

**E- TENDER DOCUMENT**

**FOR THE WORK OF**

**“Empanelment / Engagement of manpower service provider for providing various categories of outsourced staff for 24 months in the jurisdiction of CPM/DFCCIL/Allahabad (W)”.**

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED**

(A Government of India Undertaking) MINISTRY OF RAILWAYS

**Main office:-** Chief Project Manager,  
DFCCIL, Allahabad (West) old GM office  
Building, N.C. Railway, Balmiki  
Chauraha, Nawab Yusuf Road,  
Allahabad – 211001

**Site office:-**  
House No- 79 North Central Railway  
Colony, Fatehpur  
Project Manager/ DFCCIL, Allahabad  
(West)  
117/H-2/180 Pandu Nagar, Kanpur  
208005

**Corporate Office** DFCCIL, 5th Floor, Pargati Madian Metro station Complex,  
New Delhi – 110 001

**Name of Work: -“Empanelment / Engagement of manpower service provider for providing various categories of outsourced staff for 24 months in the jurisdiction of CPM/DFCCIL/Allahabad (W).”**

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Dedicated Corporation of India Limited  
**(A Government of India Undertaking)**  
**MINISTRY OF RAILWAY**

**Chief Project Manager DFCCIL,  
Allahabad(West)**

Forwarding letter by Tenderer

Tender No. ALD(W)/EN/Outsource Staff/OT-07/2016-17/322

Name of Work: -"Empanelment / Engagement of manpower service provider for providing various categories of outsourced staff for TWENTY FOUR months in the jurisdiction of CPM/DFCCIL/Allahabad(West)."

1. I/We ..... have read the various condition of tender attached hereto and hereby I/We agree to abide by the said conditions. I/we also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our 'Earnest Money'. I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General condition of the contract and to carry out the work according to special conditions as laid down by the DFCCIL Administration for the execution of present contract.
2. A sum of Rs. 1,98,800/- (Rupees One Lakh Ninety Eight Thousand Eight Hundred Only) has been forwarded as Earnest Money. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
  - a. I/We do not execute the contract agreement within 7 days of issue of the acceptance letter by the DFCCIL Administration that such documents are ready. OR
  - b. I/We do not commence the work within 15 days after receipt of orders to that effect
3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modification, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

**Signature of Tenderer**

## **Instruction to bidders for Online bidding**

### **General:-**

Submission of Online Bids is mandatory for this Notice Inviting Tender. E - Tendering is new methodology for conducting Public Procurement in a transparent and secured manner. Supplier / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, DFCCIL has decided to use the portal (<http://www.tenderwizard.com/DFCCIL>) of M/s. ITI a Government of India Undertaking. Benefits to Suppliers / service providers are outlined on the Home page of the portal.

Instructions:

1. Online Bidding Methodology:  
Online Bid System

2. Broad outline of activities from Bidders perspective:

- a. Procure a Digital Signing Certificate (DSC)
- b. Register on Electronic Tendering System (ETS)
- c. Create Users and assign roles on ETS
- d. View Notice Inviting Tender (NIT) on (ETS)
- e. Download Official copy of Tender Documents from ETS.
- f. Clarification to Tender Documents on ETS -Query to DFCCIL (Optional)-view response to queries posted by DFCCIL through addenda
- g. Bid Submission on ETS: Prepare & arrange all documents/paper for submission of bid online and tender fees & EMD deposit on offline.
- h. Attend Public Online Tender Opening Event (TOE) on ETS.
- i. Post TOE clarification on ETS (Optional) Respond to DFCCIL's post -TOE queries.
- j. Attend Public Online Tender Opening Event (TOE) on ETS

For participating in this tender online, the following instructions are to be read carefully. These instruction are supplemented with more detailed guidelines on the relevant screens of the ETS.

Note 1:-It is advised that all the documents to be submitted (See clause 2 & 3 of section Notice Inviting E -Tender) are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Note2:-While uploading the documents it should be ensured that the file name should be the name of the document itself.

### **3. Digital Certificate:**

For integrity of data and its authenticity / non repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of class III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authority (CCA) (refer <http://www.cca.gov.in>).

### **4. Registration:**

The Tender documents can be downloaded from the website: [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) and to be submitted in the e - format.

- 4.1 **Cost of the Tender Documents** have to be submitted to DFCCIL's office, Allahabad(West) in the form of Pay Order, Demand Draft & Banker's Cheque in favour of **DFCCIL** payable at **New Delhi**. as per address given in the BID Documents before the schedule date & time of submission of the tender otherwise the Bid will not be considered
- 4.2 **Earnest Money** have to be submitted to DFCCIL's office, Allahabad(West) in the form of Pay Order, Demand Draft, Banker's Cheque & FDR in favour of **DFCCIL** payable at **New Delhi**. as per address given in the BID Documents before the schedule date & time of submission of the tender otherwise the Bid will not be considered.

Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender documents from the website to keep themselves abreast of such amendments before submitting the tender documents. Intending bidders are requested to register themselves with M/s. ITI through [www.tenderwizard.com/](http://www.tenderwizard.com/) DFCCIL for obtaining user -id, Digital Signature etc. by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

5. DFCCIL, has decided to use process of E -Tendering for inviting this tender and thus the physical copy of the tender documents would not be sold / accepted.
6. To participate in E-tender, it is mandatory for Tenderer (S) to get themselves registered with the Tender Wizard and to have user ID & Password. Payment of registration fee can be done through [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL)

Help desk	
Telephone / Mobile Number	011- 49424365 or cell no. 9599653865.
DFCCIL Contact -1	
DFCCIL Contact Person	Shri B.K.Verma
Telephone / Mobile No.	9794662299
E -mail ID	bkverma@dfcc.co.in
DFCCIL Contact -2	
DFCCIL Contact Person	Shri K.C.Swarnkar
Telephone / Mobile No.	9794730099
E -mail ID	kcswarnkar@dfcc.co.in

7. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION AS PER BID:

The bidder shall furnish, as part of his bid document establishing the bidders, eligibility. All these documents should be numbered and should be signed by bidder in each page.

7.1 The tenderer shall drop the earnest money and Cost of Tender Document in the tender box in DFCCIL office, Allahabad(West). **Earnest Money** have to be submitted to DFCCIL's office, Allahabad(West) in the form of Pay Order, Demand Draft, Banker's Cheque & FDR in favour of **DFCCIL** payable at **New Delhi**. **Cost of the Tender Documents** have to be submitted to DFCCIL's office, Allahabad(West) in the form of Pay Order, Demand Draft & Banker's Cheque in favour of **DFCCIL** payable at **New Delhi** as per address given in the BID Documents before the schedule date & time of submission of the tender otherwise the Bid will not be considered. The tender processing fees as per applicable rate payable through the e -payment gateways to ITI limited is Non refundable

7.2 Tender documents (s) in original, duly filled in and signed by bidder or his Authorize representative along with seal on each page. All corrections and overwriting must be initialed with date by the bidder or his authorized representative

7.3 Copy of PAN card

7.4 The authenticated copy of registered partnership deed and registration of the firm from registrar of firm in case of partnership firm

7.5 In case of proprietorship firm bidder will submit and affidavit, attested by Notary Public that "I am a sole proprietor of the firm \_\_\_\_\_" in case of \_\_\_\_\_ proprietorship firm on Non judicial stamp paper of Rs.100.00.

