



Dedicated Freight Corridor Corporation of India Limited

(A Government. of India Enterprises under Ministry of Railways)

REVISED TENDER DOCUMENT

(Corrigendum – 1)

NAME OF WORK: Providing Outsourcing Staffs at CPM/KKK's Office and Rest House at Kolkata and Camp Office at Burdwan in the jurisdiction of CPM/DFCCIL/KKK

Tender No- KKK/EN/Tender/13-14/01

June 2013

Dedicated Freight Corridor Corporation of India Limited

(A PSU under Ministry of Railways)

NOTICE INVITING TENDER

Tender No- KKK/EN/Tender/13-14/01

Sealed bids in a Two packet system(Technical and Financial Bid) are invited from reputed, experienced and financially sound companies/Firms/Agencies for engagement of Manpower Services Provider for the work of **“Providing Outsourcing Staffs at CPM/KKK’s Office and Rest House at Kolkata and Camp Office at Burdwan in the jurisdiction of CPM/DFCCIL/KKK.”**

1.	Tender No.	KKK/EN/Tender/13-14/01
2.	Name of Work	Providing Outsourcing Staffs at CPM/KKK’s Office and Rest House at Kolkata and Camp Office at Burdwan in the jurisdiction of CPM/DFCCIL/KKK
3.	Duration of Contract	One Year
4.	Estimated cost of work	Rs. 27,52,144/-
5.	Cost of Tender Form	Rs. 3,000/- (Rupees Three Thousand only) (Rs.3500/- if required by post).
6.	Bid Deposit	Rs. 55,050/-
7.	Sale of bid documents from	02.07.2013
8.	Sale of bid Documents Up to	Up to 16.00 Hrs on 17.07.2013
9.	Last Date of receipt of bids	Up to 12.00 Hrs on 18.07.2013
10.	Opening of bids	At 14.00 Hrs on 18.07.2013
11.	Validity of offer	90 days from date of opening of bid
12.	Address for communication	Chief Project Manager, DFCCIL, 18/N, BLOCK – A, NEW ALIPUR, KOLKATA – 700053

Tender form can be purchased from the above address on all working days **from 1000 hrs to 1700 hrs and up to 1600 hrs on 17.07.2013** on payment of (Non Refundable) **Rs.3,000/-**(Rs 3500 /- if required by post) in the form of Demand Draft/Bankers Cheque in favour of Dedicated Freight Corridor Corporation of India Limited, Kolkata issued by any Nationalized Bank of India or any Scheduled Bank.

Tender form can also be downloaded from the website www.dfccil.org. Detailed terms & conditions and future corrigendum/addendum will be posted on our website.

Engagement of Manpower Service Provider for “Providing Outsourcing Staffs at CPM/KKK’s Office and Rest House at Kolkata and Camp Office at Burdwan in the jurisdiction of CPM/DFCCIL/KKK”.

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To,
Chief Project Manager,
DFCCIL, 18/N,
BLOCK – A,
NEW ALIPUR,
KOLKATA - 700053

Name of Work: -“Providing Outsourcing Staffs at CPM/KKK’s Office and Rest House at Kolkata and Camp Office at Burdwan in the jurisdiction of CPM/DFCCIL/KKK”.

Ref.: Tender No. KKK/EN/Out Sourcing/2013-14/01

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 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 Terms & 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. 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 Bidder

Bidders Address

Section 1.

Instructions to Bidders

Chief Project Manager/DFCCIL/KKK, for and on behalf of DFCCIL invites, bids under Single stage Two packet system from the bidders for Providing Outsourcing Staffs at CPM/KKK's Office and Rest House at Kolkata and Camp Office at Burdwan in the jurisdiction of CPM/DFCCIL/KKK.

1.1 ELIGIBILITY CRITERIA FOR MANPOWER SERVICE PROVIDER :-

S/No.	Criteria	Document Required
i.	Required to submit solvency certificate of the value 10% of advertised tender value of work.	Certificate by Revenue authority/Banker
ii	The bidder should have successfully completed at least one work of 'Providing Man Power Services' costing not less than 35% of the estimated cost of work in last three years (i.e. Current Year and previous three financial years.)for any Govt./PSU/Public Limited Company. OR Bidder should be carrying out at least one work of providing 'Manpower Providing Services' for at least Two years with average annual payment not less than Rs.8.26 Lakhs (Eight Lakhs Twenty Six Thousands) only in any Govt./PSU/Public Limited Company.	The bidder has to submit certificate issued by the concerned authorities as per Performa given in "Annexure-I of the bid Document.
iii	The bidder should have received payment against satisfactory execution of completed and ongoing works of all types during last three Financial years i.e. current year and preceding 3 years as per current ITCC/audited balance sheet of not less than 150% of the advertised estimated cost of work.	Copy of audited Profit/Loss Account, Balance Sheet, copy of Income-Tax Return certified by Chartered Accountant

Note: - Consortium bidding shall not be allowed at any stage for fulfilment of eligibility criteria

1.2 Details of the Bidder:

S. No.	Particulars	Details		
1	Name of 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			
5	Annual turnover of last three financial years	2010-11	2011-12	2012-13

1.3 Tender form can be purchased from the above address on all working days from **1000 hrs to 1700 hrs and up to 1600 hrs on 17.07.2013** on payment of Rs.3,000/- (Rs.3500/- if required by post) in the form of Demand Draft/Bankers Cheque in favour of Dedicated Freight Corridor Corporation of India Limited, Kolkata issued by any Nationalized Bank of India or any Scheduled Bank.

1.4 Bid document can 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 nationalised bank or any schedule bank, in favour of Dedicated Freight Corridor Corporation of India Ltd, payable at Kolkata amounting to Rs.3,000/- 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.3000/- for the cost of bid document.

