



**Dedicated Freight Corridor Corporation of India Ltd.  
(A Government of India Enterprise)**

**Tender No.: Noida/Hiring of Manpower Services/01/2015**

**TENDER DOCUMENT**

**NAME OF WORK: Engagement of Manpower Service Provider for outsourcing of  
Support Service in DFCCIL under Chief Project Manager Noida**

**June 2015**

**Chief Project Manager Office**

**Dedicated Freight Corridor Corporation of India Limited  
D-89, 1<sup>st</sup> Floor, Sec-2, Noida-201301**

**Phone: +91-120-2542889: Fax:- 91-120-4193877**

**Signature & Stamp of the bidder**

**ENGAGEMENT OF MANPOWER SERVICE PROVIDER FOR  
OUTSOURCING OF SUPPORT MANPOWER SERVICES IN DFCCIL  
UNDER CHIEF PROJECT MANAGER, NOIDA.**

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## Section – 1

Dedicated Freight Corridor Corporation of India Ltd.  
(A Government of India Enterprise under Ministry of Railways)

### NOTICE INVITING BIDS

**Sub:- Engagement of Manpower Service Provider for outsourcing of Support Manpower services in DFCCIL under Chief Project Manager, Noida.**

Sealed bids in a single packet system are invited from reputed, experienced and financially sound companies/Firms/Agencies for engagement of Manpower Services Provider for outsourcing of Support Manpower services for Dedicated Freight Corridor Corporation of India Ltd, Project office at D-89, 1<sup>st</sup> Floor, Sector-2, Noida-201301 as per schedule:-

1.	Tender no.	NOIDA/HIRING OF MANPOWER SERVICES/01/2015
2.	Name of Work	Engagement of Manpower service provider for outsourcing of Support Manpower services.
3.	Duration of contract	One year
4.	Estimated cost of work	Rs. 1.05 Crores
5.	Cost of Tender Form (Non-Refundable)	Rs. 5,000/-
6.	Bid Security	Rs.2,10,000/- only
7.	Sale of Tender Form	03.07.2015
8.	Last date of receipt of bids	24.07.2015 upto 1500 HRS
9.	Opening of bids	24.07.2015 at 1530 HRS.
10.	Address for communication	<b>CPM Noida</b> , D-89, 1 <sup>st</sup> Floor, Sector-2, Noida-201301

Tender form can be purchased from Assistant Project Manager/S&T, DFCCIL, D-89, 1<sup>st</sup> Floor, Sec-2, Noida-201301 on all working days from 1100 hrs to 1700 hrs and upto 1300 hrs on 24.07.2015 on payment of Rs.5,000/- in the form of Demand Draft/Bankers Cheque in favour of Dedicated Freight Corridor Corporation of India Ltd., payable at New Delhi issued by any Nationalized/Indian Scheduled Commercial Bank.

Tender form can also be downloaded from the website [www.dfccil.gov.in](http://www.dfccil.gov.in) and in such case the Tenderer shall deposit the cost of Tender Form amounting to Rs.5,000/- in the form of Demand Draft/Bankers Cheque in favour of Dedicated Freight Corridor Corporation of India Ltd., payable at New Delhi issued by any Nationalized/Indian Scheduled Commercial Bank.

Detailed terms & conditions and future corrigendum/addendum will be posted on DFCCIL website.

Assistant Project Manager/S&T  
DFCCIL/Noida Unit  
Phone No: 0120-2542889

**Section – 2**

Format for Submission of Offer.  
(On letter head of firm/company)

No.: \_\_\_\_\_  
\_\_\_\_\_

Dated:-

**Chief Project Manager  
Dedicated Freight Corridor Corporation of India Limited  
D-89, 1<sup>st</sup> Floor, Sector-2, Noida-201301**

**Name of Work: - Engagement of Manpower Service Provider for outsourcing of Support Manpower services in DFCCIL under Chief Project Manager, Noida.**

**Ref.: Tender No. NOIDA/HIRING OF MANPOWER SERVICES/01/2015.**

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 120 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. A sum of Rs. 2,10,000/- is being submitted as Earnest Money in the form of Demand Draft/Pay Order No..... dated ..... issued by ..... (Name & Branch of the Bank).
3. A sum of Rs.5,000/- is being submitted as payment towards Tender Form in the form of Demand Draft/Pay Order No..... dated ..... issued by ..... (Name & Branch of the Bank).  
*(If form downloaded from website)*
4. The value of the earnest Money shall stand forfeited without prejudice to any other rights or remedies if:
  - i) I/We do not execute the contract agreement within 15 (fifteen) days of the date of issue of Letter of Acceptance or on receipt of notice by the DFCCIL administration that such documents are ready.