7.6 Bidder's profile duly filled in, as per section -III of tender document

7.7 Power of Attorney

- 7.8 Article of association and memorandum in case of private/public limited company.
- 7.9 Copy of E.P.F. registration
- 7.10 Copy of ESI Certificate
- 7.11 Copy of service tax registration no
- 7.12 Certificate for non near relative in DFCCIL

Note:-Any discrepancy found in the downloaded tender document submitted by the bidder compared to uploaded tender document, the tender document uploaded by the DFCCIL will be treated as valid and any changes(found in the tender document submitted by the bidder) at any stage ,will be treated as fraud done to the DFCCIL, and will be liable to cancellation of agreement done (if any) and appropriate action will be taken against the bidder.

**8. The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to :**

- a. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
- b. Register your organization on ETS well in advance of your first tender submission deadline on ETS
- c. Get your organization's concerned executives trained on ETS using online training module well in advance of your tender submission deadline on ETS.
- d. Submit your bids well in advance of tender submission deadline on ETS(DFCCIL should not be responsible any problem arising out of internet connectivity issues).

**Method for submission of bid documents**

In this TENDER the bidder has to participate in e-bidding online. Some documents are to be submitted physically offline mentioned below:

- 1) Cost of Bid Document
- 2) Bid Security / EMD

Note: The Bidder has to upload the Scanned copy of all above said documents during Online Bid submission also.

- 9. Price schedule Utmost care may kindly be taken to upload price schedule. Any change in the format of price Schedule file shall render it unfit for bidding. Following steps may be followed
  - a. Down load price schedule part
  - b. Fill rates in down loaded price schedule
  - c. Save filled copy of downloaded price schedule file in your computer and remember its Name & location for uploading correct file (duly filled in ) when required
  - d. Tenderer(S) should download 'financial\_ offer xls' file, quote their rates in the applicable field and save it. Tenderer(S) can

upload the filled up financial\_ offer xls' file. Name of the downloaded financial\_ offer xls' file must not be changed.

**10. Modification / Withdrawal of bids**

- a. The Bidder may modify / withdraw its e-bid after submission. Prior to the Bid Due Date. No Bid shall be modified / withdrawn by the Applicant on or after the Bid Due Date.
- b. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- c. For modification of e-bid, applicant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid
- d. For withdrawal of bid, applicant has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid

**Other instructions**

For further instructions, the vendor should visit the portal ([www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL)), and login to it and upload documents of bid.

**Important Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action.



**SECTION : 1****Dedicated Freight Corridor Corporation of India Ltd.(A PSU under Ministry of Railways.)****NOTICE INVITING E-TENDER**

1. Tender No. ALD(W)/EN/Outsource Staff/OT-07/2016-17/322

Sealed tender are invited by the Chief Project Manager, Dedicated Freight Corridor Corporation of India Limited Allahabad(West) . On behalf of THE PRESIDENT OF INDIA from established and reputed contractors for the work as under :

1	Tender No.	ALD(W)/EN/Outsource Staff/OT-07/2016-17/322
2	Name of work	Name of Work :-Empanelment / Engagement of manpower service provider for providing various categories of outsourced staff for TWENTY FOUR months in the jurisdiction of CPM/DFCCIL/Allahabad(West)."
3	Duration of Contract	Twenty Four Months
4	Estimated Cost of work	Rs.99.37 Lakh
5	Type of BID	Single packet open e-Tender
6	Tender Fee	Rs. 5000/- + vat @ 7% (Rs. 350)=5350/-
7	EMD	Rs. 1,98,800/-
8	Availability of Bid documents from	From 11:00 Hrs. of 16/12/2016 to 15:00 Hrs. on 16/01/2017
9	Download bid document up to	14:30 Hrs. Of 16/01/2017
10	Last date & time of online receipt of Bid	Up to 15.00 hrs. On 16/01/2017
11	Date & time of online Opening of bid	15.30 hrs. on 16/01/2017
12	Validity of offer	90 (Ninety) days from the opening of tender
13	Address of Communication	Chief Project Manager DFCCIL, Allahabad (West) Old GM office Building, N.C. Railway, Balmiki Chauraha, Nawab Yusuf Road, Allahabad - 211001.

2. Tender documents should be downloaded from the website address [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) up to 14:30Hrs. Of 16/01/2017. Rs.5000.00 towards tender fee & Rs.1,98,800/- towards EMD in the form of Pay Order, Demand Draft, Banker's Cheque and Pay Order, Demand Draft, Banker's Cheque & FDR respectively in favor of Dedicated Freight Corridor Corporation of India Limited, Payable at New Delhi. issued by any Nationalized / Scheduled Bank to be deposited in the tender box kept in DFCCIL unit office Allahabad(West) as per address given in Bid documents before the scheduled date and time of submission of the tender otherwise the Bid will not be considered/ shall be summarily rejected.

The tender document can also be available from company's website [www.dfccil.gov.in](http://www.dfccil.gov.in).

No tender document will be available offline. Downloading tender documents online and submission of tenders online is mandatory for this tender.

Note :-Any further Addendum/Corrigendum for this tender will be posted in DFCCIL e-tendering portal website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) only . Interested bidders are advised to check website for any Addendum / Corrigendum

**SECTION: 2****Invitation for Bids (IFB)**

Dear Sir,.....Chief Project Manager, DFCCIL , Allahabad(West), for and on behalf of DFCCIL, invite in single Packets Open E-Tender system, from the tendering firms for Empanelment/Engagement of manpower service provider for providing various categories of outsourced staff for TWENTY FOUR months in the jurisdiction of CPM/DFCCIL/Allahabad(West)."

## 2.0 Key Details of the Tender are as Under :

S.N.	Tender No.	ALD(W)/EN/Outsource Staff/OT-07/2016-17/322
1	Name of work	Name of Work:-Empanelment/ Engagement of manpower service provider for providing various categories of outsourced staff for TWENTY FOUR months in the jurisdiction of CPM/DFCCIL/Allahabad(West)."
2	Estimated Cost of work	Rs.99.37 Lakh
3	Completion Period	24 Months
4	Cost of Tender Document	Rs. 5000/- + vat @ 7% (Rs. 350)=5350/-
5	Availability of Tender document	From 10:00 Hrs. of 16/01/.2016 to 15:00 Hrs. on 16/01/2017
6	Type of BID	Single packet open e-Tender
7	Bid deposit / EMD	Rs. 1,98,800/-
8	Last date & time of online Submission of tender	Up to 15.00 hrs. On 16/01/.2016
9	Date & time of online Opening of bid	15.30 hrs. on 16/01/2017
10	Validity of offer	90 (Ninety) days from the opening of tender
11	Address of communication up to 31.08.2016	Chief Project Manager DFCCIL, Allahabad (West) Old GM office Building, N.C. Railway, Balmiki Chauraha, Nawab Yusuf Road, Allahabad - 211001

