

Tender for outsourcing manpower for office assistance/TDL | 2014

TENDER NOTICE

Sub:- Engagement of Manpower Service Provider for outsourcing of 'Watch & Ward and Housekeeping' in DFCCIL's Agra, Aligarh Etawah & Kanpur offices under CPM/Tundla.

Sealed bids in a single packet system are invited from established, experienced and reputed firms/ organizations and other financially sound Agencies for engagement of Manpower Services Provider for outsourcing of 'Watch & Ward and Housekeeping' in DFCCIL's Agra ,Aligarh Etawah & Kanpur offices under CPM/Tundla.

| | | |
|----|--------------------------------------|--|
| 1. | Tender no. | TDL/EN/Tender/Watch & Ward and Housekeeping 2014 |
| 2. | Type Of Tender | Open Single Packet |
| 3 | Name of Work | Engagement of Manpower Service Provider for outsourcing of 'Watch & Ward and Housekeeping' in DFCCIL's Agra,Aligarh, Etawah and Kanpur offices under CPM/Tundla. |
| 4 | Duration of contract | Two years |
| 5 | Estimated cost of work | Rs. 48,56,420/- |
| 6 | Cost of Tender Form (Non-Refundable) | Rs. 3,000/- (Rupees five thousand only) |
| 7 | Earnest money deposit | Rs 97128/-only |
| 8 | Sale of Tender Form & Closing date | 15.12.14 During working hrs of Office 16.01.15 at 11:00 Hrs |
| 9 | Last date of receipt of bids | 16.01.15 upto13:00 HRS |
| 10 | Opening of bids | 16.01.15 at 14:00 HRS. |
| 11 | Address for communication | Chief Project Manager,DFCCIL,E-751,Shweta Bhawan, Kamla Nagar,AGRA,282005 |

Tender for outsourcing manpower for office assistance/TDL | 2014

Tender form can be purchased from the above address on all working days from 10:00 hrs to 17:00 hrs and upto 11:00 hrs on 16.01.15 on payment of Rs.3,000/- in the form of Demand Draft/Bankers Cheque in favour of DFCCIL, AGRA issued by any Nationalized Bank of India or any Scheduled Bank.

Tender form can also be downloaded from the website www.dfccil.org. In that case, the demand draft of Rs. 3,000/- as cost of tender must be enclosed with the bid document separately. Detailed terms & conditions and future corrigendum/addendum will be posted on our website.

CPM/TDL

Engagement of Manpower Service Provider for outsourcing of 'Watch & Ward and Housekeeping' Services in DFCCIL's Agra, Aligarh, Etawah & Kanpur offices under CPM/Tundla.

TABLE OF CONTENTS

| | | |
|--------------|---|------------|
| Section 1. | Instructions to Bidders | Page 5-10 |
| Section 2. | General Terms & Conditions of Contract | Page-11 |
| Section 3. | Special Conditions of Contract and Specifications | Page 12-17 |
| Section 4. | Financial Detail | Page 18-20 |
| ANNEXURE-I | Performa of Experience Certificate | Page-21 |
| ANNEXURE-II | Performa for Affidavit | Page 22 |
| ANNEXURE-III | Scope of Service | Page 23-24 |
| ANNEXURE-A | Schedule of Quantity | Page 25-26 |

Tender for outsourcing manpower for office assistance/TDL | 2014

To,
Chief Project Manager,
DFCCIL, E-751,
Shweta Bhawan
Kamla Nagar, AGRA, 282005

Name of Work: -Engagement of Manpower Service Provider for outsourcing of 'Watch & Ward and Housekeeping' Services in DFCCIL's Agra, Aligarh, Etawah & Kanpur offices under CPM/Tundla.

Ref.: Tender No. TDL/EN/Tender/ Watch & Ward and Housekeeping /2014

1. Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, I/ We the undersigned, offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.
2. I/We undertake that, if our bid is accepted, I/We shall execute 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..
3. If the bid is accepted, I/We shall submit the performance guarantee & security deposit as per the conditions mentioned in the contract.
4. I/We agree to abide by this bid for a period of 90 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money.
5. Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award 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. Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration or replacement.

Dated this Day of (the month and year)

Signature of Authorised Signatory

In capacity of

Duly authorized to sign the bid for and on behalf of.....

The cost of bid document: Rs.3,000/- (if down loaded from website)...

Crossed D.D. no. dated

Drawn on bank:

Signature of Bidder

Bidders Address

Section 1.

Instructions to Bidders

Chief Project Manager/DFCCIL/AGRA, for and on behalf of DFCCIL invites, bids under Single packet system from the bidders for Engagement of Manpower Service Provider for outsourcing of 'Watch & Ward and Housekeeping' Services in DFCCIL's Agra, Aligarh, Etawah & Kanpur offices under CPM/Tundla.