1.5 Bids must be accompanied by a Bid Deposit of Rs 55,050/- by a crossed Demand Draft issued by any Nationalized / Scheduled Bank drawn in favour of Dedicated Freight Corridor Corporation of India Ltd, payable at Kolkata. Bids received without Bid Deposit shall be summarily rejected. No interest shall be paid on Bid Deposit. The Bid Deposit of the successful bidder shall be adjusted against Retention Money. The Bid Deposit will be forfeited if the bidder withdraws or amends/impairs and /or derogates from the tender in any respect within the period of validity of tender or fails to furnish the Performance Security.

1.6 Retention Money: The Bid security of the successful bidder will be retained by DFCCIL as a part of security for the faithful fulfilment of the contract by the contractor. In addition, a retention amount equal to 10% of each on account bill shall be retained till the total security available is 5% of the contract amount.

1.7 Preparation of proposal

1.8 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.

1.9 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 awarded the contract.

1.10 Bidders are requested to submit a proposal in ENGLISH language in two parts in two separate envelopes/packets and put together in one single outer envelope/packet. The two packets shall be:

Packet 1: Technical Proposal & Packet 2: Financial Proposal

1.11 Packet 1: Technical Proposal

1.10.1 In preparing the Technical Proposal, Bidders 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 Bidder and will result in rejection of the proposal submitted by the Bidder.

1.10.2 While preparing the Technical Proposal, Bidders must give particular attention to the following: Bid Security (i.e. Bid Deposit): - 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 Kolkata in favour of Dedicated Freight Corridor Corporation of India Ltd., and shall be valid for a period as specified in IFB. Bids received without Bid Security shall be summarily rejected. 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.

- 1.10.3** The packet containing TECHNICAL PROPOSAL shall be opened first and evaluation based on the eligibility criteria as given in ITB document. FINANCIAL PROPOSAL (Packet 2) of only those firms will be opened which will be found eligible by tender committee constituted by DFCCIL. 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. Those firms qualifying after eligible after technical scrutiny will be informed of the date, time and venue of opening of financial bid. Financial bid will not be opened of those bidders found ineligible after technical scrutiny. The final selection of the bidder would be based on the Cost Basis of those firms found eligible after technical scrutiny. The lowest bidder among those found eligible after technical proposal scrutiny will be awardee with the work.
- 1.10.4** 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.
- 1.10.5** Consortium bidding to fulfil the eligibility criteria of this tender shall not be allowed at any Stage.
- 1.10.6** The agency should submit minimum two satisfactory performance reports from Govt./PSUs/Autonomous bodies during the last three years.
- 1.10.7** The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non responsive and rejected.
- 1.10.8 The technical packet:-**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) Requisite papers showing payment certificate from the tenderer duly issued by the Officer of concerned Government. It should be a minimum of 150% of advertised tender value of work
 - d) Forwarding Letter given in the Bid document.
 - e) Power of Attorney of authorized person who signed the tender document.

f) A certified copy of partnership deed or article of memorandum in case of Pvt. Ltd. Co.

g) This document duly signed on all pages.

h) Bid Deposit

Packet 2: Financial Proposal

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

1.12 No taxes in any other form other than mentioned in the tender document shall be reimbursable.

1.13 SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

1.13.1 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 initialled by the person or persons who sign(s) the Proposals.

1.13.2 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.

1.13.3 Bidders shall submit one "Original" proposal only. The envelope must be clearly marked "**DO NOT OPEN, EXCEPT IN THE PRESENCE OF DFCC'S REPRESENTATIVES**"

1.14 **The outer sealed envelope shall include two separate sealed envelopes, each clearly marked as "Packet 1: Technical Proposal" and "Packet 2: Financial Proposal"**

1.15 The two parts of the Proposal (Packet 1: Technical Proposal and Packet 2: Financial 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. **All figures quoted in the financial proposal should be covered with a transparent adhesive tape.**

1.16 Completed proposal must be delivered at the Submission address mentioned in the document on or before the time and date stated in the section1. Any proposal received after the closing time for submission of the proposals shall be returned unopened.

1.17 PROPOSAL EVALUATION

General: A two stage procedure shall be adopted in evaluating the proposals: (i) Technical Evaluation, firms Meeting eligibility criteria as mentioned in Para 1.1 will be eligible for financial evaluation. Technical suitability will be examined by a tender committee constituted by DFCCIL.

1.17.1 Technical Proposal

1.17.2 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**.

1.17.3 The technical 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. Firms having found meeting all criteria in Technical proposal shall only be considered for financial offer. Lowest bidder shall be considered for award among those firms which have qualified for technical proposal.

Financial Proposals

1.17.4 After the evaluation of the technical proposal is completed, the Client may notify those bidders who have been found eligible by tender committee as per eligibility criteria. Client shall notify the date set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail. Financial bid of firms found ineligible by tender committee will not be opened.

1.17.5 The Financial Proposals shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the Bidder, the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening. Bidder must cover their quoted unit rates with transparent adhesive tape for evaluation of their proposal.

1.17.6 Lowest eligible bidder shall be awarded the work.

1.18 Engagement of Personnel

Persons provided should possess requirement of job and have good behaviour and unblemished record and character.

1.19 Negotiations

1.19.1 The aim of negotiations is to reach agreement on all points, an initial a draft contract by the conclusion of negotiations.

1.19.2 Negotiations will be held at the date and address indicated subsequently through net/telephone. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.

1.20 Award of Contract

1.20.1 The DFCC will issue a letter of award to the successful Bidder after the negotiations have been completed and all terms and conditions have been settled between client and the successful Bidder.

1.20.2 Within 7 days from the date of issue of the letter of award, the successful Bidder will be required to (i) execute the Contract Agreement as per General Conditions of Contract for Consultancy Services (**section 2**) and Other Terms and Conditions of Contract (**section 3**).

1.20.3 The successful firm / bidder with whom the contract is signed shall commence the assignment within 7 days from the date of issue of acceptance letter.

1.21 Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process.

SECTION-2

GENERAL TERMS & CONDITIONS OF CONTRACT

2.1 GENERAL TERMS & 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 tenderers 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.

2.2 Definitions:

(a) The Contract shall mean agreement entered into between DFCCIL 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. Contracts deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.

(b) The Contractor/ Bidder/Manpower Service Provider 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.