**2.1 SCOPE OF WORK**

- 2.1.1 The manpower service provider has to provide services of outsourced persons in various categories as per (Annexure - III) in the Office of The Chief Project Manager DFCCIL, Allahabad (West) Old GM office Building, N.C. Railway, Balmiki Chauraha, Nawab Yusuf Road, Allahabad - 211001 or any other office of DFCCIL as may be required by DFCCIL.
- 2.1.2 The tender fee/EMD as per tender document is to be submitted separately in the Tender box kept in DFCCIL, Allahabad(West) office.
- 2.1.3 Tender documents are also available on the official web site of DFCCIL i.e. [www.dfccil.gov.in](http://www.dfccil.gov.in) for viewing only

**SECTION: 3**

**Information and Instruction to Tenderer(S)**

1.0 INFORMATION.

- 1.1 E-Tender has been invited under 'Single Packet' system.
- 1.2 The Tenderer(S) can download the Bid document online from the website address [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) as per the timings mentioned in SECTION-I of the bid document
- 1.3 Tender documents are also available on the official web site i.e. [www.dfccil.gov.in](http://www.dfccil.gov.in). & CPP portal
- 1.4 The tender fee /EMD as per tender document is to be deposited in the tender box kept in DFCCIL unit office Allahabad(West), as per address given in Bid documents before the scheduled date and time of submission of the tender otherwise the Bid will not be considered/ shall be summarily rejected
- 1.5 The entire bid document shall be scan & uploaded online on the website. The hard copy of those pages should be scanned after signed and stamped. Tender document shall be accompanied the copy of Bid deposit in proper form, document about the status of the firm such as Partnership deed etc., power of Attorneys; documents in support of the Tenderer(S)./all documents mentioned in annexure VI
- 1.6 All Tenders shall be uploaded in accordance with the instructions contained in these documents (hereinafter called as tender documents). Non -Compliance with any of the instructions set forth herein above is liable to result in the tender being rejected
- 1.7 A firm should submit only one offer against the E-Tender. In case , a firm submits more than one Tender, such firm will be disqualified
- 1.8 In preparing the Proposal, Tenderer(S) 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 Tenderer(S) and will result in rejection of the proposal submitted by the Tenderer(S)
- 1.9 If the Tenderer(S) deliberately gives/give wrong information in his / their tender or creates circumstance for the acceptance of this / their tender, the DFCCIL reserves the right to reject such tender at any stage
- 1.10 The proposal shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(S) the Proposals
- 1.11 While quoting the online rates in bid sheet provided on website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) Tenderer(S) are expected to take into account the requirements and conditions of the tender documents/

- 1.12** A master copy of the documents downloaded from the website mentioned above shall be kept in the office of the tender inviting authority. In case of any discrepancy between the tender document downloaded from the website and the master copy, the latter shall prevail and shall be binding on the Tenderer(S). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of the tender inviting authority and the agreement shall also prepared on the basis of master document kept in the office of tender inviting authority
- 1.13** The Tenderer(S) downloading the documents from internet must keep themselves updated through the website from which the tender documents is downloaded regarding corrigendum, if any, to the notice inviting tender or the tender documents, which shall be uploaded in the same website only. The offers received without such corrigendum published shall be liable to be rejected.
- 1.14** Any willful charges/deletion/addition in printing carried out in the tender documents shall be viewed very seriously, whether detected at the time of opening/award of tender or after award of work and the same may result in penal action such as termination of contract, banning of further business with the defaulting Tenderer(S) are liable to be prosecuted for the same as per law

## **2.0 SUBMISSION OF TENDER**

- 2.1** All Tenders shall be submitted online.
- 2.2** Venue of submission of tender:-No tender will be accepted/received offline or in any office.
- 2.3** The mandatory seal & signed of all pages should be submitted online not later than date and timings mentioned as in NIT in SECTION -I of the tender document.
- 2.4** The box kept for deposit Bid Deposit & Bid security will be sealed on the date and timing mentioned as in NIT Sr. No. 09 of Section-I of the tender document.
- 2.5** Any tender and Bid security and Bid Deposit received late are liable to be rejected summarily.

## **3.0 TENDER OPENING**

- 3.1** Date and time of online opening of the tender: -As indicated in Sr. No. 10 of section-I of the tender document.
- 3.2** Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders Summarily without assigning any reasons whatsoever.
- 3.3** If the date of opening is declared as holiday then the tender shall be accepted up to 14.30 hrs. of the next working day and the same will be opened at 15.30 hrs. on the same day i.e., next working day.
- 3.4** On the date specified in the tender notice the rates of all

tenderer (S) will be available Online.

**4.0 GENERAL INFORMATION**

- 4.1** Tender document is non-transferable. Tenders received from Tenderer(S) in whose name documents have been uploaded/offered shall only be considered.
- 4.2** No extension in the Tender due date shall be Considered on account of internet speed or any technical fault.
- 4.3** Online Issuance of tender document does not automatically means that such parties are considered qualified.
- 4.4** The agency selected will be awarded the work for the period specified vide item No.3 of Section -I of the tender documents.
- 4.5** DFCCIL reserve the right to modified, expend, restrict, scrap, re-float the tender without assigning any reason.

**5.0 VALIDITY OF PROPOSAL**

- 5.1** The Tenderer(S) shall keep their offer open for a minimum period of 90 days from the date of opening of the Tender, being extended further if required by mutual agreement from time to time. Any contravention of the above condition shall make the Tenderer(S) liable for forfeiture of his bid deposit. The tenderer (s) cannot withdrawal their offers within the period of validity / extended validity.

**6.0 TENDER FEE**

- 6.1** The original pay orders/demand drafts/Banker's Cheque /FDR against EMD and Tender Fees from any Nationalized Bank or a Scheduled Bank in favour of Dedicated Freight Corridor Corporation of India Limited payable at New Delhi to be deposited in the tender box kept in DFCCIL office as per address given in Bid documents before the scheduled date and time of submission of the tender. The scanned copy of the same (as specified in Section-3 para 3.1.6 of the tender document) is to be uploaded online.
- 6.2** As the documents downloaded from internet, cost of tender fee & EMD amount as specified in Section-I of the tender document shall be submitted separately in DFCCIL, Allahabad(West) office as per address given in Bid documents (Section 1 Sr. No.13).
- 6.3** Offers without valid tender fee /EMD will be summarily rejected.
- 6.4** Tender processing fees as per applicable rates to M/s ITI limited, Payable through the e-payment gateways which is non refundable.

**7.0 BID DEPOSIT**

- 7.1** The tender will not be entertained if a sum specified in NIT as per Sr. No.5 & 6 of Section I of the tender documents as bid deposited in the from of pay orders, demand drafts, Banker's Cheque, FDR from any Nationalized Bank or a Scheduled Bank. Earnest Money shall be in favor of DFCCIL payable at Allahabad(West) and duly discharged after affixing the revenue stamp on reverse side of the receipt and duly signed on it and drooped in the box kept in DFCCIL office as per

address given in Bid documents (Section 1 Sr. No.13).