- ii) I/We do not submit a Performance Security in the form of an irrevocable Bank Guarantee amounting to 5% of the contract value as per the Performa prescribed by DFCCIL, within 15 days of issue of letter of acceptance.
  - iii) I/We do not commence the work within 15 days after receipt of Letter of Acceptance.
5. 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.
  6. On account of non-acceptance of award or on account of not fulfilling tender conditions within the prescribed time, I/We may be debarred by DFCCIL for further participation in the future tenders of DFCCIL.
  7. I/We certify that quoted rates are inclusive of all tax (except service tax), duties and/or any other statutory levies applicable on the services.
  8. I/We do hereby confirm that I/We have the necessary authority and approval to submit this tender document for the supply of subject service to the DFCCIL. The following persons may be contacted for any information or clarification relating to this Contract.

Signed .....

In the capacity of .....

Duly authorized to sign offers for and on behalf of

.....

Bidder's Name .....

## Section 3.

### Instructions to Bidders

**Chief Project Manager, Noida/DFCCIL**, for and on behalf of DFCCIL invites, bids under single packet system from the bidders for engagement of Manpower Service Provider to provide services of outsourced persons in various categories of Support Manpower Services in DFCCIL, under Chief Project Manager, Noida;

#### 1.1 **ELIGIBILITY CRITERIA FOR MANPOWER SERVICE PROVIDER:-**

S.No	Criteria	Documents required
i.	<p>(i) Bidder should have successfully completed at least one work of providing Support Manpower costing not less than 35% of the estimated cost of work in the last three Financial years (i.e. current year upto tender opening date and three previous financial years viz. 2014-15, 2013-14 and 2012-13) for any government department/PSU. (Date of start of work may not fall in this period.)</p> <p style="text-align: center;"><b>OR</b></p> <p>(ii) In case of an ongoing work, the bidder should be satisfactorily carrying out at least one work of providing Support Manpower services for at least last 12 months (financial year) i.e. 2014-15 with average annual payment not less than Rs. Thirty Five lakhs only in any government department/PSU.</p>	<p>The bidder should submit satisfactory performance reports from Govt./ department/PSU as per Performa given in <b>Annexure-I</b> of the bid document.</p>
ii.	<p>The bidder should have also received payment against satisfactory execution of completed and ongoing contractual works of providing manpower services during last three Financial years i.e. current year upto tender opening date and three previous financial years viz. 2014-15, 2013-14 and 2012-13 as per current ITCC/audited balance sheet of not less than 150% of the advertised estimated cost of work.</p>	<p>Copy of audited Profit/Loss Account, Balance Sheet, copy of Income-Tax Return certified by Chartered Accountant. (If audited balance sheet for 2014-15 has not been finalized, provisional balance sheet duly certified by Chartered Accountant to be enclosed)</p>
iii.	<p>a) Registration for ESI, EPF, Service Tax, PAN number. b) Affidavit that the firm has not been blacklisted for business by any government department/PSU and 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. c) Registered under Contract Labour (Regulation and Abolition) Act'1970 and a valid labour licence under this Act.</p>	<p>Registration certificates/Affidavit/ Documents to be enclosed.</p> <p>Performa of Affidavit is given in <b>Annexure-II</b> of the bid document.</p>