(c) The Contract value shall mean the sum for which the tender is accepted.

(d) The expression employer /DFCCIL as used in the tender papers shall mean the Dedicated Freight corridor Corporation of India Ltd.

(e)The expression Corporation as used in the tender paper means Dedicated Freight corridor Corporation of India Ltd.

(f)The expression "Department" as used in the tender papers shall mean Dedicated Freight corridor Corporation of India Ltd.

- (g) Engineer/ “Engineer-in-charge” of the work shall mean the ‘Representative’ appointed by DFCCIL.
- (h) 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, designs, drawings, 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.
- (i) 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.
- (j) The “Contract sum” / “Contract price” shall mean the sum for which the tender is accepted.
- (k) The “Contract time” means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- (l) A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (m) A “month” shall mean a calendar month.
- (n) A “week” shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- (o) “Excepted Risks” are risks due to riots (other than among contractor’s employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.

2.3 Performance Security –

The successful bidder shall have to furnish a performance security amounting to 5% (five percent) of the contract price in any one of the form of a Bank Guarantee as per prescribed format (ANNEXURE-V) and to be issued from any Nationalized/Indian schedule commercial Bank in favour of Dedicated Freight Corridor Corporation of India Limited, Kolkata. The performance guarantee should be furnished after LOA has been issued but before signing of agreement and should be valid upto two month after the completion of the contract. In case, the time for completion of work gets extended, the contractor shall get the validity of performance security extended to cover such extended time for completion of work plus 60 days.

The performance security shall be released 21 days after issue of performance certificate.

If the contract is terminated on account of unsatisfactory performance of the agency as defined in Para 2.21, the retention money shall be forfeited and the performance security shall be encashed.

2.4 RETENTION MONEY

The Bid security of the successful bidder will be retained by DFCCIL as a part of security for the faithful fulfilment of the contract by the contractor. In addition, a retention amount equal to 10% of each on account bill shall be retained till the total security available is 5% of the contract amount.

The Bid security shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after completion of defect liability period i.e. after 60 days of the satisfactory completion of the work or final payment whichever is earlier on certification by the Engineer.

2.5 SUPERVISION AND SUPERINTENDENCE

2.5.1 CONTRACTOR'S SUPERVISION

The Contractor's Supervisor shall supervise & direct the works efficiently & with his best skill & attention. He shall be solely responsible for means, methods, techniques, procedures & sequences of construction. The Contractor shall co-ordinate all parts of the work and shall be responsible to see that the finished work complies fully with the contract documents and such instructions and variation orders as the Engineer may issue during the progress of the works.

2.6 WORKMEN

The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the works any unfit person or anyone not skilled and experienced in the assigned task. The Contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour law and rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify the owner in respect of all claims that may be made against the owner for non-compliance thereof by the Contractor. In the event of the contractor committing a default or breach of any provisions of labour laws and rules and regulations, the Contractor shall without prejudice is liable to prosecuted as per Indian Laws.

2.7 LAWS AND REGULATIONS :

Governing Law: The contract documents shall be governed by the laws and by-laws of India.

2.8 SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT

The contractor shall be solely responsible notwithstanding any stipulations by owner or Engineer for initiating, maintaining and supervising all safety precautions and Programmes, in connection with the work and shall comply with all laws, ordinance, code rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damages, injury or loss during the entire contract period including nonworking hours.

2.9 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.

2.10 SERVICE TAX

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

2.11 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, octroi 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.

2.12 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 quoted rate 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.

2.13 DELAY AND EXTENSION OF CONTRACT PERIOD / LIQUIDATED DAMAGES

The time allowed for execution and completion of the works or part of the works as specified in the contract, shall be essence of the contract on the part of the Firm/Contractor.

2.14 As soon as it becomes apparent to the Firm/Contractor, that the work and / or portions thereof (required to be completed earlier), cannot be completed within the period(s) stipulated in the contract, or the extended periods granted, he shall forthwith inform the Engineer and advise him of the reasons for the delay, as also the extra time required to complete the work and / or portions of work, together with justification thereof. In all such cases, whether the delay is attributable to the Firm/Contractor or not, the Firm/Contractor shall be bound to apply for extension well within the period of completion / extended period of completion of the whole works and / or portions thereof.

2.15 Extension due to modifications

If any modifications are ordered by the Engineer or site conditions actually encountered are such, that in the opinion of the Engineer the magnitude of the work has increased materially, then such extension of the stipulated date of completion may be granted, as shall appear to the Engineer to be reasonable.

2.16 Delays not due to Employer

If the completion of the whole works (or part thereof which as per the contract is required to be completed earlier) , is likely to be delayed on account of:

1. Any force majeure event referred to in Clause 2.24 or
2. Any relevant order of court or
3. Any other event or occurrence which, according to the Engineer is not due to the Firm/Contractor's failure or fault, and is beyond his control. The Engineer may grant such extensions of the completion period as in his opinion reasonable.

2.17 Delays due to Employer / Engineer

In the event of any failure or delay by the Employer / Engineer in fulfilling his obligations under the contract, then such failure or delay, shall in no way affect or vitiate the contract or alter the character thereof; or entitle the Firm/Contractor to damages or compensation thereof but in any such case, the Engineer shall grant such extension or extensions of time to complete the work, as in his opinion is / are reasonable.

2.18 Delays due to Firm/Contractor and Liquidated Damages

If the delay in the completion of the whole works or a part of the works, beyond stipulated completion period, is due to the Firm/Contractor's failure or fault, and the Engineer feels that the remaining works or the portion of works can be completed by the Firm/Contractor in a reasonable and acceptable short time, then, the Engineer may allow the Firm/Contractor extension or further extension of time, for completion, as he may decide, subject to the following: Without prejudice to any other right or remedy available to the Engineer, recover by way of liquidated damages and not as penalty, a sum equivalent to quarter of one percent (0.25%) of the contract value of the works, for each week or part thereof the Firm/Contractor is in default. The recovery on account of compensation for delay shall be limited to 5% of his contract value of the works, or the portion of the works, as the case may be. The recovery of such damages shall not relieve the Firm/Contractor from his obligation to complete the work or from any other obligation and liability under the contract.