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 | <p>Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which bid is invited should be either of the following: -</p> <p>a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost. or</p> <p>b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost. or</p> <p>c. One similar completed work costing not less than the amount equal to 80% of the estimated cost from any Govt./PSU/Public Limited Company. Similar kind of work is defined as work of providing Man power for office work such as Steno, personal assistant, Auto cad operator, Office Assistant, Office Attendent etc.</p> | The bidder has to submit certificate issued by the concerned authorities as per Profarma given in "Annexure-I of the bid Document. |

Tender for outsourcing manpower for office assistance/TDL

2014

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| iii | <p>Annual Turnover:-- Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.</p> | |
| iv | <p>a. The Registration for ESI ,EPF ,Service Tax ,Pan No. with the appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.etc and a copy of the registrations should be submitted with the bid documents.</p> <p>b. Affidavit that the Firm has not been black listed for business by any Govt./PSU/Public Limited Company and reputed firms/ organizations or . 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.</p> <p>c. Registered under Contract Labour (Regulation and abolition) act 1970 and a valid license under this act.</p> | <p>Registration Certificates /Affidavit/ Documents to be enclosed . Govt./PSU/Public Limited Company.</p> <p>Proforma for affidavit is given in Annexure-II of bid Document.</p> |

Note:- Consortium bidding shall not be allowed at any stage for fulfillment 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 | |

Tender for outsourcing manpower for office assistance/TDL

2014

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|----|--|---------|---------|---------|
| | bodies(attach documentary evidence) | | | |
| 4 | No of Manpower/year to the services provided | | | |
| 5 | Annual turnover of last three financial years | 2011-12 | 2012-13 | 2013-14 |
| 6 | EPF Establishment Code (attach documentary evidence) | | | |
| 7 | ESI Establishment Registrant No. (attach documentary evidence) | | | |
| 8 | PAN No. (attach documentary evidence) | | | |
| 9 | Service Tax Registration No. (attach documentary evidence) | | | |
| 10 | Other Registration No.s under other applicable labour laws (attach documentary evidence) | | | |
| 11 | Satisfactory Performance Report from existing clients | | | |
| 12 | List of clients worked with for similar work experience. | | | |

- 1.3 Tender form can be purchased from the above address on all working days from 10:00 hrs to 17:00 hrs and upto 11:00 hrs on 16.01.15 on payment of non refundable Rs.3,000/- in the form of Demand Draft/Bankers Cheque in favour of DFCCIL, AGRA issued by any Nationalized Bank of India or any Scheduled Bank. Tender form can also be downloaded from the website www.dfccil.org .Downloaded tender form must be accompanied with non refundable Rs.5000/- demand draft in favour of Dedicated Freight Corridor Corporation of India Ltd, payable at AGRA. Detailed terms & conditions and future corrigendum/addendum will be posted on our website
- 1.4 Bids must be accompanied by an Earnest Money of Rs 97128/- by a crossed Demand Draft issued by any Nationalized / Scheduled Bank drawn in favour of Dedicated Freight Corridor Corporation of India Ltd, payable at AGRA . Bids received without earnest money shall be summarily rejected. No interest shall be paid on EMD. The EMD of the successful bidder shall be adjusted against Security deposit. The earnest money deposit (EMD) will be forfeited if

the bidder withdraws or amends impairs and deviate from the tender in any respect within the period of validity of tender.

1.5 Preparation of proposal:--

1.5a 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.

1.5b The proposal should include a covering letter as on page 4 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.

1.6 In preparing the 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 may result in rejection of the proposal submitted by the Bidder.

1.7. Non submission of any requisite paper as per eligibility criteria 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 envelope. 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 will be awarded the work.

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

1.9 Proposal should essentially contain

a) Requirement of document as per eligibility criteria as per page no 5, 6 & 7.

b) Details of bidders as per page no 6.

c) Forwarding Letter given in the Bid document.

d) Power of Attorney of authorized person who signed the tender document.

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

f) This document duly signed on all pages & signed copy of The General Conditions of Contract July 2013 (Part-II)

g) Earnest Money Deposit

h) Financial proposal in ANNEXURE A as demanded in % above/at par/Below as given in schedule.

i) Rs 3,000/- tender form cost if applicable.

1.10 In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions of Section 4. The Financial Proposal should follow Standard Forms as ANNEXURE A.

