

Tender document

Sub :- Tender Notice for providing candidates for post of Executive Assistant, Office Assistant, Autocad Operator on outsourced basis to DFCCIL, Central Railway & Western Railway.

Sealed tender is invited for providing of outsourced staff in DFCCIL's office at Mumbai on commission basis for a period of two years extendable further for further period of one year.

1. Introduction :

Dedicated Freight Corridor 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 Unit at Mumbai & at various other cities.

2. Scope or Work :

Manpower Services Provider has to provide services of outsourced persons in various categories (as per Annexure – I, II & III) at 7th Floor, Central Railway's New Admn. Bldg., D.N.Road, Mumbai. 400 001 or any other offices of DFCCIL / Competent Authorities office at Dahanu and Uran as may be required by DFCCIL. Central Railway, Western Railway.

3. Pre – qualification criteria for Manpower Service Provider / Agencies.

- The agencies desiring to submit response to this tender must have provided services for at least 500 man month in a year in India and gross 1500 man month in the last three years – to PSUs, Government organizations, Autonomous bodies, etc.
- The agency should have a minimum turnover of Rs.Three (3) crores in India 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.
- The agency 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.
- Consortium bidding to fulfill the eligibility criteria of this tender shall not be allowed at any stage.
- The agency should submit minimum two satisfactory performance reports from Govt. / PSUs / Autonomous bodies etc during the last three years.



- f) Agency / service providers must give the details and address of their offices in Delhi & other states of India.
- g) The agency will be awarded initially work for two years which can be further extended by one year at a time, based on DFCCIL's requirement & performance of the Manpower Service Provider Agencies. The extension shall be at the sole discretion of DFCCIL.
- h) The response to this tender should be accompanied with an EMD (refundable) in the shape of DD / Banker Cheque / FDR for an amount of Rs.2,40,907 (Two Lakhs Forty Thousand Nine Hundred and Seven Only) on any Nationalized / Scheduled Bank and should be in favour of DFCCIL payable at New Delhi. Tenders unaccompanied by EMD shall be summarily rejected.

4. DFCCIL reserves the right to modify, expand, restrict, scrap and re-float the tender without assigning any reasons.

5. Format for submitting bid by the agencies.

Sr No.	Particulars	Details		
1	Name of the Agency (Manpower Service Provider)			
2	Address with telephone and Fax no. (in Mumbai and other State of India along with head office / registered office)			
3	Status of applicant (individual / proprietorship firm / partnership firm / private limited / public limited / society / autonomous bodies (attach documentary evidence)			
4	Types of services provided (Experience certificate to be enclosed)			
5	Manpower details (permanent and contract of last three year indicating no. of man month services provided in India year wise.	Name of client	No. of Manpower Months (year wise)	
			2009 - 10	2010 - 11
6	Annual turnover of last three financial years (audited financial statement of last three financial years to be enclosed)	2009-10	2010-11	2011-12
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 3 years)	
13	Attach satisfactory performance report from existing clients from Govt. / PSUs/ Reputed Organization.	
14	Executive summary about the agency.	

6. The offer should be valid for 90 days from the date of opening of tender documents.

7. **Selection of Successful Bidder (Manpower Services Provider Agency)**

- 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, II & III.**
- The bid offer should remain valid for a minimum period of 90 days.

8. **Terms & Conditions :-**

- The Manpower Services 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 qualifications / skills / experience and the tentative number of outsourced persons required is enclosed in **Annexure – IV.**
- It shall be the responsibility of the Manpower Services 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 Services Provider will have to terminate the services of such staff immediately and shall provide suitable replacement within 3 day's time.
- If the performance of the hired staff is unsatisfactory, DFCCIL shall give a notice of 15 days to the manpower services 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 3 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 requirements and subject to deduction of any tax or other amounts as required by law or as provided herein.
- e) The Manpower Services 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 Services 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 Services Provider shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced / terminated by the Manpower Services Provider, such action should be taken only with approval of DFCCIL.
- h) The working days will be 6 complete days in a week i.e. from Monday to Saturday.

9. 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, II & III), besides the commission payable to the Manpower Services 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 & proof of the same is to be submitted to DFCCIL on monthly basis.
- 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.

10. 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 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 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 Services 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, 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 conform to the prescribed standards. The Manpower Services Provider shall submit a copy of 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 Services 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 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 Services 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 conditions thereof strictly, and shall keep such license duly validated and / or renewed from time to time through 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 and it shall be monitored by the Manpower Service Provider. These attendance rolls shall be signed by the proprietor of the Manpower Service Provider or his authorized representative, daily who shall get it verified by the designed 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 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 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 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 in 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 3 day's time.
- p) The services of 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 outsourced person shall at all 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 record 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 to cover the risk (death, disability, sickness) etc. 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.

11. 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.

12. 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.