2.19 Engineer's decision on compensation payable being final

The decision of the Engineer as to the compensation, if any, payable by the Firm/Contractor under this clause shall be final and binding.

2.20 Time shall continue to be treated as the essence of contract in spite of extension of time. It is an agreed term of the contract that notwithstanding grant of extension of time under any of the sub clauses mentioned herein, time shall continue to be treated as the essence of contract on the part of the Firm/Contractor.

2.21. DETERMINATION OF CONTRACT DUE TO FIRM/ CONTRACTOR'S DEFAULT

Conditions leading to determination of' contract

l) If the Firm/Contractor

- a) becomes bankrupt or insolvent, or,
- b) makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
- c) being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or
- d) has execution levied on his goods or property or the works, or
- e) Assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of' this contract, or
- f) Abandons the contract, or
- g) Persistently disregards instructions of the Engineer or contravenes any provisions of the contract, or
- h) fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
- i) fails to take steps to employ competent and / or additional staff and labour, or
- j) promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Engineer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer, or
- k) Suppresses or gives wrong information while submitting the tender. In any such case the Engineer on behalf of the Employer may serve the Firm/Contractor with a notice in writing to that effect and if the Firm/Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the Engineer, the Employer shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

In such a case of termination, the Employer / Engineer may adopt the following course : Carry out the whole or part of the work from which the Firm/Contractor has been removed by engaging another Firm/Contractor or deployment of technical staff at site.

2.22 DETERMINATION OF CONTRACT ON EMPLOYER / ENGINEER'S ACCOUNT

- i. The Employer / Engineer shall be entitled to determinate the contract, at any time, should, in the Employer / Engineer's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the Employer / Engineer of such termination and reasons therefore, shall be conclusive evidence thereof.
- ii. In case of determination of contract on Employer / Engineer's account as described above, the claims of the Firm/Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents / vouchers etc., to the satisfaction of Employer / Engineer. The decision of the Employer / Engineer on the necessity and propriety of such expenditure shall be final and conclusive. However, the Firm/Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

2.23 FORCE MAJEURE

War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut downs imposed by Government, acts of Legislative or other Authorities, stoppage in supply of raw materials, fuel or electricity, breakdown of machinery, act of God, epidemics, fires, earthquakes, floods, explosives, accidents and navigation blockages, or any other acts or events whatsoever, which are beyond reasonable control of Contractor and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure. Contractor shall be granted necessary extension of completion date to cover the delay caused by Force Majeure without any financial repercussions.

2.24 SETTLEMENT OF DISPUTES

All disputes or differences of any kind whatsoever that may arise between the Employer / Engineer and the Bidder in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after determination of contract shall be settled as under:

2.25.1 Mutual Settlement

All such disputes or differences shall in the first place be referred by the Bidder 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.

2.25.2 Conciliation/Arbitration

2.25.3 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.

2.25.4 If the Bidder is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Bidder 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, together with counter claims of, the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.

2.25.5 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 Bidder. Such persons may be working / retired employees of the Employer who had not been connected with the work. The Bidder 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 Bidder.

2.25.6 In case, the Bidder opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation fails, the Bidder 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.

2.25.7 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.

2.25.8 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.

2.25.9 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.

2.25.10 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 Bidder.

2.26 Settlement through Court

It is a term of this contract that the Bidder 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 through clauses 2.26.1 and 2.26.2.

2.27 Suspension of work

The Obligations of the Employer, the Engineer and the Bidder shall not be altered by reasons of conciliation / arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation / arbitration and payments to the Bidder shall continue to be made in terms of the contract.

2.28 Award to be binding on all parties

The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.

2.29 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.

2.30 Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be Kolkata only.

SECTION-3
OTHER TERMS AND CONDITIONS OF CONTRACT

3.1 OBLIGATION OF MANPOWER SERVICE PROVIDER

3.1.1 The Manpower Service provider shall, if and when so requested by DFCCIL, will provide the outsourced manpower 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 personnel and scope of services is given at **Annexure III & IV** of the Bid document.

3.1.2 It shall be the responsibility of the Manpower service Provider to verify the qualification and experience of the outsourced manpower. 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 outsourced manpower. If during the course of engagement of any outsourced personnel, 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 05 days time.

3.1.3 If the performance of the outsourced personnel is unsatisfactory, DFCCIL shall give a notice of 15 days to the Manpower Service Provider to take necessary action to improve the performance of outsourced personnel 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 05 days time.

3.1.4 The Manpower Service Provider shall make actual disbursement of salary to the outsourced person in various categories as agreed with DFCCIL and in no circumstances the actual disbursement shall be less than the agreed amount without prior written approval of DFCCIL.

3.1.5 The Manpower Service Provider will ensure that before raising the bill on DFCCIL for the service rendered by outsourced persons, the fee payable to outsourced person is paid on or before the 5th day of the following month and a proof of payment shall be annexed to the monthly bill.

In case the Manpower Service Provider fails to pay the outsourced person within the above time frame the rate of penalty shall be imposed on payment of Agency's monthly commissions are as under :-

- i) For payment to the outsourced person within 5th of the following month – Nil
- ii) For payment to the outsourced person after 5th and upto 10th of the following month – 25% or Rs. 2000/- whichever is higher.
- iii) For payment to the outsourced person after 10th and upto 20th of the following month – 50% or Rs. 3000/- whichever is higher.
- iv) For payment to the outsourced person after 20th and upto 30th of the following month – 100% or Rs.4000/- whichever is higher.