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

### **Details of the Bidder:**

- 1.2 The information regarding S.No.(ii) and (iii) of para 1.1 above may be furnished in the prescribed format as per **Annexure-III**.
- 1.3 Tender form can be purchased from Assistant Project Manager/S&T, DFCCIL D-89, 1<sup>st</sup> Floor, Sec -2, Noida-201301 on all working days from 1100 hrs to 1700 hrs and upto 1300 hrs on 24.07.2015 on payment of Rs. 5,000/- in the form of Demand Draft/Bankers Cheque in favour of Dedicated Freight Corridor Corporation of India Ltd, payable at Delhi issued by any Nationalized/Indian Scheduled Commercial Bank.
- 1.4 Tender Document can also be downloaded from DFCCIL Website (www.dfccil.gov.in) and in such a case, the Tenderer shall deposit the cost of tender documents on payment of Rs.5000/- along with submission of tender in the form of a separate Banker's cheque / Demand Draft / Pay Order, failing which his tender shall not be considered. The cost of tender documents shall be deposited and enclosed in the envelope containing the Earnest Money Deposit. Para 1.3 above may be seen on the Banks whose financial instruments are not acceptable. The amendments / clarifications to the Tender documents will also be available on the above website.
- 1.5 Tender Documents downloaded from DFCCIL website shall be considered valid for participating in the tender process. During the scrutiny of downloaded tender document, if any modification / correction etc. is noticed as compared to the original documents posted on the website, the bid submitted by such a Tenderer is liable to be rejected. In case the bid of a Tenderer who has downloaded the document from website is accepted the contract shall be executed in the original / manual tender document issued by the concerned DFCCIL officer.
- 1.6 Bids must be accompanied by Bid security of Rs.2,10,000/- by a crossed Demand Draft issued by any Nationalized / Indian Scheduled commercial Bank drawn in favour of Dedicated Freight Corridor Corporation of India Ltd, payable at New Delhi. ***Bids received without Bid security shall be summarily rejected.*** No interest shall be paid on Bid Security. The Bid security of the successful bidder shall be adjusted against Retention money. The Bid security will be forfeited if the bidder withdraws or amends, impairs and derogates from the tender in any respect within the period of validity of tender or fails to furnish the Performance security.
- 1.7 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English.
- 1.8 ***The bidder shall quote the commission/service charges in uniform percentage above the gross pay given in Section 6 (Financial Bid).***
- 1.9 Bid documents along with Bid security and cost of tender form should be submitted in sealed covers super-scribed as **Engagement of Manpower Service Provider for outsourcing of Support Manpower services in DFCCIL under Chief Project Manager Noida**, Tender No. Noida/Hiring of Manpower Services/01/2015 and should be deposited in the Tender Box kept in the office of DFCCIL, D-89, 1<sup>st</sup> Floor, Sector-2, Noida - 201301 latest by 1500 hrs on 24.07.2015. The bids would be opened as per schedule in the presence of representatives of the agencies who choose to remain present. Submission of bids by the Bidder implies that he has fully read and understood

the NIT instructions, terms & condition and all other contract documents and other factors bearing on execution of works.

- 1.10 The Employer shall not consider any bid received after the deadline for submission of bids. Any bid received by the Employer after the deadline for submission of bids shall be declared late and rejected.
- 1.11 **Duration of Contract**:- Contract shall be deemed to have commenced after fifteen days from date of issuance of letter of Acceptance or from the date of positioning of manpower whichever is earlier and shall be in force for an initial *period of one year extendable further for maximum one year* with the sole discretion of DFCCIL.
- 1.12 Within 15 days from the date of issue of the letter of award, the successful Bidder will be required to execute the Contract Agreement for Services as per General terms & Conditions of Contract (Section 4) and Special Conditions of Contract (Section 5). The format of the Agreement is placed at **Annexure-IV**. The successful Bidder with whom the contract is signed shall commence the assignment within 1 month from the date of issue of acceptance letter unless further extended by DFCCIL.
- 1.13 DFCCIL reserves the rights to modify, expand, restrict, scrap, re-float the tender without assigning any reasons.
- 1.14 The bidders shall keep their offer open for a minimum period of **120 days** from the date of opening of the bid, being extended further if required by mutual agreement from time to time. Any contravention of the above condition shall make the bidder liable for forfeiture of his Bid Security. The bidders cannot withdraw their offer within the period of validity / extended validity.
- 1.15 ***Bidders are required to give unconditional offers. A conditional offer, having financial implication, is liable to be rejected.***
- 1.16 All entries in the tender form should be legible and filled clearly. Overwriting, cuttings, if any, must be initialed by the person authorized to sign the tender bids.
- 1.17 ***The quoted percentage rates should be in figures and in words. If there is any variation between the rates quoted in figures and in words, the rates quoted in "Words" shall be taken as correct.***
- 1.18 Priority of Documents

Any Ambiguity, discrepancy or conflict between various documents forming the Contract will be settled by prescribing the priority of document. Normally the priority of documents shall be as follows in descending order: -

- i) Contract Agreement
- ii) Letter of Acceptance
- iii) Bidder's accepted Bid
- iv) Special Conditions of Contract
- v) General Conditions of Contract
- vi) Priced Bill of Quantities
- vii) Any other document forming part of the Contract



## SECTION-4

### GENERAL TERMS & CONDITIONS OF CONTRACT

**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.

#### **2.1 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 “Contract time” means period specified in the tender document for entire execution of contracted works from the date of notification of award.

**2.2 Retention Money-** The Bid security of the successful bidder shall be retained by DFCCIL as part of security and adjusted against Retention Money for the faithful fulfillment of the contract by the contractor. In addition, a retention amount equal to 10% of each bill shall be retained till the total security available is 5% of the contract value. The Retention money, unless forfeited in whole or in part according to the terms & conditions, shall be returned to the contractor after 60 days of the completion of the contract. No interest is paid on Retention money.

#### **2.3 Performance security –**

- (i) Besides, retention money, the successful bidder shall also have to submit performance security within 15 days of receipt of Letter of Acceptance, amounting to 5% of the contract value in the form of Bank Guarantee as per prescribed format (**Annexure-V**) from any Nationalized/Indian scheduled commercial bank.
- (ii) The performance security will be furnished after LOA has been issued but before signing of agreement and should be valid upto two months after the completion of the contract. However, a penal interest of 15% per annum shall be charged for the delay beyond 30(thirty) days i.e. 31<sup>st</sup> day after the date of issue of LOA. 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.

2.4 When the contract is rescinded, the retention money shall be forfeited and the performance security shall be encashed.

2.5 DFCCIL reserves the right to increase/decrease the number of manpower under different categories depending as per its requirement.

2.6 **OBLIGATION OF MANPOWER SERVICE PROVIDER**

- (i) 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 is given at **Annexure VI** of the Bid document.
- (ii) It shall be the responsibility of the Manpower Service Provider to employ only adult workers upto the age of 65 whose antecedents have been thoroughly verified, including character and police verification.
- (iii) It shall be the responsibility of the Manpower service Provider to undertake written/skill test and interview and verify the qualification/experience of the outsourced manpower. 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 Manpower immediately and shall provide suitable replacement within 05 days time.
- (iv) If the performance of the outsourced personnel is unsatisfactory, DFCCIL shall give a notice of 10 days to the Manpower Service Provider to take necessary action to improve the performance of outsourced personnel and if the performance does not improve even after 10 days of such communication, the Manpower Service Provider shall provide a replacement acceptable to DFCCIL within 05 days' time. In case the replacement is not done in 5 days time, penalty will be charged as per para 3.7.
- (v) 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, Worksmen 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. The Manpower Service Provider would undertake to indemnify DFCCIL on any cost or liability it may incur on account of such non-compliance, if any.
- (vi) The Manpower Service Provider will, for the purpose, aforesaid continuously monitor the Services being rendered by it to ensure that these are upto the standards required by DFCCIL.

- (vii) 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.
- (viii) 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 letter (s) issued by it to the outsourced person(s) placed at the office of the DFCCIL for discharging defined activities/ functions and summary of fulfilment of essential criteria.
- (ix) 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). ***Any outsourced personnel deputed in DFCCIL can be removed any time by giving notice to the Manpower Service Provider.***
- (x) ***No relationship of employer and employee shall be entertained between the DFCCIL and the outsourced personnel engaged by the Manpower Service Provider.***
- (xi) 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.
- (xii) 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.
- (xiii) 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.
- (xiv) The engagement of outsourced person shall be purely on contract basis through outsource agency.
- (xv) 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.
- (xvi) 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.