1.11 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 initialed 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 including GCC July 2013(Part-II). 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 envelope must be super scribe tender no., name of the bidder and clearly marked "DO NOT OPEN, EXCEPT IN THE PRESENCE OF DFCC'S REPRESENTATIVES"

1.15 Completed proposal must be delivered at the Submission address mentioned in the document on or before the time and date as stated in Tender Notice . Any proposal received after last date and time of receipt of Bid shall be returned unopened.

1.16 PROPOSAL EVALUATION

General

1.16.1 The Evaluation Committee appointed by DFCC shall carry out its evaluation on the basis of their responsiveness as per *Eligibility criteria* as given in section1, 1.1.

1.16.2 The *Eligibility criteria* 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 proposal.

Firms having found meeting all criteria & lowest among them bidder shall be considered for award the work.

1.17 Negotiations

1.17.1 The aim of negotiations (if required) is to reach agreement on all points, and initial a draft contract by the conclusion of negotiations.

1.17.2 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.

1.18 Award of Contract

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

1.18.2 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 for Consultancy Services as per General Conditions of Contract for Consultancy Services (section 2) and Special Conditions of Contract (section 3).

1.18.3 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 CONDITIONS OF CONTRACT

The General Conditions of Contract July 2013 (Part-II) of the Indian Railways is applicable with latest correction slips and amendments issued from Indian Railways.

The General Conditions of Contract July 2013 (Part-II) of the Indian Railways, along with latest correction slips and amendments, will form part of the tender/contract documents.

In case, there is an ambiguity in any definition, the decision of DFCCIL regarding the interpretation shall be final and binding.

Wherever there is conflict in any condition between GCC and special condition mentioned in tender documents. The condition mentioned in special condition of contract will prevail. However Engineer-in-charge's decision in this connection shall be final and binding.

The General Conditions of Contract July 2013 (Part-II) of the Indian Railways, along with latest correction slips and amendments up to 30-04-2014 is enclosed in a separate booklet which will form part of the tender/contract documents.

Tenderer(s) are requested to sign under his /their official seal at the bottom left hand side of each page of this booklet and submit along with original offer. GCC can be downloaded from <http://www.irssea.org.in/irssea/gcc-2013-july.pdf>.

SECTION-3

SPECIAL 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 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.

3.2 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 *one month*. In case

of unsatisfactory performance of the contract, 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 Outsourcing of Manpower providing services staff, inability to provide replacement, lackadaisical work in maintaining cleanliness, 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 staff is 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, Workmen 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/decreases 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 Dy.C.L.C/Kanpur for minimum wages (for various category of workers) is effective from October 2014 and this will be treated as the 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 upto the standards required by DFCCIL.

Tender for outsourcing manpower for office assistance/TDL 2014

- 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 provides adequate cover to the outsourced persons for death, disability, sickness etc. DFCCIL shall not be liable to pay or bear any premium / compensation at any stage in respect of Insurance made by Manpower Service Provider to cover the risk (death,disability,sickness) etc. Manpower Service Provider shall submit the copies of such policies and their renewal receipts as well as documentary evidence of payment of premiums to DFCCIL and shall act all times keep the requisite policies running.
- 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 as mention below.

| Sr. No | Category of personnel | Qualification & Experience | Consolidated Wage |
|--------|------------------------------------|---|--|
| 1 | Watch & Ward | At least 8 th Pass having sound knowledge of security, | At Kanpur-10890 At Agra-9270 At Aligarh-9270 At Etawah-7680 |
| 2 | Employment for Sweeping & Cleaning | Having sound health | At Kanpur-9870 At Agra-8190 At Aligarh-8190 At Etawah-6600 |

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

Tender for outsourcing manpower for office assistance/TDL | 2014

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 outsourced 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 Dress of their Logo to watch & Ward staff at their on cost, however house keeping staff should well dressed.
- 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. It is the responsibility of man power service provider to arrange rest giver and leave reserver.

- 3.23 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.
- 3.24 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.
- 3.25 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.
- 3.26 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.
- 3.27 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.
- 3.28 SERVICE TAX - Service Tax as applicable on gross value of each running account bill shall be paid/re-imbursed by DFCCIL as per prevailing law and as detailed in financial section.
- 3.29 Security Deposite: Earnest Money deposit of the successful tenderer shall be converted into security deposit. Balance security deposit shall be recovered @10% through running account bills till it reaches 5% of the contract value.
- 3.30 Performance Guarantee (PG) in the form of Bank Guarantee or Fixed Deposit Receipt (FDR) to be submitted within 30 days from the date of issue of Acceptance Letter, an irrevocable for the amount 5% of the contract value.

3.31 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.