3.2 TERMINATION OF CONTRACT

In case the services of the Manpower Service Provider are not found satisfactory, or there is a breach of any of the terms & conditions of the contract and/or fails/neglects to carry out any instruction issued to it by DFCCIL from time to time the same can be terminated by DFCCIL on giving of a notice of **one month**. In case of unsatisfactory performance of the contract, awarding letter will be issued to the Manpower Service Provider. In case corrective action is not taken, DFCCIL shall have the right to terminate the agreement without any further notice. Unsatisfactory service in this case would be frequent absence or poor attendance of Outsourcing of Manpower providing services staff, inability to provide replacement, lackadaisical work in maintaining cleanliness, discourteous behaviour by the house keeping staff, indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.) or any other non-compliance of the provisions of the Agreement.

3.3 The Manpower Service Provider shall not terminate the services of hired staff unilaterally. In case any hired staffs are proposed to be replaced/ terminated by the Manpower Service Provider, such action should be taken only with approval of DFCCIL.

3.4 Manpower Service Provider shall ensure complete compliance (in respect of the personnel provided to DFCCIL) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Works men Compensation Act 1923, Contract Labour Act 1970, Employees Provident Fund, ESI Act and Miscellaneous Provisions Act 1952 under labour laws, etc, and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. In the event of non-compliance of the same, the Manpower service provider would undertake to indemnify DFCCIL on any cost or liability it may incur on account of such non-compliance.

3.5 In case of any statutory increases in the wages of labour in accordance with the Minimum wages notification issued by the appropriate authority under the Minimum Wages Act

from time to time after submission of the tender, payment of minimum wages to the personnel deployed should be revised accordingly and claimed from DFCCIL with the monthly bill. As on date the prevailing notification of Labour Commissioner/West Bengal for minimum wages (for various categories of workers) is effective from 01.01.2013 and this will be treated as there reference rate for calculating the proportionate increase over the tendered rates

- 3.6** 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.
- 3.7** The Manpower Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by DFCCIL and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. 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.
- 3.8** The Manpower Service Provider shall indemnify DFCCIL against accident, death, disability, sickness etc. of outsourced staff provides by Manpower Service Provider. DFCCIL shall not be liable to pay or bear any compensation at any stage in respect of such eventualities.
- 3.9** The Manpower Service Provider shall decide the modus operandi as to engage workers by them rendering proper and efficient services and to conform 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.
- 3.10** No relationship of employer and employee shall be entertained between the DFCCIL and the outsourced personnel 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.
- 3.11** 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).

- 3.12** 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.
- 3.13** 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 authorised representative of Manpower Service Provider who shall get it verified by the designated officer of DFCCIL.
- 3.14** 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.
- 3.15** The Manpower Service Provider must also be able to arrange for the replacement of the existing outsourced person, as per the instructions of DFCCIL.
- 3.16** 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 out sourced personnel hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. Any outsourced personnel deputed in 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 05 days time.
- 3.17** 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.
- 3.18** 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.

- 3.19** The outsourced personnel should be in proper uniform with name badges. The Manpower Service Provider will provide at least two sets of uniform to each staff which shall be reimbursed by DFCCIL as per rates specified.
- 3.20** In case the outsourced personnel deployed by the Manpower Service Provider is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced.
- 3.21** Manpower Service Provider shall provide identity cards bearing the photographs to the all the outsourced personnel deployed in DFCCIL at its own cost.
- 3.22 WORKING HOURS OF HIRED STAFF**:- The working hours for the outsourced personnel shall be for 8 hours a day for 6 days a week. However, these timings may be changed without any overall impact on the period of duty as per requirement of operation. The personnel would get a day off every week along with National holidays. Proportionate additional payment will be made for attending office on Sundays, if required by DFCC.
- 3.23** Permissible leave to hired staff. Casual/Sickness leave: One day's paid casual leave for every month during the calendar year. Unavailed C.L. will lapse on the expiry of the contract. Leave cannot be encashed. Sanctioning of leave will be decided by Engineer-in-Charge. In addition to this, on successful completion of 4 month continuous engagement in DFCCIL, two (02) days paid privilege leave will be admissible. This leave will also lapse on the expiry of contract.

3.24 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 adjusted by the manpower Service Provider that Cost to the Company does not increase.

3.25 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.

3.26 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 will full or not, and whether within or outside the premises including but not limited to any and all claims by the hired staff.

3.27 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.

3.28 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.

3.29 SERVICE TAX –

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

3. 30 RESOLUTION OF DISPUTES & ARBITRATION -

In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract shall be settled amicably through mutual negotiation by the parties. In case the amicable settlement is not possible, the same shall be referred to the sole arbitrator as appointed by DFCCIL. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996. Notwithstanding any dispute between the

parties, the Manpower Service Provider shall not be entitled to withhold, delay or defer its obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.

3.31 **PENALTY –**

Penalty for an amount of Rs. 500/- to Rs.2000/- depending on the nature of unsatisfactory service will be deducted from the due amount in the following conditions:

- Absence of staff;
- Any undisciplined behaviour by the staff;
- Discourteous behaviour towards any officer or staff of DFCCIL;
- Not wearing proper uniforms;
- Not carrying out the duties listed in the scope of work in a satisfactory manner;
- Damage or stealing of any asset or property of DFCCIL or officers and staff of DFCCIL;

Penalty for some of the breaches in services will be as follows:

S/No.	Type of breaches	Amount of Penalty
1	Staff not in proper uniform	Rs.50/- per staff per day
2	Staff turn up late	Rs.50/- per staff per Hour
3	Failure to provide replacement in time	Rs.100/- per staff per day
4	Absence of staff for full day	Rs.200/- per staff per day
5	Acts of indiscipline by staff	Rs.250/- per staff per day
6	Damage or stealing of any asset of DFCCIL or its officer/staff	50% of the value of stolen goods or Rs.1000/- whichever is more
7	Any other breach	Penalty decided by CPM will be final and binding