- (xvii) 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.
- (xviii) The Manpower Service Provider shall make actual disbursement of wages/salary to the workers and supervisor through Bank accounts. Any dispute arising out of non-payment, short payment or delayed payment has to be settled by the Manpower Service Provider and the workers engaged by Service Provider. However, under no circumstances the actual disbursement shall be less than the agreed amount
- (xix) The Manpower Service Provider shall not terminate the services of hired Manpower unilaterally. In case any hired manpower is proposed to be replaced/ terminated by the Manpower Service Provider, such action should be taken only with approval of DFCCIL.
- (xx) The outsourced manpower deployed by the agency shall not exceed 65 years (except for legal consultant for which the maximum age limit is 63 years). Further the Police verification for background check of outsourced staff should be done invariably by the Manpower Service Provider before deployment.
- (xxi) If an outsourced Support Manpower deployed is absent on a particular day or comes late/leaves early, the extant instructions prevailing in the Company in this regard and as modified from time to time will be applicable. However, no habitual late comer would be allowed to work and it will be the responsibility of the Manpower service provider to provide a substitute.
- (xxii) If a worker proceeds on leave or leaves the job, it will be the responsibility of the manpower service provider to provide a substitute immediately. In case substitute is not provided, deduction of charges will be made on a pro-rata basis from the monthly bills. Further, if a substitute is not provided within 05 days, deduction @ double the charges per worker will be made.
- (xxiii) The Manpower Service Provider shall ensure that they and its Support Manpower engaged in DFCCIL shall maintain absolute confidentiality with regard to the information regarding DFCCIL, its premises, clients business, assets and shall not divulge or make known to third parties and trust, accounts, matters or transactions pertaining to DFCCIL which may in any way come to their knowledge.
- (xxiv) 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 to keep the requisite policies running.

2.7. **Leave:**

(i) **Casual/Sickness Leave:** One day's casual paid leave for every month during the calendar year will be admissible to the outsourced manpower. Un-availed Casual leave will lapse on 31st December of every year and cannot be encashed. (The sanctioning of the leave will be decided by DFCCIL)

(ii) **Privilege Leave:** On completion of every 4 months of continuous working in DFCCIL, five(5) days paid privilege leave will be admissible to the outsourced manpower, which shall lapse on 31st December of every year and cannot be encashed.

(iii) The sanctioning of the leave will be decided by DFCCIL( Reporting Officer) in advance. *In case prior approval is not taken for leave, it will be considered as unauthorized absence and penalty will be as per para 3.7.*

**2.8 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, *a warning 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 support manpower, inability to provide replacement, lackadaisical work, discourteous behavior by the support manpower, 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.

**2.9 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.

2.9(i) For purposes of this clause, "Force Majeure" means an unforeseeable event beyond the control of the Manpower Service Provider and is not because of the Manpower Service Provider's fault or negligence. Such events may include acts of God, severe earthquake, cyclone, floods, fire or explosions, epidemics, strikes/ lockouts (lasting more than 14 consecutive calendar days), civil commotion, or any other reason beyond the control of concerned party.

2.9(ii) If a Force Majeure situation arises, the party claiming the existence of Force Majeure shall within ten days or within shortest possible period without delay, as the case may be, notify the other party about the occurrence of the Force Majeure event and provide the other details of arising and ceasing of the impediment. At the end of the impediment, the party claiming the existence of Force Majeure shall provide necessary documental proof of cessation.

2.9(iii) Unless otherwise directed by DFCCIL in writing, the Manpower Service Provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.9(iv) Should one or both the parties be prevented from fulfilling the contractual obligations by state of Force Majeure lasting continuously for a period of six months, the parties shall consult each other regarding the future implementation of the Project.

**2.10** **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 manpower

**2.11** **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 MD/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.

**2.12** **JURISDICTION OF THE COURTS** -Jurisdiction of courts for dispute resolution shall be NOIDA only.

## SECTION-5

### SPECIAL CONDITIONS OF CONTRACT

#### 3.1 PAYMENT TERMS

The lump sum amount payable by DFCCIL to the Manpower Service Provider every month shall include the remuneration payable for the outsourced manpower, the commission payable to the Manpower Service Provider, applicable Service Tax & proportionate cost.

The aforesaid consideration will be paid by DFCCIL to the Manpower Service Provider within 15 days against the monthly invoices raised by Manpower Service Provider at the end of each month, in duplicate. Deduction towards *Income Tax* as applicable under the Income Tax Act, 1961, shall be made from all payments made to the manpower service provider and in respect of such deductions *necessary certificates of Tax Deduction shall be given.*

The Manpower Service provider on award of work shall submit the breakup of gross pay in various components including statutory provisions. The Manpower Service Provider shall provide details with documentary proof every month regarding submission of statutory payments towards PF, ESI etc. in account of outsourced personnel with the appropriate authorities.

The monthly payment to the outsourced personnel shall be made as per rates quoted by 5<sup>th</sup> day of every month. In case, if the 5<sup>th</sup> day happens to be a holiday or subsequent days happen to be holiday, payment shall be made on the next working day.

3.2. 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 provided that Cost to the Company does not increase.

3.3 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 Manpower Service Provider and the manpower deployed by it shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of DFCCIL.*

- 3.4 QUANTITY VARIATION** – An item-wise excess/saving upto ( $\pm$ )100% in quantities/ period can be done at the discretion of DFCCIL at the same rate and conditions with overall variation within ( $\pm$ )50% of contract value.
- 3.5 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.
- 3.6 SERVICE TAX** - Service Tax as applicable shall be paid by DFCCIL as per prevailing law.
- 3.7 PENALTY**- *Penalty for an amount of Rs.500/- to Rs.2,000/- per case per day* depending on the nature of unsatisfactory service, will be deducted from the due amount in the following conditions:
- a. Frequent late comer/absence of outsourced manpower;
  - b. Any indisciplined behavior by the outsourced manpower which includes taking alcohol, using foul language, getting involved in objectionable activities, etc;
  - c. Discourteous behavior towards any officer or manpower of DFCCIL;
  - d. Not carrying out the duties in a satisfactory manner; and
  - e. Damage or stealing of any asset or property of DFCCIL or officers and manpower of DFCCIL.
  - f. Inability to provide replacement as per clause 2.6 (iv) (Section 4), of the Tender document.

Note: CPM/Noida or any other officer of Noida unit authorized by CPM/Noida, would be the competent Authority to decide the penalty amount and approve the penalty.



**(Section 6)**

On letterhead of the Manpower Service Provider

**FINANCIAL BID**

To,

**Chief Project Manager  
Dedicated Freight Corridor Corporation of India Limited  
1<sup>st</sup> Floor, D-89, Sec-2, Noida-201301**

**Sub: Rates for Support Manpower Services**

Sir,

We are submitting our rates for Support Manpower Services as per details given as under:

<b>Sl. No.</b>	<b>Category</b>	<b>Experience</b>	<b>Tentative number of manpower</b>	<b>Approx Gross pay p.m. (incl. of ESI, EPF) (in Rs.)</b>
1	<b>Steno/Executive Assistant</b>	TWO YEARS & ABOVE	03	16000
2	<b>Computer Operator Cum Office Assistant</b>	TWO YEARS & ABOVE	15	13500
3	<b>Auto CAD Operator</b>	TWO YEARS & ABOVE	02	18500
4	<b>Consultant/Legal</b>	FIVE YEAR & ABOVE	01	30000
5	<b>Land Consultant like Patwaries etc</b>	Well conversant person with Revenue land records	21	16000

6	Peon/Attendant/Field men	-	21	10512/-
<b>Total Number of Support Manpower</b>			<b>63</b>	
Agency's Commission/service charges(____%) above on Gross Pay (in figures)				
Agency's Commission/service charges(____%) above on Gross Pay ( <i>in words</i> )				

**Note: The Manpower service Provider on award of work shall submit the breakup of monthly CTC in various components including statutory provision like ESI, EPF, etc.**

**NOTE:**

1. Service Tax at applicable rates will be paid extra by DFCCIL.
2. Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of DFCCIL.
3. Besides the categories mentioned above, DFCCIL may ask the Manpower Service Provider to provide other categories of manpower 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.
4. ***The Gross Pays shown above are indicative only.*** Actual Gross Pay to be paid to deployed staff would be decided by DFCCIL from time to time, based on competency of staff. Commission/Service Charge as accepted by DFCCIL would be payable on the Gross Pay (CTC).
5. **T.A./DA entitlements:-**
  - a) **Travelling Allowance:-**Actual Fare of the Bus/Train (Sleeper Class) shall be reimbursed for local as well as outstation travel, subject to the production of Tickets. In addition to the Bus/Train Fare, actual auto rickshaw charges (subject to the maximum rate prescribed by Appropriate Authority) shall also be payable for outstation duty (between nearest Railway Station/Bus Stand to Office) in cases wherein city bus service or local trains or metro trains are not available.
  - b) **Daily Allowance:-** DA shall be admissible at the rate of **Rs 175/day** to Peon/Fieldmen and **Rs 350/day to Other Staff**. Daily allowance may be drawn for broken period of a "Day" i.e. 30% for absence from HQ for less than 6 hours and 70% for absence from HQ for 6 hours and more but less than 12 hours duration and 100% for absence for above 12 hours duration. This is applicable only where place is beyond 8 KM from Headquarter and to be certified by Appropriate Authority.
  - c) **Night Stay Charges:-** Night halt/stay at outstation would be payable at the rate of **Rs 175/300** to peons/ other staffs per night respectively, subject to approval/certification by Appropriate Authority.

Manpower Service Provider's Name with signature:-

Manpower Service Provider's Name and Address and signature

Telephone No.

Date:-

## ANNEXURES

TENDER NO. Noida/Hiring of Manpower Services/01/2015

### Annexure-I

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

M/s..... has provided Outsourcing of Support Manpower to this department and has completed or has been discharging(\*)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 award of Service/Work:
5. Actual Date of start of service/work:
6. (\*)Actual Date of completion of work/service :
7. Value of the awarded work/Service
8. (\*)Total actual value of work/service during the contract period (if completed):
9. (\*)In case of ongoing work/service, please indicate the annual payment for F.Y.  
2012-13, 2013-14, 2014-15

{Note: (\*) Strike off whichever is not applicable}

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

**Performa 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**

**FORMAT FOR SUBMITTING ELIGIBILITY BID BY THE AGENCY**

S. No.	Particulars	Details				
	Name of agency					
	Address with telephone and Fax no.					
	Status of applicant (Individual/proprietorship firm/ partnership firm/ private limited/ society/ autonomous bodies (attach documentary evidence))					
	Types of the services provided (experience certificates to be enclosed)					
	Manpower details of last three years indicating no. of man month services provided in India year wise.	Name of Client	No. of Manpower months (year-wise)			
			2012- 2013	2013- 2014	2014- 2015	Current year upto tender opening date
	Annual turnover of the last three financial years (audited financial statement of last three financial years to be enclosed with documentary evidence)	2012-2013	2013-2014	2014- 2015	Current year upto tender opening date	
	EPF Establishment Registration No. (attach documentary evidence)					
	ESI Establishment Registration No. (attach documentary evidence)					
	PAN No. (attach documentary evidence)					
	Service tax registration No. (attach					

	documentary evidence)	
	Other registration details under other applicable labour laws. (attach documentary evidence)	
	List of Clients along with their placement turnover in number (last three years)	
	Attach satisfactory performance report from existing clients from Govt./PSU/Autonomous Bodies	
	Executive Summary about the Agency	

I hereby declare that the information furnished above is correct and no fact has been concealed. I will be wholly responsible in case any discrepancy is found at any later stage.

(Signature of Authorized signatory of Agency)

Name/Designation

Office Stamp:

**FORM OF AGREEMENT**

(To be executed on requisite value of stamp papers)

**AGREEMENT**

**This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2015 BY AND BETWEEN** Dedicated Freight Corridor Corporation of India Limited (DFCCIL), a company incorporated under the Companies Act, 1956 and having its Office, at D-89, 1<sup>st</sup> Floor, Sec-2, Noida-201301. (hereinafter referred to as “**DFCCIL**” which expression shall, where the context admits, include its successors and assigns) **OF THE ONE PART**

**AND**

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

**WHEREAS:-**

1. The Employer is desirous that certain works should be executed by the Manpower Service Provider viz. Tender No. **Noida/Hiring of Manpower Services/01/2015** (hereinafter called “the works”, and has accepted a Bid by the Manpower Service Provider for the execution and completion of such works and the remedying of any defects therein.

**NOW THIS AGREEMENT WITNESSETH as follows:**

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement in the following order of priority:
  - a) Letter of Acceptance of Tender
  - b) Notice Inviting Tender
  - c) Instructions to the Tenderers
  - d) Terms and Conditions of Contract
3. In consideration of the payments to be made by the Employer to the Manpower Service Provider as hereinafter mentioned, the Manpower Service Provider hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenant to pay the Manpower Service Provider in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**IN WITNESS**

Where of the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the authorised signatory)

(Name, Designation and address of the authorised signatory)

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

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

**Witness:**

**Witness:**

**1.**

**1.**

**2.**

**2.**

Name and address of the witnesses to be indicated.



Bank Guarantee No.....

To,

Reference: Contract No. \_\_\_\_\_ awarded on \_\_\_\_\_

This bank guarantee made on this \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year) between (name of Bank) carrying on its banking business under banking regulation act, 1949 have registered office at \_\_\_\_\_.

And one of its branches at \_\_\_\_\_ (hereinafter called the "Bank" which expression shall, unless repugnant to the context or meaning thereof, includes its successors and permitted assigns) of the one part and Dedicated Freight Corridor Corporation of India Ltd. (hereinafter called "the Employer") of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract No. \_\_\_\_\_ for construction of \_\_\_\_\_ (hereinafter called "the contractor")

\_\_\_\_\_ To M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called "the contractor")

And whereas the Bank Guarantee is for Rs. \_\_\_\_\_. (Rs. in words) against the above mobilization Advance amount of Rs. \_\_\_\_\_ (Rs. in words).

Now, we that undersigned of the bank begin fully authorized to sign and to incur obligation for and on behalf of the Bank hereby declare that the said Bank will guarantee the Employer the full amount of Rs. \_\_\_\_\_ (Rs. in words) as stated above.

We, the bank, do hereby unconditionally and without demur guarantee and undertake to pay the employer immediately on demand any of all money payable by the contractor to the extent of Rs. \_\_\_\_\_ (total guaranty amount in figure & words), without any demure, reservation, context recourse or protest and/or without any reference to the Contractor.

Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the contractor on any dispute pending before any court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee. This guarantee is valid till \_\_\_\_\_.

**Signature of Bidder**

## CATEGORY &amp; ESSENTIAL QUALIFICATION/EXPERIENCE

SN	CATEGORY	ESSENTIAL MINIMUM QUALIFICATION/EXPERIENCE	Number
1.	Steno/Executive Assistant	a) Three years Diploma in Office Management OR Intermediate with pass marks. b) Dictation (10 minutes @ 80 words per minute). c) Transcription (50 minutes – English – on computer) d) MS-Office (Word, Excel and Power Point). e) <u>MINIMUM TWO YEARS</u> relevant experience	03
2.	Computer Operator Cum Office Assistant	a) Three year Diploma in Office Management OR Intermediate with pass marks. b) MS-Office (Word, Excel and Power Point) c) <u>MINIMUM TWO YEARS</u> relevant experience.	15
3.	Auto CAD Operator	a) Graduation OR Intermediate with minimum 50% of marks. b) Certificate in Auto CAD operation. c) <u>MINIMUM TWO YEARS</u> relevant experience.	02
4.	Consultant/Legal	<b>Minimum Qualification:</b> Candidate should be law graduate from a recognized university.  <b>Essential Requirement:</b> Candidate should have <i>experience of at least five years</i> in any one or more areas such as dealing the matters related to land acquisition, arbitration matter, court cases related to civil suit, service matter, tax matter & corporate issues. Candidate should also have experience of drafting the application, reply, deeds and examination of legal documents.  <b>Desirable Requirement:</b> Preference may be given to the following attributes: (a) Candidate retired from Railways, Central/State Govt. and Central PSUs having experience to deal legal matters, court cases and legal vetting of documents.  (b) Candidates who are registered with State Bar Council and authorised to do legal practice before any court with the above eligibility.  (c) Candidate having post graduate in law or post graduate diploma in addition to above qualification.	01
5.	Land Consultant like Patwaries etc.	Well conversant person with Revenue land records	21

6.	Peon/Attendant/Field man	Literate able body person with minimum pass in Class VIII.	21
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Note:

*(1)The above categories /manpower can increase/decrease as per the requirement of DFCCIL from time to time.*

## **CHECK LIST OF DOCUMENTS.**

1. All pages of Bid document duly stamped & signed by authorized signatory;
2. Demand Draft of Rs. 5,000/- as cost of tender form;
3. Demand Draft of Rs. 2,10,000/- as EMD;
4. Financial Bid;
5. Experience Certificate as per Annexure-I;
6. Affidavit as per Annexure-II;
7. Bidder's details as per Annexure-III (Registration certificate for ESI, EPF, Service Tax, PAN to be attached with this Annexure);
8. Financial statements as per Eligibility criteria.