13. Indemnity :-

The Manpower Service Provider shall indemnify and hold harmless to DFCCIL an dits 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.

14. Security for ensuring timely payment of remuneration / fee payable to Outsourced persons :-

The Manpower Services Provider will ensure that before raising the bill on DFCCIL for the services rendered by outsourced Persons, the fee payable to 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. Alternatively, the Manpower Service Provider can claim the fee payable its actual payment to temporary / outsourced person, provided the agency furnishes a Bank Guarantee in favour of DFCCIL issued by any Nationalized bank equivalent to 50% of the average monthly billing on DFCCIL for the services rendered by temporary / resources persons or for an amount of ₹ 2,50,945/- (Rupees Two Lakhs Fifty Thousand Nine Hundred Forty Five Only), whichever is higher.

15. 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 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 conditions 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 of earlier termination of this contract will not prejudice any rights of the parties that any have accrued prior thereto.
- d) Notwithstanding anything contained herein DFCCIL may, without any cause, increase or decrease the requirement of staff under this contract by giving to the other 30 days written notice.
- e) If services provider fails to provide the services for 2 days or more continuously, a fine of Rs.500/- per day per person will for such period is chargeable in addition to the deduction of proportionate payment.
- f) For outstation travel actual bus fare / train fare by the ordinary class shall be paid on the production of proof. In addition an outstation allowance for the journey beyond 60 kms and beyond 12 hrs for the office @ Rs.100/- per day shall be admissible @ Rs. 150/- to the Office Assistant and Executive Assistant & Rs.100/- to the house keepers / Office Attendant.

For the outstation stay beyond 60 kms if less than a day the outstation allowance @ 30% for a period up to six hours and @ 70% for period more than six hours but less than 12 hours shall be admissible.

The above allowance shall be deemed to have compensated the payment for extra duty beyond 8 hours per day and nothing extra shall be paid for overtime on field duty.

The Expenses on TA / DA of outsourced staff will be reimbursed by DFCCIL on certification by controlling officer.



16. 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.

17. 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 conducted in the English language and the venue of the arbitration shall be in New Delhi 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.




For Chief Project Manager
DFCCIL, Mumbai.

Annexure - I

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

Salary Components	Executive Assistant	Office Assistant	Autocad Operator
Gross Pay	16000/-	13500/-	18000/-
Agency's Commission / service Charge on Gross Pay			
Service Tax as Applicable			
Tentative numbers of staff required by Western Railway	03	03	03
Casual / Sickness leave	One day's casual leave for every month during the calendar year. Unavailed casual leave will lapse on 31 st December every year and cannot be encashed. (The sanctioning of the leave will be decided by DFCCIL.)		
Privilege Leave	On completion of every four month of continuous on 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 leave will be decided by DFCCIL).		

Note : The Manpower Services 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 monthly 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

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

Salary Components	Executive Assistant	Office Assistant	Autocad Operator
Gross Pay	16000/-	13500/-	18000/-
Agency's Commission / service Charge on Gross Pay			
Service Tax as Applicable			
Tentative numbers of staff required by Central Railway	03	03	03
Casual / Sickness leave	One day's casual leave for every month during the calendar year. Unavailed casual leave will lapse on 31 st December every year and cannot be encashed. (The sanctioning of the leave will be decided by DFCCIL.)		
Privilege Leave	On completion of every four month of continuous on 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 leave will be decided by DFCCIL).		

Note : The Manpower Services 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 - III

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

Salary Components	Executive Assistant	Office Assistant	AutoCAD Operator
Gross Pay	16000/-	13500/-	18000/-
Agency's Commission / service Charge on Gross Pay			
Service Tax as Applicable			
Tentative numbers of staff required by DFCCIL & SLAO	02	5 DFCCIL 2 SLAO	01 DFCCIL
Casual / Sickness leave	One day's casual leave for every month during the calendar year. Unanvalid casual leave will lapse on 31 st December every year and cannot be encashed. (The sanctioning of the leave will be decided by DFCCIL.)		
Privilege Leave	On completion of every four month of continue on 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 leave will be decided by DFCCIL).		

Note : The Manpower Services 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 -IV

Eligibility condition for various categories of outsourced staff

POST	Essential Qualification.
Executive Assistant	a) Graduation OR three years Diploma in Office Management. b) Dictation (10 minutes @ 80 words per minute) c) Transcription (50 minutes – English & Marathi – on computer) d) MS –Office (Word, Excel and PowerPoint) e) Minimum two years relevant experience.
Office Assistant	a) Graduation OR three years Diploma in Office Management. b) MS –Office (Word, Excel and PowerPoint) c) Transcription (50 minutes – English & Marathi – on computer) d) Minimum two years relevant experience.
Auto CAD Operator	a) Graduation b) Certificate in Auto CAD Operation. c) Minimum two years relevant experience.

NOTE: Besides the categories mentioned above, DFCCIL may ask 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.