(Section 4)**FINANCIAL BID**

1. Office Assistance Services shall be provided as per details given as under:

Sl. No.	Description of work	Number per Month	Rate per man per month (*) (In Rupees)	Amount for One Year (In Rupees)
	A. <u>FOR CPM/Kolkata OFFICE</u>			
1.	Stenographers cum PA	01 Person	16000	1,92,000
2.	Auto CAD Operator	01 Person	18500	2,22,000
3.	Sr Office Assistant/Computer Operator	00 Person	13750	00
4.	Office Assistant/Computer Operator	03 Persons	13500	4,68,000
5.	Office attendant/Peon/ fieldsman	06 Persons	7998 (**)	5,75,856
6.	Security Guards	03 Persons	7998 (**)	2,87,928
	B. <u>FOR BARDHAMAN CAMP OFFICE</u>			
7.	Office Assistant/Computer Operator	01 Person	13500	1,56,000
8.	Office attendant/Peon	02 Persons	7998 (**)	1,91,952
9.	Security Guards	03 Person	7998 (**)	2,87,928
	C. <u>HOUSE KEEPING SERVICES FOR NEWALIPORE</u>			
10.	Cook/Caretaker for New Alipore Guest House	01 Person	7998 (**)	95,976
11.	Sanitary worker for CPM/Kolkata office and Guest House at New Alipore	02 Person	7271 (***)	1,74,504
12.	Sub TOTAL	23 Persons		26,52,144
13.	Travelling Allowance and Daily allowance	L.S.		1,00,000
14.	Total			27,52,144
15.	ESI on S/No.12	4.75%		1,25,977
16.	Grand Total			28,781,21

Note :-

(*) Rate per man per month are inclusive of EPF as applicable.

(**)Daily wage rate of Semi Skilled labour under the Minimum Wages Act notified by Labour Commissioner, Govt of West Bengal.

(***)Daily wage rate of Un Skilled labour under the Minimum Wages Act notified by Labour Commissioner, Govt of West Bengal.

Wages of Unskilled and Semi Skilled Categories in West Bengal as per Joint Labour Commissioned, West Bengals Circular No.1048/Stat/2RW/110/574/2012/LCS/JLC dated 27.12.2012

Category (i)	Designation (ii)	Wage Rate (iii)	ERF @ 13.61% (iv)	ESI @ 4.75% (v)	Bonus @ 8.33% (vi)	Gross pay (vii) =[(iii)+(iv)+(v)+(vi)]
Un Skilled	Sanitary Worker	5739	781.0779	272.6025	478.0587	7270.7391
Semi Skilled	Office Attendant/Peon/Fieldsman/Security Guards/Cook/Care taker	6313	859.1993	299.8675	525.8729	7997.9397

N.B. :

- 1. The bidder must quote their commission in terms of percentage on (Total) item No.14only.**
Which is payable to the outsourced persons as indicated in the financial bid. This percentage shall be applicable on each item of the schedule uniformly.
- 2. Schedule of Quantities of the services is enclosed as Annexure "A"**
The bidders are required to fill in the agency commission in the same form and submit the complete document with their signature on all pages of the document.
- 3. The daily wage rate under the Minimum Wages Act notified by Labour Commissioner, Govt of West Bengal/ Kolkata for various categories of workers mentioned in the chart above shall be deemed to be there reference for calculation of monthly wages of Sl. No. A-4, A-5,B-7,B-8,C-9 & C-10 and may be revised from time to time as per the notification from appropriate authority. The Manpower Service Provider shall be reimbursed accordingly.**
- 4. The above personnel can also be booked on Sundays and in such a case, a weekly rest will be given on any working day of the following week or proportionate payment due shall be made.**
- 6. Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of DFCCIL.**

7. Manpower Service Provider Shall provided 2 sets good quality uniforms to all office attendants, Caretaker, Security guards, Fields man within one month of joining by the staff. DFCCIL shall reimburse the Manpower Service Provider the cost of uniforms provided to staff on actual (as per bills furnished) subject to a ceiling of Rs. 2000/- (max) per outsourced staff. Cloth samples should be got approved by Engineer – in – Charge.
8. 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 along with 15% overheads of DFCCIL, from any amount outstanding or payable to Manpower Service Provider or the Manpower Service Provider shall reimburse the same to DFCCIL
9. Any savings by the Manpower Service Provider, for any reason whatsoever shall accrue to DFCCIL.
10. 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.

(Manpower Service Provider's Name and Address and signature)

Telephone No.

Date:-

Annexure-I

Proforma for Experience Certificate.{on the letter head of the issuing department}

M/s..... has provided Outsourcing of Manpower proving services services to this department and has completed the work/service successfully. The details are as under:

1. Name of work/ service:
2. Agreement/contract number:
3. Nature of service provided:
4. Date of start of service/work:
5. Date of completion of work/service:
6. Total value of work/service during the contract period (if completed):
7. In case of ongoing work/service, please indicate the annual payment for
F.Y. 2010 -11,
F.Y.2011-12,
F.Y.2012-13.

(Name & signature of the officer with seal of the department and phone no.).

Annexure-II

Proforma for Affidavit.{on the letterhead of the bidder}

I _____ Proprietor/Director/Partner of the firm M/s._____ do hereby solemnly affirm that the firm M/s._____ has never been black listed/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of Tender.

Signature of Proprietor/Director/Partner

SCOPE OF SERVICES:

1.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 mentioned in Section – 4)

The Details of scope of work is as follows

(A) Stenographers Cum PA

- I. 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.
- II. Movement and maintenance of files, papers, drawings, within the office, outside DFCCIL Office including Railway and other offices at Kolkata and other places.
- III. Purchase of petty items from the market and keeping accountal of the same..
- IV. Operation of various office equipments like photocopier, fax, telephone, printer, EPABX etc.
- V. Dispatch and receipt of files, letters etc. to and from various Railway offices including various state/central govt. offices/PSU.
- VI. Any other work assigned by DFCCIL in connection with smooth functioning of the office.

(B) Office Assistant/Computer Operator

- I. 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.
- II. Movement and maintenance of files, papers, drawings, within the office, outside DFCCIL Office including Railway and other offices at Kolkata and other places.
- III. Purchase of petty items from the market and keeping accountal of the same.
- IV. Operation of various office equipments like photocopier, fax, telephone, printer, EPABX etc.

V. Dispatch and receipt of files, letters etc. to and from various Railway offices including various state/central govt. offices/PSU.