- 7.2** The tenders without valid Tender fee /EMD shall be summarily rejected.
- 7.3** If the tender is accepted, the amount of Bid deposit will be retained as Retention Money for the due and faithful fulfillment of the contract. This amount of retention Money shall be forfeited if the Tenderer(S)/Contractor(S) fail to execute the Agreements Bond within 07 days after receipt of notice issued by DFCCIL that such documents are ready or to commence the work within 15 days after receipt of the ordered to that effect.
- 7.4** The Bid deposit of all unsuccessful Tenderer(S) except that of the successful Tenderer(S) will be discharged/returned after the award of the contract. The Bid deposit of successful Tenderer(S) will be adjusted against the Retention Money amount. No interest will be paid by DFCCIL on the above Bid deposit amount

**8.0 FIRM DETAILS, SIGNATURE OF TENDERS & DOCUMENTARY PROOF**

- 8.1** The Tender must contain the full name, designation and complete address of the place of business of the person(S) signing the Tender. Tender(S) shall furnish "BRIFF DETAILS OF THE TENDERER(s)"
- 8.2** The tender shall be signed by the individual or individuals legally authorized to enter in to commencement on behalf of the tenderer (s). Any individual or individuals signing the tender documents or other documents connected their with should specified whether he is signing.
  - a.** As a Sole Proprietor of the firm Attorney of the Sole Proprietor; or
  - b.** As a Partner of Partners of the firm; or
  - c.** As a Director Manager or Security in a Limited Company etc.

**9.0 PROPOSAL EVALUATION:-**

- 9.1** A single stage procedure shall be adopted in evaluating the proposals.
- 9.2** The work will be awarded to the lowest offerer who fulfils all requisite qualification as per tender document
- 9.3** The proposal of the tenderer will be assessed only based on the information / documents submitted along with the tender. However, DFCCIL reserves the right to seek clarification from the tenderer if the evaluation committee considers it necessary for proper assessment of the proposal. The clarification will be sought through fax / e-mail and the tenderer 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.
- 9.4** The proposals shall be opened online.



**10.0 SIGNATURE OF BIDS & DOCUMENTARY PROOF**

The bid must contain the full name, designation and complete address of place of business of the person(s) signing the bid. Tender(s) shall furnish "BRIEF DETAILS OF THE BIDDER.

**11.0 PARTNERSHIP DEED**

**11.1** The tender shall clearly specify whether the tender is submitted on his own behalf or on behalf of partnership concern. If the tender is submitted on behalf of partnership concern, tenderer shall submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership concern. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. DFCCIL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contractor.

**11.2** The tenderer/s whose tender is accepted will be required to appear at the office of the Chief Project Manager, DFCCIL, DFCCIL, Allahabad (West) Old GM office Building, N.C. Railway, Balmiki Chauraha, Nawab Yusuf Road, Allahabad - 211001 - 390 002, in person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract documents within 7 days after notice that the contract has been awarded to him and contract documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited.

**11.3** In the event of any tenderer/s whose tender is accepted refusing to execute the Contract documents as herein before provided, DFCCIL may determine that such tenderer/s has/have abandoned the contract and there upon his/their tender and the acceptance there of shall be treated as cancelled and DFCCIL shall be entitled to forfeit the full amount of the earnest money.

**12.0 SECURITY DEPOSIT**

**12.1** The Earnest Money deposited by the Contractor with his tender will be retained by the DFCCIL as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, will be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills"

so that the amounts so retained may not exceed 10% of the total value of the contract.

- 12.2** Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery /mode of recovery shall be as under:
- 12.3** Security Deposit for each work shall be 5% of the contract value.
- 12.4** The rate of recovery shall be at the rate of 10% of the bill amount till the full security deposit is recovered.
- 12.5** Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD shall be accepted towards Security Deposit.
- 12.6** The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after the successful completion of work.
- 12.7** No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.
- 12.8** Tender documents are not transferable
- 12.9** Joint venture (JV) firms are not allowed to participate in this tender.

**13.0 CHECK-LIST**

The bidders are requested to duly fill in the checklist as per Annexure-VI. The checklist is only a reminder of certain important items, to facilitate the tenderer. This, however, does not relieve the bidder of its responsibility to make sure that his proposal is otherwise complete in all respects

**SECTION 4**

**SPECIAL TERMS AND CONDITIONS OF CONTRACT**

**1.0** Scope of work: Manpower Service Provider has to provide services of outsourced Persons in various categories (as per Annexure-I).

**2.0 Detailed Scope of Work:**

The scope of work under this tender includes –Manpower service provider has to provide services of outsourced persons in various categories (As per Annexure –I & II ) at DFCCIL office at Old GM office Building, N.C. Railway, Balmiki Chauraha, Nawab Yusuf Road, Allahabad – 211001 or any other offices as may be required by CPM/DFCCIL/Allahabad(West).

The details of scope of work is as under

- A. Steno Cum PA
  - a) All sorts of dictation / typing work is to be usually carried out by using the Computer with knowledge of MS office/Excel or any other suitable software in English/Hindi maintenance of files of documents and other relevant works as and when required by the section of DFCCIL
  - b) Movement and maintenance of files, papers, drawings, within the office, outside DFCCIL office including Railway and other offices at Allahabad(West) and other places.
  - c) Purchase of petty items from the market and keeping accountal of the same
  - d) Operation of various office equipment's like photocopies, fax, telephone, printer, EPABX etc.
  - e) Dispatch and receipt of files, letter etc. to and from various Railway offices including various state/central govt. Offices/PSU/Private companies & individuals.
  - f) Any other work assigned by DFCCIL in connection with smooth functioning of the office
- B. Office Assistant/Computer Operator
  - a. All sorts of dictation / typing work is to be usually carried out by using the Computer with knowledge of MS office/Excel or any other suitable software in English/Hindi maintenance of files of documents and other relevant works as when required by the section of DFCCIL
  - b. Movement and maintenance of files, papers, drawings, within the office, outside DFCCIL office including Railway and other offices at Allahabad(West) and other places
  - c. Purchase of petty items from the market and keeping accountal of the same
  - d. Operation of various office equipment's like photocopies, fax, telephone, printer, EPABX etc
  - e. Dispatch and receipt of files, letter etc. to and from various Railway offices including various state/central govt. Offices/PSU/Private companies & individuals.

- f. Any other work assigned by DFCCIL in connection with smooth functioning of the office
- g. Conversant with local language.

**C. AUTO CAD Operator**

- a) Preparation of all sorts of drawings/sketches in AUTO CAD.
- b) Movement and maintenance of drawing handed over to him.
- c) Dispatch and receipt of files, letter etc. to and from various Railway offices including various state/central govt. Offices/PSU/Private companies & individuals
- d) Record keeping of all the drawing and related documents. e)Any other work assigned by DFCCIL in connection with smooth functioning of the office.