3.32 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 behavior by the staff;
- Discourteous behavior towards any officer or staff of DFCCIL;
- 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 turn up late | Rs.50/- per staff per Hour |
| 2 | Failure to provide replacement in time | Rs.100/- per staff per day |

Tender for outsourcing manpower for office assistance/TDL 2014

FINANCIAL DETAIL (Section 4)

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

| Sr.no | Location | Rate per day | Rate per month | No | Total in Rs. |
|---|----------|--------------|----------------|----|------------------|
| 1 | Kanpur | 363 | 10,890 | 72 | 784,080 |
| 2 | Agra | 309 | 9,270 | 72 | 667,440 |
| 3 | Aligarh | 309 | 9,270 | 72 | 667,440 |
| 4 | Etawah | 256 | 7,680 | 72 | 552,960 |
| Employment for sweeping and cleaning | | | | | |
| 5 | Kanpur | 329 | 9,870 | 24 | 236,880 |
| 6 | Agra | 273 | 8,190 | 24 | 196,560 |
| 7 | Aligarh | 273 | 8,190 | 24 | 196,560 |
| 8 | Etawah | 220 | 6,600 | 24 | 158,400 |
| Total Bidding Amount | | | | | 3,460,320 |
| PF Contribution of DFCCIL 12%(Basic+VDA) Upto Rs.15000 | | | | | 415,238 |
| ESI Contribution of DFCCIL(4.75%) | | | | | 164,365 |

N.B. :

- The bidder must quote their commission in terms of percentage on (Total Bidding Amount Rs.3460320) Total amount is payable to the outsourced persons as indicated in the Financial Detail.
- Schedule of Quantities of the services is enclosed as Annexure "A". The format will also be used for payment schedule by the successful bidder. 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.
- The daily wage rate under the Minimum Wages Act notified by Dy.CLC/Kanpur for various categories of workers mentioned in the chart above shall be deemed to be the reference for calculation of monthly wages and may be revised from time to time as per the notification from appropriate authority. The Manpower Service Provider shall be reimbursed accordingly.
- Services Tax, as admissible as per provisions of service tax rules 1994, shall be paid extra on submission of proof of depositing the same to concerned Govt Authority.

Tender for outsourcing manpower for office assistance/TDL | 2014

DFCCIL's part of Service tax as admissible as per Service Tax Rules 1994 (reverse charge rules) , 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.

5. Rates

5.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.

5.2 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.

6. The service provider shall be paid for ESI 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.
7. 12% of the (basic+VDA) of all applicable staff having pay Rs.15000 or less shall be paid by DFCCIL towards EPFS.
8. The service provider shall be paid with 12% of DFCC's component on (basic+VDA) 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 (EPFS) as per EPFS 1952 Chapter V page 43 & 44. EPF rules and regulation is applicable as per latest govt rules.
9. The Manpower Service Provider on award of work shall submit the breakup of monthly CTC in various components indicating statutory provisions. The Manpower Service Provider shall submit proof of payments to employee and statutory authorities of EPF & ESI on a monthly basis and other statutory provisions on timely basis. In case of default in payment of statutory provisions by the Manpower Service Provider, DFCCIL shall deposit the amount of statutory provisions and shall be entitled to deduct the same from any amount outstanding or payable to Manpower Service Provider and on account bill/ final bill will not be processed. Any savings in Emolument made by the Manpower Service Provider, for any reason whatsoever shall accrue to DFCCIL.
10. Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of DFCCIL.
11. Any savings by the Manpower Service Provider, for any reason whatsoever shall accrue to DFCCIL. Besides the categories mentioned above, DFCCIL may ask the

Manpower Service Provider to provide other categories of staff also on hiring basis.

12. The essential qualifications/pay structure for such categories shall be decided by mutual agreement and the services will be provided at the agreed commission.
13. If the tender is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfillment of the contract.
14. This amount of Security Deposit shall be forfeited, if the Tenderer(s)/Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.

QUANTITY VARIATION

Rates quoted in the schedule of items shall be valid for a variation of the quantity up to maximum of (\pm) 25% for each item. In case of variation in quantities beyond \pm 25%, the rates for the additional quantities beyond \pm 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.

Manpower Service Provider's Name with signature: -

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 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.2007-08
F.Y.2008-09
F.Y.2009-10
F.Y.2010-11
F.Y. 2011-12,
F.Y.2012-13,
F.Y. 2013-14.
F.Y. 2014-15,

(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.