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

(C) Auto CAD Operator

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

ii. Movement and maintenance of drawings and records there of.

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

iv. Record keeping of all the drawings and related documents.

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

(D) Office Attendant/Peon/Fieldsman

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

II. 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.

III. 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.

VI. Horticulture activities such as maintenance of Gamla.

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

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

VII. Accompanying and assisting DFCCIL officials in field inspections in conducting surveys, taking & recording measurements, carrying necessary plans, records, files & equipments etc.

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

(E) **Security**

- i) To provide round the clock safety, security, watch & ward services for the office, rest house of Dedicated Freight Corridor Corporation of India Limited at Kolkata & Burdwan.
- ii) To maintain the record of the visitor in the DFCCIL Office /Rest House.

(F) **Caretaker**

- i) Cleaning of rooms, dusting of furniture and equipment and windows in the entire Rest house building.
- ii) Preparation and serving tea, coffee, snacks, Breakfast, Lunch, Dinner etc.(Raw material shall be provided by DFCCIL) including cleaning of Utensils used in the pantry etc.
- iii) Ensure proper upkeep of TV including remote, Set top boxes, Refrigerator, Microwave Ovens, Water Purifiers, Fans, Lights, Air Conditioners including remote etc. Liaisoning with AMC provides for periodical check up of equipments covered under AMC, ensuring regular & uninterrupted Cable connection in TVs, ensuring batteries in TV & AC remote are also part of duties.
- iv) Ensure proper accountal of all furniture, equipments, crockeries, linen etc. provided in the Rest House.
- v) Horticultural activities such as maintance of Gamla.
- vi) Ensure timely & proper cleaning & ironing/ dry cleaning of Guest House linen like bed sheets, towels, blankets etc.
- vii) Preventing wastage of Electricity & Water and misuse of facilities of Rest House by outsiders.
- viii) Any other work assigned by DFCCIL in connection with smooth functioning of the Office.

(G) **Sanitary Worker**

Cleaning/sanitation work for DFCCIL's CPM office at 18/N (Ground Floor), Block A, New Alipore, Kolkata and Block No.6, Unit –Q &R of New Alipore Officers Colony. Staffs shall be responsible for cleaning/ sanitation of all the floors of the building, circulation area, common area of the building. The following cleaning services will be done daily from Monday to Saturday at regular intervals so that the areas covered under the contract remain spick and span all the time. For Cleaning materials/items and machines/

equipments etc as required for the work will be supplied by DFCCIL. Sanitary worker will follow the following maintenance schedule:-

(a) Maintenance schedule from Monday to Saturday:-

- (i) Cleaning, sweeping, mopping and wiping of floors, railings, staircase, corridors, pantry, Toilets, Meeting room, chambers, rooms, workstation etc. On morning at 7:30 a.m. so as to complete before 9:15 a.m. The wet mopping of floors, corridors should be carried out at least thrice a day with phenyl/disinfectant.
- (ii) Spraying of Air freshener in the Meeting Room, Chambers of CPM & other Senior officers before office timings;
- (iii) Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Re-stock toiletries, which include liquid hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls in toilets, etc. After daily check-ups in the morning, afternoons and on call basis during daytime. Soap containers, mugs, bucket and all other items available in the toilets in the toilets should be kept absolutely clean throughout the day.
- (iv) Removal of dust, cobwebs, waste/ scrap from all dustbins, cleaning of ashtrays, spittoons etc and disposal of the same in designated spots provided by municipal authorities;
- (v) Disposal of accumulated garbage, waste at least twice in a day and/or at any time when garbage is accumulated in a larger quantity than the capacity of dustbin/garbage drum. The garbage should never be kept overnight in the premises of DFCCIL office.
- (vi) Disposal of garbage, malba, minor building rubbish, earth etc. To be disposed beyond the premises to up to nearest municipal garbage bin.

(b) Maintenance schedule on Holiday

- (i) Acid cleaning of sanitary ware without damaging their shine, scrubbing and cleaning of floors and walls in toilets/rooms, corridors with sop, detergents, or any other chemical using automatic mopper / scrubbing machine to use at least once a week;
- (ii) Washing & scrubbing of staircase;
- (iii) Dusting of false ceiling etc. With soft broom and cloth;
- (iv) Cleaning of sofa seat, carpet with vacuum cleaner;
- (v) Cleaning of brass letter name plates by brasso (polish)
- (vi) Curtains / blinds cleaning with vacuum cleaner;
- (vii) Tiles cleaning with thinner;

- (viii) Cleaning of Terrace, parking area, garden, chajjas, Lifts/Air Conditioners/ Plant rooms, cleaning of cobwebs;
- (ix) Shifting of furniture items, cabinets etc from one floor to another as per the requirement of office in charge.
- (x) Cleaning and dusting of electrical switchboards, light fixtures, fans, air conditioner vents, overhead light fixtures, projectors, fire-fighting equipments, nameplates, plant boxes, doormats etc.

Annexure-IV**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 in specified.
Auto CAD Operator	<ul style="list-style-type: none"> a) Graduation b) Certificate in Auto CAD operation c) Minimum two years relevant experience in specified.
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 in specified.
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.
Cook/Caretaker	<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.
Sanitary workers	<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.

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-V

PERFORMANCE BANK GURANTEE(UNCONDITIONAL)

To DFCC Name & Address of Project

[Acting through------(Project incharge) & Address of the Project]

WHEREAS-----[Name and address of Consultant]

(hereinafter called "the Consultant) has undertaken, in pursuance of Contract/LOA

No.....datedto execute.....

.....[Name of contract and brief description of works](hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Gurantee by a schedule bank for the sum specified therein as security for compliance with his obligations in accordance with the contract.

AND WHEREAS we have agreed to give the consultant such a Bank Gurantee.

NOW THEREFORE we hereby affirm that we are the Gurantor and responsible to you, on behalf of the Consultant, upto a total of _____ [amount of Gurantee],_____ [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertaken to pay you. Upon your forst written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Gurantee] as aforesaid without your needing to prove or to show ground of reasons for your demand for the sum specified therein.

We hereby waive the necessary of your demanding the said debt from the consultant before presenting us with the demand. We further agree that no change or addition to or other modification of the trams of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the consultant shall in any way release us from any liability under this gurantee, and we hereby waive notice of any such change, addition or modification.

This gurantee shall be valid upto _____ (a date 60 days from the date of completion of the work).

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank _____

Address: _____

Date: _____

CHECK LIST OF DOCUMENTS.

1. All pages of Bid document duly stamped & signed by authorised signatory;
2. Demand Draft of Rs. 3,000/- as cost of tender form (in case downloaded from website);
- 3. Demand Draft of Bid Deposit**
4. Financial Bid;
5. Experience Certificate as per **Annexure-I;**
6. Affidavit as per **Annexure-II;**
7. Financial statements as per Eligibility criteria.
8. Registration certificate for ESI, EPF, Service Tax, PAN.

"Annexure-A"

Schedule of Quantities

Sl. No.	Description of work	Number per Month	Rate per man per month (*) (In Rupees)	Amount for One Year (In Rupees)
	C. <u>FOR CPM/Kolkata OFFICE</u>			
1.	Stenographers cum PA	01 Person	16000	1,92,000
2.	Auto CAD Operator	01 Person	18500	2,22,000
3.	Sr Office Assistant/Computer Operator	00 Person	13750	00
4.	Office Assistant/Computer Operator	03 Persons	13500	4,68,000
5.	Office attendant/Peon/ fieldsman	06 Persons	7998	5,75,856
6.	Security Guards	03 Persons	7998	2,87,928
	D. <u>FOR BARDHAMAN CAMP OFFICE</u>			
7.	Office Assistant/Computer Operator	01 Person	13500	1,56,000
8.	Office attendant/Peon	02 Persons	7998	1,91,952
9.	Security Guards	03 Person	7998	2,87,928
	D. <u>HOUSE KEEPING SERVICES FOR NEWALIPORE</u>			
10.	Cook/Caretaker for New Alipore Guest House	01 Person	7998	95,976
11.	Sanitary worker for CPM/Kolkata office and Guest House at NewAlipore	02 Person	7271	1,74,504
12.	Sub TOTAL	23 Persons		26,52,144
13.	Travelling Allowance and Daily allowance	L.S.		1,00,000
14.	Total			27,52,144
15.	ESI on S/No.12	4.75%		1,25,977
16.	Grand Total			28,781,21

(*) Consolidated wages are inclusive of EPF as applicable

N.B.:

1. The bidder must quote their commission in terms of percentage on (Total) item No.14 only.Which is payable to the outsourced persons as indicated in the financial bid. This percentage shall be applicable on each item of the schedule uniformly.

% age Above/Below/At par should be entered by the Bidder/Tenderer only for schedule-I in Figures and Words.

in figures ----- Above/At par/ or below

In words ----- Above/At par/ or below

Signature and seal of Tenderer

NOTE -

- i) The Bidder/tenderer is required to quote the overall single percentage rate above/at par/or below.
- ii) The Bidder/tenderer quoting the rates for individual items will be disqualified.
- iii) The Bidder/tenderer is required to quote the rate in both words and figures. In case of discrepancy, rate quoted in words shall prevail.
- iv) Salary mentioned in ANNEXURE-A is minimum salary to be paid to manpower of different categories.
- v) Bidder should go through Annexure-B before quoting rates.

“ANNEXURE – B”

1. 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% variation shall be negotiated/decided on mutually acceptable terms, provided the rate so arrived does not exceed the originally accepted rate as per agreement.

2.0 Rates

- 2.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
- 2.2 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.
- 2.3 **Services Tax**, as admissible shall be paid extra on submission of proof of depositing the same to concerned Govt Authority **75%** the gross bill value towards service tax, as applicable shall be borne by DFCCIL remaining **25%** of the same shall be borne by the service provider. DFCCIL's part of Service tax (**75%**) shall be paid to the **service provider** in the first month. Second month onwards the same will be paid by **DFCC on production of payment of 100% of previous month's amount to the concerned authority.**
- 2.4 1.75% of the basic of all applicable staff shall be deducted towards ESI. **4.75%** of the basic of all applicable staff shall be **paid by DFCC towards ESI.** The service provider shall be paid **with 4.75% of DFCC's component and 1.75%** basic of staff component of all applicable staff in the first month. Second month onwards the same will be paid by **DFCC on production of payment of 100% of previous month's amount to the concerned authority.**
- 2.5 The quoted rates are inclusive of statutory contribution towards the EPF as applicable. (Employer and Employee's contribution) as per EPF norms.

3.0. TA/DA/Travel facilities**(A) For office Assistant/Computer operator**

		For Metro cities		For other than Metro cities	
		For stay less than '8' Hrs.	For stay more than '8' Hrs.	For stay less than '8' Hrs.	For stay more than '8' Hrs.
1	Daily Allowance	75.00	150.00	50.00	100.00
2	Night Stay Charges	200.00		100.00	
3	Night Travel Charges	150.00 For journeys performed more than 4 Hrs. between 10.PM to 06 AM			

(B) For office Attendant/Peon/Fieldsman

		For Metro cities		For other than Metro cities	
		For stay less than '8' Hrs.	For stay more than '8' Hrs.	For stay less than '8' Hrs.	For stay more than '8' Hrs.
1	Daily Allowance	50.00	100.00	50.00	75.00
2	Night Stay Charges	150.00		75.00	
3	Night Travel Charges	100.00 For journeys performed more than 4 Hrs. between 10.PM to 06 AM			

NOTES:

1. For outstation duty the actual fare of bus/train (SL class) will be reimbursed.
2. For local movement conveyance charges will be paid @ Rs. 4.00 per KM. Subject to minimum of 2.5 KM.(Rs.10/-)This shall be based on self declaration of the staff.
3. Night stay charges shall not be paid at stations where ever DFCCIL's unit offices are located, such as KOLKATA, BURDWAN.