to continue rendering satisfactory services. 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 lapse on the part of the Manpower Service Provider or of any persons deployed by it pursuant to the Contract.
- m) The Manpower Service Provider is aware that Services similar to those covered by this Contract are being or may hereafter be rendered in the premises by the 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 instructions of DFCCIL
- o) The engagement of outsourced person 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 to DFCCIL. Any staff hired for DFCCIL can be removed any time by giving notice to the Manpower Service Provider and the staff in the circumstances provided herein above. The Manpower Service Provider will have to provide suitable replacement acceptable to DFCCIL within 15 days of time.

- p) The services of the outsourced person engaged are liable to be transferred anywhere in same city from one department to another, and one branch to another without any extra remuneration depending on the exigencies of the work.
- q) The services of the outsourced person shall at all-time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interest, credits and prestige of DFCCIL.
- r) The Manpower Service Provider shall ensure that complete confidentiality is maintained by it and all its outsourced person with regard to 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 or 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, disability, 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 shall submit the copies of such policies and their renewal receipts as well as documentary evidence of payment of premiums to DFCCIL and shall act all times keep the requisite policies running.

5.0 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 provisions of law for the time being in force, ensure full and timely payments for the Services as provided in this Contract.

6.0 Force Majeure

The obligation 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.

7.0 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 wilful or not, and whether within or outside the premises including but not limited to any and claims by the hired staff.

8.0 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, the fee payable to outsourced person is paid on or before the 3rd day of the following month and a proof of payment shall be annexed to the monthly bill. Alternatively, the Manpower Service Provider can claim the fee payable before its actual payment to temporary/resource person, provide the agency furnishes a Bank Guarantee in favour of DFCCIL issued by any Nationalised bank equivalent to 50% of the average monthly billing on DFCCIL for the services rendered by temporary/resources persons or for an amount of Rs.50,000/-(Rupees Fifty Thousand only),Whichever is higher.

9.0 Other terms and Termination

- a) Contract shall be deemed to have commenced as on and from the date of issuance of letter of intent and shall be in force for a period of one year.
- 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.

10.0 Scope of Service

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 employees of the Manpower Service Provider shall never under any circumstances whatsoever, be entitled to claim themselves to be the employees of the DFCCIL.

11.0 Arbitration

In the event of any dispute arising amongst the Parties, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, then such dispute shall be finally resolved by arbitration. Each Party shall appoint an arbitrator each, who in turn shall appoint the third arbitrator. The arbitration shall be concluded in the English language and the venue of the arbitration shall be in Kolkata and the procedure of such Arbitration shall be as per the Arbitration Act 1966.

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

12.0 Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be Kolkata only.

Annexure – I

FINANCIAL PROPOSAL
Pay structure to be offered to the staff to be outsourced
through Manpower Service Provider

Salary components	Stenographers cum PA	Auto CAD Operator	Office Assistant/ Computer Operator	Office attendant/Peon/fieldman	Security Guard	Caretaker
Gross Pay	16000/-	18500/-	13000/-	6500/-	6000/-	6000/-
Agency's commission/Service charge on Gross Pay						
Applicable Service Tax (currency 10.3%)						
Tentative numbers of staff Required by DFCCIL	1	1	4	8	5	1
Casual/ Sickness leave	One day's casual paid leave for every month during the calendar year. Un-availed Casual leave will lapse on 31 st December of every year and cannot be encashed. (The sanctioning of the leave will be decided by DFCCIL).					
Privilege Leave	On completion of every 04 months of continuous employment in DFCCIL, five (05) days paid privilege leave will be admissible which shall lapse on 31 st December of every year and cannot be encashed. (The sanctioning of the leave will be decided by DFCCIL)					

Note:

- Bidder's have to quote the commission/ service charges in items of percentage (%) in the respective column. The offer should be quoted both in figure and words.
- Service tax is reimbursable to the agency after submission of documentary proof.
- The Man power Service Provider on award of work shall submit the breakup of monthly CTC in various components including statutory provisions. The Manpower service provider shall submit proof of payments to employees 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.

Annexure –II**Eligibility condition/Qualification for various categories of outsourced staff**

Post	Essential Qualification
Stenographers cum PA	<ul style="list-style-type: none"> a) Graduation OR Three Year Diploma in Office Management b) Dictation (10 Minutes @ 80 words per minute) c) Transcription (50 minutes – English- on computer) d) MS Office (word, Excel, and Power point) e) Minimum two years relevant experience.
Auto CAD Operator	<ul style="list-style-type: none"> a) Graduation. b) Certificate in Auto CAD operation. c) Minimum two years relevant experience.
Office Assistant/Computer Operator	<ul style="list-style-type: none"> a) Graduation OR Three Year Diploma in Office Management. b) MS Office (word, Excel, and Power point) c) Minimum two years relevant experience.
Office attendant/Peon/fieldsman	<ul style="list-style-type: none"> a) Passed Madhyamik or 10 th standard b) Should have at least one year of experience in specified field.
Security Guard	<ul style="list-style-type: none"> a) Passed Madhyamik or 10 th standard b) Should have at least one year of experience in specified field.
Caretaker	<ul style="list-style-type: none"> c) Passed Madhyamik or 10 th standard d) Should have at least one year of experience in specified field.

Note: Besides the categories mentioned above, DFCCIL may asked the Manpower service provider to provide other categories of staff also on hiring basis. The essential qualifications/pay structure for such categories shall be decided by mutual agreement and the services will be provided at the agreed commission.

ANNEXURE-III**DEPLOYMENT OF MANPOWER AT VARIOUS PLACES**

Sl. No.	Category of Staff	CPM OFFICE, Kolkata	Rest House at New Alipore	Camp office at Bardhaman	Total
1.	Stenographers cum PA	1	-	-	1
2.	Auto CAD Operator	1	-	-	1
3.	Office Assistant/Computer Operator	3	-	1	4
4.	Office attendant/Peon/fieldsman	6	-	2	8
5.	Security Guards	3	1	1	5
6.	Caretaker	-	1	-	1
Total number of Manpower to be deployed=					20

Note:- Number and deployment of the staff may be changed depending upon the requirement

ANNEXURE – IV

FORM OF AGREEMENT

(To be executed on requisite value of stamp papers)

AGREEMENT

**This agreement is made on this _____ day of _____ 2010 BY
AND**

BETWEEN Dedicated Freight Corridor Corporation of India Limited(DFCCIL), a company incorporated under the Companies Act, 1956 and having its Office, 18/N, Block A, New Alipore, Kolkata - 700053, (hereinafter referred to as “**DFCCIL**+ which expression shall , where the context admits, include its successors and assigns) **OF THE ONE PART**

AND

M/S_____ having its office
at_____ (hereinafter referred to as “**THE MANPOWER SERVICE PROVIDER**”, which expression shall, where the context admits, include their legal heirs, executors, administrators, successors and assigns in business) **OF THE PART.**

WHEREAS:-

1. The Employer is desirous that certain works should be executed by the Manpower Service Provider viz. Tender No. _____ (hereinafter called ~~the~~ **the works**+, and has accepted a Bid by the Manpower Service Provider for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) Letter of Acceptance of Tender
 - b) Notice Inviting Tender
 - c) Instructions to the Tenderers
 - d) Terms and Conditions of the Contract
3. In consideration of the payments to be made by the Employer to the Manpower Service Provider as hereinafter mentioned, the Manpower Service Provider hereby convenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenant to pay the Manpower Service Provider in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the authorised signatory)

(Name, Designation and address of the authorised signatory)

Signed for and on behalf of the Manpower Service Provider in the presence of:

Signed for and on behalf of the Employer in the presence of:

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated.

Format for submitting bid by the agencies.