**D. Office Attendant/Peon/Fieldman**

- a) Cleaning of rooms, dusting of furniture and equipment in the entire office building.
- b) Moping of the floor of all rooms, corridors, passages, balconies etc. with moist cloth twice every day
- c) Cleaning of all toilets, wash basins, corridors area including front open area outside of main gate and disposal of rubbish collected everyday by cleaning the area as specified above. Required consumable such as phenyl, brooms, mops, dusters etc. shall be provided by DFCCIL as per requirement.
- d) Preparation and serving of tea, coffee, snacks etc. in office (raw material shall be provided by DFCCIL), cleaning of utensil's used in the pantry etc
- e) Arranging and serving the business lunch/dinner/high tea etc.in the office premises during official meetings. Cost of the lunch/dinner/tea/snacks shall be born by DFCCIL
- f) Horticulture activities such as maintenance of flower pots etc
- g) Outstation movement for carrying important letters, files, drawings etc. with or without accompanying DFCCIL officials
- h) Delivering the dak / letter / papers and documents to various Government / non-governmental offices both local & outside Allahabad(West). For local movement, contractor shall provide at least one bi-cycle at his cost.
- i) Any other work assigned by DFCCIL in connection with smooth functioning of the office.

**E. Security Staff**

- a. Read & Write in Hindi/English
- b. Should be physically sound
- c. Maximum age limit 55 years

**3.0 Pre-qualification criteria for Manpower Service Provider/Agencies**

- 3.1 The tenderer should have physically completed successfully at least one similar single work for a minimum value of 35% of advertised tender value with PSUs, Government Organizations, Autonomous body during the last three financial years and upto date of opening in the current year (i.e. current year and three previous years) upto the date of opening of the tender..

- 3.2** The contractual payments received by the tenderer or the arithmetic sum of contractual payments (similar work) received by the tenderer in the previous three financial year and the current financial year up to the date of submission of tender shall be at least **150% of advertised value of tender**
- 3.3 Agency should have valid license to run Private Security Agency issued by State/Central Govt.
- 3.4 The agencies should have EPF code, ESI registration no., PAN, Service tax registration and registration under all the applicable labour laws and should submit copy of the same.
- 3.5 Consortium bidding to fulfil the eligibility criteria of this tender shall not be allowed at any stage.
- 3.6 Agency / service providers must give the details and address of their offices. (Please refer para 5 of section 4).
- 3.7 The agency will be awarded work for two years which can be further extended, based on DFCCIL's requirement & performance of the Manpower service Provider agencies. The extension shall be at the sole discretion of DFCCIL

**4.0** DFCCIL reserves the right to modify, expand, restrict, scrap and re-float the Tender without assigning any reasons.

**5.0** Format for submitting bid by the agencies :

Sr. No.	Particulars	Details		
1.	Name of agency (Manpower service provider)			
2.	Address with Telephone and Fax no.			
3.	Status of applicant(individual/ proprietorship firm/ partnership firm/ private limited /society/ autonomous bodies (attach documentary evidence)			
4.	Types of the services provided (Experience certificates to be enclosed)			
5.	details Manpower (permanent contract) of last three years indicating no. of man month services provided in India year wise.	Name of Client	No. of Manpower months(year wise)	
			2013-14	2014-15

	Annual turnover of last three financial	2013-14	2014-15	2015-16
6.	years(audited financial statement of last three financial years to be enclosed with Documentary evidence)			
7.	EPF Establishment Registration No. (attach documentary evidence)			
8.	ESI Establishment registration No. (attach documentary evidence)			
9.	PAN No. ( attach documentary evidence)			
10.	Service Tax Registration no. ( attach documentary evidence)			
11.	Other registration details under other applicable labour laws. (attach documentary evidence)			
12	List of Clients along with their placement turnover in numbers. (last three years)			
13	Attach satisfactory performance report from existing clients from Govt./PSU/Autonomous Bodies			
14	Executive Summary about the agency.			

## **6.0 Selection of Successful Bidder (Manpower Service Provider Agency)**

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

## **7.0 Terms and conditions**

- 7.1** The Manpower Service Provider shall, if and when so requested by DFCCIL, will provide the placement services at the premises, or any other office of DFCCIL, as may be required by DFCCIL, at the agreed rates. The essential qualification/skills/experience

and the tentative number of outsourced persons required is enclosed in Annexure-II.

- 7.2** It shall be the responsibility of the Manpower Service Provider to verify the qualification and experience indicated by the hired staff in their profiles. Candidates will be examined for performing the defined functions by DFCCIL and DFCCIL reserves the right to verify and check the credentials and qualification of the hired staff. If during the course of engagement of any hired staff, it comes to notice that he/she has misrepresented the fact about his/her qualification/experience, the Manpower Service Provider will have to terminate the services of such staff immediately and shall provide suitable replacement within 15 days' time.
- 7.3** If the performance of the hired staff is unsatisfactory, DFCCIL shall give a notice of 15 days to the Manpower service provider to take necessary action to improve the performance of the hired staff and if the performance does not improve even after 15 days of such communication, the Manpower Service Provider, shall provide a replacement acceptable to DFCCIL within 15 days' time.
- 7.4** The Manpower Service Provider shall be liable for and pay salaries and also undertake to comply with all statutory liabilities like PF, compensation etc. Including payment/contribution towards all statutory dues connected and/or related to the employment of the deputed sent to DFCCIL and shall keep the DFCCIL indemnified at all times against all claims, liabilities, losses and consequences in relation thereto and comply with all statutory requirements and subject to deduction of any tax or other amounts as required by law or as provided herein.
- 7.5** The Manpower Service Provider shall make actual disbursement of salary to the outsourced persons in various categories as agreed with DFCCIL(Annexure-I) and in no circumstances the actual disbursement shall be less than the agreed amount without prior written approval of DFCCIL
- 7.6** The engagement of Manpower Service provider shall be subject to providing the agreed services to the satisfaction of DFCCIL. In case the services of the Manpower Service Provider are not found satisfactory, the same can be terminated by DFCCIL on giving a notice of one month.
- 7.7** 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 the approval of DFCCIL.
- 7.8** The Manpower service provider shall provide other categories of staff also on hiring basis as per requirement of DFCCIL. The essential qualification / pay structure for such categories shall be decided by mutual agreement and the services will be provided at the agreed commission.

## **8.0 Payment Terms**

- 8.1** The lump sum amount payable by DFCCIL to the Manpower Service Provider shall include the remuneration payable to the outsourced person (Annexure-I), besides the commission payable to the Manpower Service Provider and applicable Service Tax
- 8.2** The Manpower Service Provider shall provide documentary evidence to the satisfaction of DFCCIL for submission of statutory payments towards PF, ESI, etc. in the account of outsourced employees with the appropriate authorities.
- 8.3** The aforesaid consideration will be paid by DFCCIL to the Manpower Service Provider, against monthly invoices raised at the end of each month, by the Manpower Service Provider in duplicate within 15 days of completion of every calendar month.
- 8.4** TDS as per rule at the prevailing rate shall be deducted from the monthly bill. Form No.16 will be issued at the end of the financial year
- 8.5** Actual expenditure incurred on TA/DA will be reimbursed, No Commission / service tax will be paid to the contractor on TA / DA
- 8.6** The contractor should raise monthly bill of TA /DA expenditure of outsource staff along with the regular salary monthly bills
- 8.7** A penalty of Rs.500.00 per incidence will be imposed on contractor in case of non compliance of any of condition / instruction issued by DFCCIL to any outsourced staff to perform journey due to non availability of sufficient amount with him/her to perform journey
- 8.8** The contractor should keep sufficient amount / funds with outsourced employees of contractor to meet the expenditure towards TA/DA of outsourced staff during the contract period
- 8.9** The rates for wages for office attendant / field man will be governed by minimum wages Act. As on date the prevailing notification No.1/13(6)/2016-15-II dated 31.03.2016 of Central Government Ministry of Labour Employment New Delhi is effective w.e.f. 01.04.2016 and this will be treated as the reference rate for calculating the proportionate increase over the tendered rates. As on date the minimum wages is Rs.8525.00 per month
- 8.10** The payment to contractor will be made within 10 days on receipt of complete set of bills i.e. along with all required related documents attached with the bills
- 8.11** The Manpower Service provider will ensure before raising the bill on DFCCIL for the services rendered by outsource persons, the salary / remuneration payable to outsource persons is to be paid & proof of payment should be annexed with the salary bills
- 8.12** The monthly payment to the outsourced personnel shall be made as per accepted rates by 5<sup>th</sup> of every months. In case, if 5<sup>th</sup> day happened to be a holiday or subsequent days happen to be holiday, payment shall be made on the next working day. In case of delay of monthly payment, penalty @Rs.200.00 per day will be deducted. The CTC/remuneration of outsource staff may



be kept keeping in view the guidelines issued from time to time by /govt. of India as per Minimum Wages Act 1948

- 8.13** Sample of Invoice / Bill format showing various taxes, deduction and net payable amount for monthly payment is at Annexure – III.
- 8.14** Uniform to office attendant, field man & peon shall be provided by contractor to the staff engaged by Manpower Service Provider and reimbursement shall be done by DFCCIL @ Rs.1500.00 per year per employee for 2 sets in a year.

**9.0 Obligations of the Manpower Service Provider**

- 9.1** 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
- 9.2** The Manpower Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by the client and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable
- 9.3** The Manpower Service Provider shall adhere to and comply with all the laws that may be applicable to them and will extend all the benefits/privileges as applicable to persons engaged/employed by them including that of Provident Fund, ESI, Workmen's Compensation Act, Bonus, Gratuity, Minimum Wages Act and Leave , etc. In case of any breach of any law, rules, notifications applicable to the employees of the Manpower Service Provider, the Manpower Service Provider alone shall be responsible and liable for any act(s) of omission committed by any employee, agent, representative, attorney, and person(s) engaged/employed by them for discharging the obligations under this Contract. The Manpower Service Provider shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to DFCCIL regarding such compliance
- 9.4** The Manpower Service Provider shall decide the modus operandi to engage men by them for rendering proper and efficient services and to conform to the prescribed standards. The Manpower Service Provider shall submit a copy of the appointment letters issued by it to the outsourced person(s) placed at the office of the DFCCIL for discharging defined activities/functions.
- 9.5** No relationship of employer and employee shall be entertained between the DFCCIL and the persons engaged by the Manpower Service Provider. The Manpower Service Provider shall ensure that all persons employed by them are efficient, skilled, honest and conversant with the nature of work as required.
- 9.6** The Manpower Service Provider shall submit the Experience Certificate of the outsource persons for the last two years and also verify and certify satisfactory character and antecedent records of them.

- 9.7** 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)
- 9.8** 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
- 9.9** 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
- 9.10** The attendance rolls for the personnel deployed by the Manpower Service Provider at the premises of DFCCIL shall be provided by the Manpower Service Provider. These attendance rolls shall be signed by the proprietor of the Manpower Service Provider or his authorised representative daily who shall get it verified by the designated officer of DFCCIL
- 9.11** Upon a written / request being made by DFCCIL in regard to the Manpower the Service Provider will, within 24 hours of receipt of such request, discontinue the manpower found to be unsatisfactory or otherwise objected to by DFCCIL for any reason and shall promptly take action with a view to continue rendering satisfactory services. On receipt of this request, DFCCIL will not be obliged to pay the amount in respect of the discontinued Services
- 9.12** 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
- 9.13** The Manpower Service Provider may please that Services similar to those covered by this Contract are being or may hereafter be rendered in the premises by the other entities also and will not, at any time, object to or interfere in any manner with the rendering of such Services by any such other entities
- 9.14** The Manpower Service Provider must also be able to arrange for the replacement of the existing outsourced person, as per the instructions of DFCCIL
- 9.15** The engagement of outsourced person shall be purely on temporary and on contract basis. The Manpower Service

Provider shall at all times make it absolutely clear to the staff hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment to DFCCIL. Any staff hired for DFCCIL can be removed at any time by giving notice to the Manpower Service Provider and the staff in the circumstances provided herein above. The Manpower Service Provider will have to provide suitable replacement acceptable to DFCCIL within 15 days' time.

- 9.16** The services of the outsourced person engaged are liable to be transferred anywhere in same city or at site offices at Fatehpur & Kanpur and from one department to another and one branch to another without any extra remuneration depending on the exigencies of the work.
- 9.17** The services of the outsourced persons shall at all-time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interest, credits and prestige of DFCCIL
- 9.18** The Manpower Service Provider shall ensure that complete confidentiality is maintained by it and all its outsourced person with regard to information relating to DFCCIL, its premises, clients, business, assets, affairs and employees and that neither the Manpower Service Provider nor its persons will any time divulge or make known to any third parties, any trust, any details about accounts, matters or transactions whatsoever pertaining to DFCCIL and its associate entities which may in any way come to their knowledge or attention which may hamper the interest of DFCCIL.
- 9.19** 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 cases 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
- 9.20** 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 them. 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 so keep the requisite policies running
- 9.21** For any employee leaving the services, agency will have to give a notice of at least 15 days in advance. A no dues certificate shall be taken from DFCC before the date of relieving failing which dues shall be recovered from the agency.

**10.0 Working Hours of Hired staff**

The total weekly working hours for the outsourced personnel shall be 48 hrs. i.e. 8 hrs. a day for 6 days in a week. However, the timings

may be changed without any overall impact on the total period of duty as per requirement of operation. The personnel would get a day off every week, National Holiday along with General Holidays as being declared by DFCCIL office at Allahabad(West). Proportionate additional payment will be made for attending office on Sunday/holiday or extra hour worked during the working days if required by DFCCIL.

### **11.0 Facilities to the Outsourcing Staff**

(i) T.A. Entitlement (Office Assistant/Computer Operator)

		Metro City		Other than Metro City	
		For stay less than 8 hrs.	For stay more than 8 hrs.	For stay less than 8 hrs.	For stay more than 8 hrs.
01.	Daily Allowance	Rs.150.00	Rs.300.00	Rs.100.00	Rs.200.00
02.	Night Stay charges	Rs.200.00		Rs.100.00	
03.	Night Travel Charge	Rs.150.00 for journey performed more than 04 Hrs. between 10.00 p.m. to 06.00 a.m.			

(ii) T.A. Entitlement (Office Attendant & field man)

		Metro City		Other than Metro City	
		For stay less than 8 hrs.	For stay more than 8 hrs.	For stay less than 8 hrs.	For stay more than 8 hrs.
01.	Daily Allowance	Rs.100.00	Rs.200.00	Rs.75.00	Rs.150 .00
02.	Night Stay charges	Rs.150.00		Rs.75.00	
03.	Night Travel Charge	Rs.100.00 for journey performed more than 04 Hrs. between 10.00 p.m. to 06.00 a.m.			

#### NOTE:-

- For outstation duty the actual fare of Bus (non AC)/Train (SL Class) will be reimbursed.
- The entitlement of TA is for those employee only who are deputed to perform their duty beyond the Municipal area.
- For local movement conveyance charges will be paid @ Rs.4.00 per km. subject to minimum of 2.5 kms. This shall be based on self-declaration of the staff and duly certify by the officer deputing the staff.
- The manpower service provider shall provide monthly season ticket (MST) to staff employed at Fatehpur and Kanpur within the jurisdiction of CPM/ALD(W). The expenditure incurred towards MST by him shall be reimbursed at the end of month on production of proof of same.

### **12.0 Obligation of DFCCIL**

DFCCIL will, subject to compliance of this Contract and all statutory

requirements and the provision of services to its satisfaction by the Manpower service Provider and subject to deduction of tax at source under the Income Tax Act, 1961 or any other provisions of law for the time being in force, ensure full and timely payments for the Services as provided in this Contract.

**13.0 Force Majeure**

The obligation of DFCCIL and the Manpower Service Provider shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure. In the event of such inability continuing for more than a week, the other party shall have the right to terminate this contract without further obligation.

**14.0 Indemnity**

The Manpower Service Provider shall indemnify and hold DFCCIL and its Directors, Officers and employees harmless from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this Contract or arising from any breach or non-compliance whatsoever by the Manpower Service Provider or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or outside the premises including but not limited to any and claims by the hired staff.

**15.0 Other terms and Termination**

- a) Contract shall be deemed to have commenced from the date mentioned in Letter of Acceptance & can further be extended (if required by DFCCIL) on existing terms and conditions
- b) Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this contract by giving 30 days written notice
- c) Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto
- d) In future, if CTC revised by Corporate Office then agency has to make payment of revised CTC at the same rate of agency's commission/service charges
- e) The maximum age for all the categories except security staff will be 65 years and for the security staff it will be 55 years. All staff deployed should have good health.
- f) The manpower service provider shall depute a coordinator, out of the deployed personnel, who would be responsible to immediate interaction with this office so that the optimal services of the persons deployed by the agency could be availed without any disruption. No extra payment will be made by DFCCIL on this account
- g) The contractor has to submit the copy of Police Verification of all the staff provided as per schedule of quantity – I within SIX months from the date the staff put in services as per LOA. Further, it should be ensured by the contractor that during the currency of contract if any of staff required to be changed, it should be ensured by the contractor that only such staff having police verification should be deployed

- h) Contractors authorized representative (Owner/Director/Partner/Manger) shall personally contact nominated officer of DFCCIL/Allahabad(West) once a month to get a feed back on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient or any other related issues.
- i) In case of death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.
- j) Agency / Service provider should have / will have to open his office in Allahabad & give details & address along with name of person, Office Telephone number etc. & submit the registration certificate of establishment issued by Allahabad Muncipal Corporation under Shops & Establishment Act 1948 in reasonable time before executing Contract Agreement, failing which the EMD will be forfeited

**16.0 QUANTITY VARIATION:-**An item wise excess/saving up to +\_100% in quantities / period can done at the discretion of DFCCIL at the same rate and conditions with overall variation within +\_50%.

**17.0 Scope of Service**

In performing the terms and conditions of the Contract, the Manpower Service Provider shall at all Times act as an Independent Manpower Service Provider. The Contract does not in any way create a relationship of principal and agent between DFCCIL and the Manpower Service Provider. The Manpower Service Provider shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this Contract between the parties evidenced by it is on a principal to principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The employees of the Manpower Service Provider shall never under any circumstances whatsoever, be entitled to claim themselves to be the employees of the DFCCIL.

**18.0 Arbitration**

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

**19.0 Security for ensuring timely payment of remuneration / fee payable to outsourced persons**

The manpower service provider will ensure that before raising the bill on DFCCIL for the services rendered by outsourced persons, the fee

payable to outsourced person is paid on or before the 5th day of the following months and a proof of payment shall be annexed to the monthly bills. Alternatively, the manpower service provider can claim the fee payable before its actual payment to temporary / resource person, provided the agency furnishes a Bank Guarantee in favor of DFCCIL payable at Allahabad issued by any Nationalized Bank equivalent to 50% of the average monthly billing on DFCCIL for the services rendered by temporary / resources persons or for an amount of Rs.50,000.00 (Rupee Fifty Thousand Only) whichever is higher.

**20.0 Jurisdiction of Courts**

Jurisdiction of courts for dispute resolution shall be Allahabad only.

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

Salary components	Auto CAD Operator with 02 years experience	Steno/EA with 3 years experience	Office Assttt/ Computer Operator with 3 years	Attendants including housekeeping/Dak courier/ Fieldman Security Staff etc.
Gross Pay/per month	Rs.19,300.00	Rs.16,700.00	Rs.14100.00	As per minimum wages Act (central Govt.) Rs.8525/-
Tentative numbers of staff Required by DFCCIL	1	4	10	19
Agency's commission / Service charges(in %) on Gross Pay	in Words _____ in figure _____ (Rates should be filled in the separate sheet of Financial Proposal uploaded along with this tender document)			
Applicable Service Tax				
Casual /Sickness Leave	One day's casual paid leave for every month during the calendar year. 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).			
Privilege Leave	On completion of every 04 months of continuous employment in DFCCIL, five (05) days paid privilege leave will be admissible which shall lapse on 31st December of every year and cannot be encashed. (The sanctioning of the leave will be decided by DFCCIL)			



Note: The Man power Service Provider on award of work shall submit the breakup of monthly CTC in various components including statutory provisions (AnnexureIII). The Manpower service provider shall submit proof of payments of employees on monthly basis along with regular salary bill and proof of payment of statutory deductions on a quarterly/yearly basis. In case of default in payment of statutory provisions by the Manpower service provider, DFCCIL shall deposit the amount of statutory provisions and shall be entitled to deduct the same from any amount outstanding or payable to Manpower service provider or the Manpower Service Provider shall reimburse the same to DFCCIL. Any savings in CTC made by the Manpower Service Provider, for any reason whatsoever shall accrue to DFCCIL.

1. The bidder is required to fill in the agency commission (in percentage) in the same form and submit the complete documents with their signature on all pages of the documents.
2. Service tax at applicable rate shall be reimbursed extra on submission of proof of payment of same with concerned Govt. authority.
3. Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of DFCCIL.
4. Uniform to office attendant, field man & peon shall be provided by contractor to the staff engaged by Manpower Service Provider and reimbursement shall be done to the contractor by DFCCIL @ Rs.1500.00 per year per employee for 2 sets in a year.
5. The above mentioned gross pay includes all statutory deductions applicable as per extent rules.
6. In future, if CTC is revised by corporate office then agency has to make payment of revised CTC at the same rate of agency's commission/service charges.
7. The Head quarter of 02 Office Attendant/field man each will be at Fatehpur & Kanpur
8. Minimum wages rate(as applicable for Central Govt.) will be calculated/revised as per notification issued from time to time by Ministry of Labour & Employment

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

POST	Essential Qualification
Steno/Executive Assistant	a) Graduation OR three years Diploma in Office Management. b) Dictation (10 minutes @80 words per minute) c) Transcription (50 minutes-English-on computer) d) MS Office (Word, Excel & Power Point) e) Minimum Three YEARS relevant experience.
Auto CAD Operator	a) Graduation. b) Certificate in Auto CAD operation. c) Minimum two years relevant experience.
Office Assistant/ Computer Operator	a) Graduation OR Three Year Diploma in Office Management. b) MS Office (word, Excel, and Power point) c) Minimum Three years relevant experience.
Attendant including housekeeping/ courier/Field man Dak	a) Read & Write in Hindi/English
Security Staff	a) Read & Write in Hindi/English b) Should be physically sound c) Maximum age limit 55 years

## SAMPLE BILL / INVOICE FORMAT

Agency Name:												
To, Dedicated Freight Corridor Corporation of India Ltd. Old GM office Building, N.C. Railway, Balmiki Chauraha, Nawab Yusuf Road, Allahabad - 211001 Tel.: 0532-2560322, Fax: 0532-2560321, Web: www.dfccil.gov.in Salary for the Month of .....												
Payable days		30										
SN.	EMP code	Name	Monthly CTC	Working Days	Billable CTC	Bonus	Extra Days	Extra Day Pay.	Total Billable CTC	Agency Commission	Total	Remark
1	-	XXXX			(A-D)			(A/BxE)	(C+D+F)		(G+H)	
2	-	XXXX										
Total												
Grand Total = Total (I) plus..... 15% (Service Tax*)/prevailing rate												
Net Payable Amount = Grand Total minus TDS Deduction												

\* Service tax shall be reimbursed to the contractor/agency at the rate as applicable on the date of payment on production of documentary evidence of the same

**ANNEXURE – IV**

FORM OF AGREEMENT  
(To be executed on requisite value of stamp papers)  
AGREEMENT

This agreement is made on this..... day of.....  
2016 BY AND BETWEEN Dedicated Freight Corridor Corporation of India Limited (DFCCIL), a company incorporated under the Companies Act, 1956 and having its Office, Old GM office Building, N.C. Railway, Balmiki Chauraha, Nawab Yusuf Road, Allahabad – 211001  
(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. ALD(W)/EN/Outsource Staff/OT-07/2016-17/322 (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
  - b) Notice Inviting Tender
  - c) Instructions to the Tenderers
  - d) Terms and Conditions of Contract
  - e) Financial Proposal.
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 Provider in the  
presence of

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

Witness:

1

2

Witness:

1

2

Name and address of the witnesses to be indicated.

**ANNEXURE – V**

**Format of Bank guarantee for performance security**

Bank Guarantee No.:- \_\_\_\_\_ Dated: \_\_\_\_\_

To,

Dedicated Freight Corridor Corporation of India Ltd.  
Old GM office Building, N.C. Railway, Balmiki Chauraha, Nawab Yusuf Road,  
Allahabad – 211001

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

This deed of Guaranty made this day of \_\_\_\_\_ between \_\_\_\_\_ (name of Bank) having registered office at \_\_\_\_\_ and branch office at \_\_\_\_\_ (hereinafter referred to as "Bank") of the one part and Dedicated Freight Corridor Corporation of India Limited (hereinafter called the Employer) of the other part. Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. \_\_\_\_\_ for Empanelment / Engagement of manpower service provider for providing various categories of outsourced staff for two years in the jurisdiction of CPM/Allahabad(West) of \_\_\_\_\_ (hereinafter called "the contract") To M/S \_\_\_\_\_ its registered office at \_\_\_\_\_ (hereinafter called "the contract"). Whereas the contractor is bound by the said contract to submit to the Employer an irrevocable performance security guarantee bound for a total of Rs \_\_\_\_\_ (Rs in words).

Now, We the undersigned (name of Bank official), of the bank begin fully authorized to sign and to incur obligations 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. After the contractor has the aforesaid contract with the Employer, the Bank further agree after and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer starting that the amount claimed is due by way of loss or damage cause to or would be caused or suffered the Employer by reason of any breach by the side contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (in words) only.

We \_\_\_\_\_ (indicate the name of Bank), further undertake to pay to the Employer any money so demanded notwithstanding any dispute. Or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

The payment so made by us (name of Bank) under this bond shall be a valid discharge of our liability for payment. There under and the contractor shall have no claim against us for making such payment. We \_\_\_\_\_ (indicate the name of bank), to further that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by \_\_\_\_\_ (Designation & address of contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

(Continue from page 1, BG no. \_\_\_\_\_, and dated \_\_\_\_\_)

We \_\_\_\_\_ (name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

**Notwithstanding anything to the contrary contained hereinbefore:**

- I. Our liability under this bank guarantee shall not exceed and restricted to Rs. \_\_\_\_\_ ( in words).
- II. This bank guarantee shall be valid up to \_\_\_\_\_, unless extended on demand by Employer.
- III. The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before \_\_\_\_\_.

In WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of \_\_\_\_\_ being herewith duly authorized.

Signatures of Bank authorize Official with seal.

Bank Seal

Name  
Designation:  
Address:

Witness:

- 1 Name: \_\_\_\_\_  
Designation:  
Address:
- 2 Name: \_\_\_\_\_  
Designation:  
Address:

**(Note: -If as per contract agreement interest s applicable on Mobilization Advance, the bank guarantee may be made including interest amount for said period.)**



**ANNEXURE – VI****CHECKLIST**

**Name of Work:** -“Empanelment / Engagement of manpower service provider for providing various categories of outsourced staff for TWENTY FOUR months in the jurisdiction of CPM/DFCCIL/Allahabad(West).”

**Name of Ternderer:-**

<b>Sr. No.</b>	<b>Items Description</b>	<b>Reference</b>	<b>Enclosed</b>
01	Earnest Money Deposit	Section--4 para 3.0 (g)	Yes/No
02	Qualification requirement for bidder	Section-4 para 3.0	Yes/No
03	Registration of Certificate	Section 4 Para 3 (c)	Yes/No
04	Tender fee	Section 1 para 3.1	Yes/No
05	Format for submitting the BID by agency	Section -4 para 5	Yes/No
06	Check List.	Annexure-VI	Yes/No