The Details of scope of work is as follows-

Watch & Wards duty (3 no in each unit - Aligarh, Kanpur, Etawah & Agra)

1. Screening of visitors to the entrance and maintaining visitor's register.
2. Maintaining in and out registers with vehicle no. in and out timings etc and providing requisite details whenever required.
3. Controlling the vehicle movement at entry/exit points of parking area & main office entrance.
4. Watch of the premises comprising of DFCCIL officers chamber, equipments in their chamber etc.
5. Security of DFCCIL's Office including bottom floor (where exist) and personnel working in the premises.
6. Providing position report to concern in charge whenever required.
7. Evacuation of illegal person/vehicle and other encroachments in circulating area and parking area.
8. Emergency measures for firefighting in the entire premises.
9. Any other security related tasks assigned from time to time by DFCCIL officials.
10. DG set starting and switching off at the time of failure of Electric supply.
11. Putting all lights, Fans, AC off during idle period.
12. Operating water pump at schedule time and ensuring filling of overhead tank, all taps closed condition.
13. Generally duty hours of the watch cum wards is of 12Hrs and as it comes under Intermittent Essential Group as per Chief Labour Commissioner act under railway servant rule having effective duty hrs is 10Hrs.
14. As service provider has to manage a huge group of person hence rest giver, Leave reservoir are managed by their own management.

Cleaning & sweeping Staff (1 No in each unit Agra, Aligarh, Etawah, Kanpur)

1. One time cleaning of private toilet of Officers and three times cleaning of service toilets in a day. Cleaning agent will be provided by DFCCIL.
2. Sweeping complete floor area of office building and after that wet wiping before arrival of officials.
3. Emptying all rooms dustbin.
4. Cleaning all washbasins and attached mirror.
5. Cleaning all out let of Office building to avoid choking.
6. Collected garbage to be disposed to municipality collect point.

7. Cleaning all webs on ceiling and ceiling fans cleaning.
8. Topping all coolers tanks in summer and checking all out drain of AC.
9. Dusting all glasses, panels doors and windows etc.
10. Grass cutting and trimming of front gardens.
11. Dusting of all equipments, tables and chairs of officers/officials working in the office carefully with causing any damage.

CHECK LIST OF DOCUMENTS.

1. All pages of Bid document & GCC July 2013 (Part-II) 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 EMD ;
4. Experience Certificate as per Annexure-I;
5. Affidavit as per Annexure-II;
6. Financial statements as per Annexure A.
7. Registration certificate for ESI, EPF, Service Tax, PAN.

Tender for outsourcing manpower for office assistance/TDL | 2014

Annexure "A"

Schedule of Quantities

| Sr.no | Location | Rate per day | Rate per month | No | Total in Rs. |
|---|----------|--------------|----------------|----|------------------|
| 1 | Kanpur | 363 | 10,890 | 72 | 7,84,080 |
| 2 | Agra | 309 | 9,270 | 72 | 6,67,440 |
| 3 | Aligarh | 309 | 9,270 | 72 | 6,67,440 |
| 4 | Etawah | 256 | 7,680 | 72 | 5,52,960 |
| Employment for sweeping and cleaning | | | | | |
| 5 | Kanpur | 329 | 9,870 | 24 | 2,36,880 |
| 6 | Agra | 273 | 8,190 | 24 | 1,96,560 |
| 7 | Aligarh | 273 | 8,190 | 24 | 1,96,560 |
| 8 | Etawah | 220 | 6,600 | 24 | 1,58,400 |
| Total Bidding Amount | | | | | 34,60,320 |
| | | | | | |
| | | | | | |

N.B. :

- The bidder must quote their commission in terms of percentage on (Total)Sr. No.12 only Amount Rs.3460320. Total amount is payable to the outsourced persons as indicated in the schedule.

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

in figures ----- Above/At par/Below

In words ----- Above/At par/Below

Signature and seal of Tenderer

Tender for outsourcing manpower for office assistance/TDL | 2014

NOTE -

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

FORM OF AGREEMENT

(To be executed on requisite value of stamp papers)

AGREEMENT

THIS AGREEMENT made on _____ day of _____ (Month/year) between DFCCIL, Through -----
----- (hereinafter called "the Employer / Engineer") of the one part and _____ (name and address of the Contractor)(hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous that certain works should be executed by the Contractor viz. Contract No. _____ (hereinafter called "the works", and has accepted a Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) Letter of Acceptance of quotation
 - b) Forwarding letter by the quotationers/ bidders
 - c) Letter for invitation of quotation/ bids
 - d) Instructions to the quotationers
 - e) General Conditions of the Contract
 - f) Special Conditions of the Contract and Specifications
 - g) Schedule of Quantities

Tender for outsourcing manpower for office assistance/TDL | 2014

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor 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 Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

(Name, Designation and address of the authorised signatory)

(Name, Designation and address of the authorised signatory)

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

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

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated.