

**Engagement of Manpower Service Provider for outsourcing of 'Office Assistance Services' in DFCCIL's Agra, Aligarh Etawah & Kanpur offices under CPM/Tundla.**

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Tender for outsourcing manpower for office assistance/TDL **2014**

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

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

**Ref.:**Tender **No.** TDL/EN/Tender/ Office Assistance /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.5000/- ( 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 '**Office Assistance 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.</p> <p>or</p> <p>b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.</p> <p>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.</p> <p>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.

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iii	<p><b>Annual Turnover:--</b> 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>	<p>Copy of audited Profit/Loss Account, Balance Sheet, copy of Income-Tax Return certified by Chartered Accountant</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 bodies(attach documentary evidence)	

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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 12:::00 hrs** on **30.09.14** on payment of non refundable **Rs.5,000/-** 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](http://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 346112/-** 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 5000/- 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 page 1**. 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 a notice 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 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 2013** 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.

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- 3.7 The Manpower Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by DFCCIL and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Manpower Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended upto date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.
- 3.8 The Manpower Service Provider shall 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	<b>PA to CPM</b>	(a) Graduation OR three year Diploma in Office Management (b) Dictation (10 minutes@ 80 words per minute) (c) Transcription (50 minutes- English- on Computer) (d) Ms-office (Word, Excel and Power point) Minimum TWO years relevant experience	16898.00
2	<b>Auto Operator Cad</b>	(a) Graduation (b) Certificate in Auto CAD operation. Minimum two years relevant experience.	20300.00
3	<b>Office Attendent &amp; Field Man</b>	Min 8 <sup>th</sup> pass	9184.00
4	<b>Office Assistance Cum Computer Operator</b>	(a) Graduation OR three year Diploma in Office Management (b) Ms-office (Word, Excel and Power point) Minimum TWO years relevant experience	15088.00
5	<b>Revenue Officer</b>	Retired Revenue officials having Grade Pay not less than Rs. 4200/-	16460.00

The Manpower Service Provider shall submit a copy of the appointment letters issued by it to the outsourced person(s) placed at the office of the DFCCIL for discharging defined activities/ functions.

- 3.10 No relationship of employer and employee shall be entertained between the DFCCIL and the outsourced personnel engaged by the Manpower Service Provider. The Manpower Service Provider shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.
- 3.11 The Manpower Service Provider alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. The DFCCIL shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Manpower Service Provider for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Manpower Service Provider and Manpower Service Provider shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 3.12 The Manpower Service Provider shall maintain all registers required under various Acts, which may be inspected by the DFCCIL as well as the appropriate authorities at any time.
- 3.13 The attendance rolls for the personnel deployed by the Manpower Service Provider at the premises of DFCCIL shall be provided by the Manpower Service Provider and it shall be monitored by the Manpower Service Provider. These attendance rolls shall be signed by the authorised representative of Manpower Service Provider who shall get it verified by the designated officer of DFCCIL.
- 3.14 Notwithstanding anything herein contained, the Manpower Service Provider will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Manpower Service Provider or of any persons deployed by it pursuant to the Contract.
- 3.15 The Manpower Service Provider must also be able to arrange for the replacement of the existing outsourced person, as per the instructions of DFCCIL.
- 3.16 **The engagement of outsourced person shall be purely on temporary and on contract basis. The Manpower Service Provider shall at all times make it absolutely clear to the 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 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.
- 3.20 Manpower Service Provider shall provide identity cards bearing the photographs to the all the outsourced personnel deployed in DFCCIL at its own cost.
- 3.21 **WORKING HOURS OF HIRED STAFF:-** The working hours for the outsourced personnel shall be for 8 hours a day for 6 days a week. However, these timings may be changed without any overall impact on the period of duty as per requirement of operation. The personnel would get a day off every week along with National holidays. Proportionate additional payment will be made for attending office on Sundays, if required by DFCC.
- 3.22 **Permissible leave to hired staff.**  
Casual/Sickness leave : One day's paid casual leave for every month during the calendar year. Un availed C.L. will lapse on 31st. of December every year. Leave can not be encashed. Sanctioning of leave will be decided by CPM.
- 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 para no. **7.3(page 25 )**.
- 3.29 **Security Deposit**: 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 which shall remain valid for the duration of services plus 90 days.
- 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 wearing proper uniforms;
  - Not carrying out the duties listed in the scope of work in a satisfactory manner;
  - Damage or stealing of any asset or property of DFCCIL or officers and staff of DFCCIL;

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

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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



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## FINANCIAL DETAIL (Section 4)

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

Sr.No	Category	Qt	Months	Man Months	Rate	Total
1	PA to CPM	1	24	24	Rs. 16,898	Rs. 4,05,552
2	Auto CAD operator	1	24	24	Rs. 20,300	Rs. 4,87,200
3	Office Attendent	14	24	336	Rs. 9,184	Rs. 30,85,824
4	Office Assistant-cum-Computer Operator	18	24	432	Rs. 15,088	Rs. 65,18,016
5	Revenue Officer	8	24	192	Rs. 16,460	Rs. 31,60,320
6	Total (1 to 5)					Rs. 1,36,56,912
7	EPF ,DFCC Part below Rs6500/	Not required for worker drawing more than Rs.6500 basic per month provided employee is already the member of CPF				Rs. 0
8	ESI on Sr 6	4.75%				Rs. 6,48,703
9	Total (6 to 8)					Rs. 1,43,05,615
10	Travelling Allowance	Lum Sum				Rs. 30,00,000
11	Total Estimated Amount:---					Rs. 1,73,05,615

**N.B. :**

- The bidder must quote their commission in terms of percentage on (Total) Sr.No 6 Amount Rs.13656912** 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.

4. **Service Tax** at applicable rates will be paid extra.
5. The above personnel can also be booked on Sundays and in such a case, a weekly rest will be given on any working day of the following week or proportionate payment due shall be made.
6. Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of DFCCIL.
7. 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 alongwith 15% overheads of DFCCIL, from any amount outstanding or payable to Manpower Service Provider or the Manpower Service Provider shall reimburse the same to DFCCIL.
8. Any savings by the Manpower Service Provider, for any reason whatsoever shall accrue to DFCCIL.
9. Besides the categories mentioned above, DFCCIL may ask the Manpower Service Provider to provide other categories of staff also on hiring basis. The essential qualifications/pay structure for such categories shall be decided by mutual agreement and the services will be provided at the agreed commission.  
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.
10. This amount of SecurityDeposit 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.

**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 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 (As per annexure –I)  
The Details of scope of work is as follows-

**(A) Steno Cum PA**

- I. All sorts of dictation/typing work usually carried out by using the Computer with knowledge of MS Office/Excel or any other suitable software in English/ Hindi, maintenance of files of documents and other relevant works as and when required by the different sections of DFCCIL.
- II. Movement and maintenance of files, papers, drawings, within the office, outside DFCCIL Office including Railway and other offices at Kanpur and other places.
- III. Purchase of petty items from the market and keeping accountal of the same..
- IV. Operation of various office equipments like photocopier, fax, telephone, printer, EPABX etc.
- V. Dispatch and receipt of files, letters etc. to and from various Railway offices including various state/central govt. offices/PSU.
- VI.** Any other work assigned by DFCCIL in connection with smooth functioning of the office.

**(B) Office Assistant/Computer Operator**

- I. All sorts of dictation/typing work usually carried out by using the Computer with knowledge of MS Office/Excel or any other suitable software in English/ Hindi, maintenance of files of documents and other relevant works as and when required by the different sections of DFCCIL.
- II. Movement and maintenance of files, papers, drawings, within the office, outside DFCCIL Office including Railway and other offices at Kanpur and other places.
- III. Purchase of petty items from the market and keeping accountal of the same.
- IV. Operation of various office equipments like photocopier, fax, telephone, printer, EPABX etc.
- V. Dispatch and receipt of files, letters etc. to and from various Railway offices including various state/central govt. offices/PSU.

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

**(C) Auto CAD Operator**

- i. Preparation of all sorts of drawings/sketches in AUTO CAD.
- ii. Movement and maintenance of drawings and records there of.
- iii. Dispatch and receipt of drawings to and from various Railway offices including various State/Central Govt. Offices.
- iv. Record keeping of all the drawings and related documents.
- v. Any other work assigned by DFCCIL in connection with smooth functioning of the office.

**(D) Field Man**

- i. To assist competent authority for Land Acquisition Work for DFCCIL Kanpur, Aligarh, Etawah, Agra.
- ii. Any other work assigned by DFCCIL authority.

**(E) Office Attendants**

- I. Cleaning of rooms, dusting of furniture and equipments in the entire office building.
- II. Preparation and serving of tea, coffee, snacks etc in office, (raw material shall be provided by DFCCIL), cleaning of utensils used in the pantry etc.
- III. Arranging and serving the business lunch/dinner/high tea etc. in the office premises during official meetings. Cost of the lunch/dinner/tea/snacks shall be borne by DFCCIL.
- IV. Outstation movement for carrying important letters, files, drawings etc with or without accompanying DFCCIL officials.
- V. Delivering the dak/letters/papers and documents to various Government/non governmental offices in Kanpur. For local movement, contractor shall provide at least one bi-cycle at his cost.
- VI. Arranging drinking water to officers and guest.
- VII. Any other work assigned by DFCCIL in connection with smooth functioning of the office.
- VIII. Deteted.

**2. 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.

**3.0 Rates**

- 3.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
- 3.2 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.
- 3.3 **Services Tax**, as admissible shall be paid extra on submission of proof of depositing the same to concerned Govt Authority. **75%** of the gross work value towards service tax, as applicable shall be borne by DFCCIL remaining **25%** of the same shall be borne by the service provider. DFCCIL's part of Service tax (**75%**) shall be paid to the **service provider** in the first month. Second month onwards the same will be paid by **DFCC on production of payment of 100% of previous month's amount to the concerned authority.**
- 3.4 **1.75%** of the basic of all applicable staff shall be deducted towards **ESI. 4.75%** of the basic of all applicable staff shall be **paid by DFCC** towards **ESI.** The service provider shall be paid with **4.75% of DFCC's component and 1.75%** basic of staff component of all applicable staff in the first month. Second month onwards the same will be paid by **DFCC on production of payment of 100% of previous month's amount to the concerned authority.**
- 3.5 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

# Tender for outsourcing manpower for office assistance/TDL 2014

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.

#### 4. TA/DA/Travel facilities

(A) For **retired revenue officers(Field Man)** entitle for TA/DA/Travel facilities as admissible to Senior Executive of DFCCIL on tour and mobile charges will be reimbursed upto maximum limit of Rs. 500/- per month on production of receipt.

(B) For **office Assistant/Computer operator ,PA ,CAD operator**

		For Metro cities		For other than Metro cities	
		For stay less than '8' Hrs.	For stay more than '8' Hrs.	For stay less than '8' Hrs.	For stay more than '8' Hrs.
1	Daily Allowance	100.00	200.00	75.00	150.00
2	Night Stay Charges	350.00		300.00	
3	Night Travel Charges	150.00 For journeys performed more than 4 Hrs. between 10.PM to 06 AM			

(C) For office Attendants

		For Metro cities		For other than Metro cities	
		For stay less than '8' Hrs.	For stay more than '8' Hrs.	For stay less than '8' Hrs.	For stay more than '8' Hrs.
1	Daily Allowance	75.00	150.00	50.00	100.00
2	Night Stay Charges	250.00		200.00	
3	Night Travel Charges	100.00 For journeys performed more than 4 Hrs. between 10.PM to 06 AM			

#### NOTES :-

1. For outstation duty the actual fare of bus/train (SL class) will be reimbursed.
2. For local movement conveyance charges will be paid @ Rs. 4.00 per KM. Subject to minimum of 2.5 KM.(Rs.10/-)This shall be based on self declaration of the staff.
3. Night stay charges shall be reimbursed on production of receipt of Guest House/Hotel etc.In case of own arrangement of stay only 25% of the entitlement will be paid.



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. 5,000/- 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.

**ANNEXTURE "A"**

**Schedule of Quantities**

Tender for outsourcing manpower for office assistance/TDL | **2014**

Sr.No	Category	Qt	Months	Man Months	Rate	Total
1	PA to CPM	1	24	24	16898	405552
2	Auto CAD operator	1	24	24	20300	487200
3	Office Attendent	14	24	336	9184	3085824
4	Office Assistant-cum-Computer Operator	18	24	432	15088	6518016
5	Revenue Officer	8	24	192	16460	3160320
6	<b>Total (1 to 5)</b>					<b>13656912</b>
7	<b>Agency's Commission (% age quoted above/below/at par of total at Sr. 6. above)</b>					
8	<b>Applicable service tax as detaile in reated paras(12.36% as on date)</b>					
9	EPF ,DFCC's Part on amt. below Rs6500/					0
10	ESI on Sr 6	4.75%				648703
11	<b>Total (6 to 10)</b>					<b>1,43,05,615</b>
12	Travelling Allowance to be paid on actual basis	Lum Sum				30,00,000
	<b>Total Amount:---</b>					<b>1,73,05,615</b>

**N.B. :**

- The bidder must quote their commission in terms of percentage on (Total)Sr. No.6 only Amount Rs.13656912.** 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**

**NOTE -**

- i) The Bidder/tenderer is required to quote the overall single percentage rate above/at par/below.**
- ii) The Bider/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
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.

**Enterprise wide IT system to be used by Contractors**

DFCCIL is in the process of implementing an Enterprise wide IT system. In view of ERP package SAP being implemented in DFCCIL, Contractor must provide the following data to DFCCIL Head Office / CPM Offices in the Microsoft Excel Templates / Format released by DFCCIL Head Office / CPM Offices.

As part of scope of work the Contractor will ensure the following:

- Ensure that required data of the Contracts Work Program and Physical progress of the activities defined in the Works Program must be provided in the templates defined by DFCCIL to be, uploaded in the system using software defined by DFCCIL.
- Work Program, Revised Works Program and Revision in Planned Work in • the Activities, would also be uploaded in the system using software defined by DFCCIL through templates provided by it.
- In order that the Works Program Data provided by the Contractor could be uploaded as it is in the system, Contractor must adhere to the following conditions regarding the length of the Codes / Numbers defined in their' Project Management Tool (e.g. Primavera or Microsoft) for the Project Structure Elements :
  - a) Project ID / WBS Element Codes / Numbers must be unique and must not exceed a maximum length of **20 Characters** (Alpha Numeric).
  - b) Activity IDs / Numbers must not exceed a maximum length of **4 Characters** (Alpha Numeric).
- Upload of drawings and designs created by Contractor as per the classification using document management system of SAP.
- Online measurement book entry (Record of Works) and all bills along with supporting documents as per the screens defined by DFCCIL.
- Asset details needs to be updated in the system in format prescribed by DFCCIL.
- GIS (Geographical Information system) application will use Autodesk suite (MAP 3D as desktop GIS & AIMS for WEB GIS) and Oracle 1,1g/spatial as a central repository. Information about the assets details (i.e. alignment drawing

coordinates and attributes) will be provided by the contractors. Network asset details in the form of maps, reports will be available to all the authorized users through web as soon as the asset details are submitted by the contractors and imported in the system.

- o Geo-referencing of alignment on WGS-84 coordinates.

- o Capture and upload of geo-referencing coordinates of the assets in to GIS.

Contractor need to feed/provide the data in the IT system as per mechanism and method devised by DFCCIL. For putting data into system Contractor needs to make arrangement of connectivity, if required and also needs to bear the cost of any licensees required for the Contractor to access the DFCCIL IT system.

In case interoperability is required for movement of information and data in a seamless manner between contractor/PMC IT system and that being developed by DFCCIL, it will be the responsibility of the Contractor/ PMC to ensure the same.

**For  
CPM/TDL  
On behalf of DFCCIL**