



Dedicated Freight Corridor Corporation of India Limited

(A Govt. of India Undertaking)

Shyama Kunj, Plot No. 122/1, Dafi (Varanasi-Mughalsarai) PO-Naipura,
Thana-Lanka, Varanasi – 221011

NOTICE FOR INVITING TENDER

SN.	Tender No.	DFCC/MGS/Hiring of Manpower Services/01/2014-2015
1	Name of Work	Engagement of Manpower Services Provider Agency for providing various categories of outsourced staff for Chief Project Manager/DFCCIL, MGS Unit
2	Estimated Cost of Work	Rs. 14,56,716/-
3	Completion Period	12 (Twelve) months
4	Type of BID	Single Packet Open Tender
5	Earnest Money	Rs.29,135/- thirty five <i>only</i>)
6	Date and Time of submission of Tender	Up to 13:00 Hours of 12.05.2014
7	Date and Time of opening of Tender	At 13:30 Hours of 12.05.2014
8	Authority and place for purchase/submission of tender document and address for Communication	Office of Chief Project Manager, DFCCIL, Shyama Kunj, Plot No. 122/1, Dafi (Varanasi-Mughalsarai) PO-Naipura, Thana-Lanka, Varanasi – 221011
9	Validity of Offer	90 Days from the date of opening of tender
10	Tender Fees and Website	The tender document can be obtained from the office of DFCCIL/Varanasi on all working days between 10.00 to 18.00 hr by paying Tender Fee of Rs. 2000/- (Rupees Two thousand only) by way of DD/Pay Order favour DFCCIL payable at Varanasi. The Tender document can also be download from company website www.dfcc.in & www.dfccil.org and the same will be accepted along with the tender fee of Rs. 2000/- (Rupees Two thousand only) through a separate Demand Draft drawn on any nationalized/scheduled bank favouring “DFCCIL payable at Varanasi”. Offers without cost of tender paper will liable to reject.

Chief Project Manager

Dedicated Freight Corridor Corporation of India Limited

BID DOCUMENT

TENDER DOCUMENT

Tender for engagement of Manpower Services Provider for Outsourcing of certain support services–calling of Bids

Sealed tender in Single Packet System is invited for hiring of outsourced staff in DFCCIL's office at MGS/Varanasi *on commission basis for a period of one year.*

1. Introduction:

Dedicated Freight Corridor Corporation of India (DFCCIL) is a Public Sector Undertaking under the administrative control of Government of India (Ministry of Railways) for construction, maintenance and operation of the Dedicated Rail Freight Corridors. At present, the company is undertaking construction of Eastern and Western Corridors and has its Corporate Office at New Delhi and Field Units at various cities.

2. Scope of Work:

Manpower Service Provider has to provide services of outsourced persons in various categories (*as per Annexure-I and II*) at the office of MGS Unit of DFCCIL, at **Shyama Kunj, Plot No. 122/1, Dafi (Varanasi-Mughalsarai) PO-Naipura, Thana-Lanka, Varanasi – 221011**, MGS directed by CPM/DFCCIL/MGS. **The approximate tender value is about Rs. 1456716/-.**

3. Eligibility criteria for Manpower Service Provider/agencies

The tenderer should fulfill the following criteria:

1	<p>The tenderer should have completed at least one similar nature work, in the last three financial years (<i>i.e. current year up to tender opening date and three previous financial years</i>) hereinafter referred as “qualifying period”, for a minimum value of 35% of the approximate value of the present tender (<i>as mentioned in Scope of Work at item no. 2 above</i>).</p> <p>SIMILAR NATURE OF WORK MEANS:</p> <p><i>“Supply of manpower of various categories like Office Assistant/Computer Operator/ Office Attendant/ Peon/ Field man etc. to Government Organization/ PSU/ Autonomous Bodies”</i></p> <p>Tenderer must submit the completion certificate in support of fulfillment of prescribed eligibility criteria. For the purpose of submission of completion certificate, tenderer must adhere to the guidelines as reflected in note below.</p> <p>Note :</p> <p>(a) <i>Certificates issued by Government Organization/ PSU/ Autonomous Bodies” will only be considered.</i></p> <p>(b) Onus of producing the acceptable/sufficient documentary proof lies with the tenderer and it should be enclosed along with the tender.</p>
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	<p>(c) Notwithstanding the Eligibility Criteria being satisfied, DFCCIL reserves the right to reject/accept the tender after considering the various circumstances of the individual case.</p> <p>(d) Completion Certificate:</p> <p>i) Physical completion of similar nature of work should be within the qualifying period (<i>even though the work might have commenced before the qualifying period</i>) would only be considered in evaluating the eligibility criteria.</p> <p>ii) The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period, would be considered.</p> <p>iii) In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deductions is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deduction is to be considered. However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower would be considered for judging eligibility.</p>				
2	<p>Total contractual payment received during the qualifying period as per ITCC/Payment attested certificate from employer or client/Audited balance sheet duly certified by the Chartered Accountant for a minimum value of 150% of the Estimated value of present tender as given in the Annexure-I.</p>				
3	<table border="0"> <tr> <td data-bbox="354 1020 865 1209"> <p>(a) Registration for ESI, EPF, Service Tax, Permanent Account Number</p> </td> <td data-bbox="881 1020 1425 1230"> <p>a) Valid Registration certificates and documents are to be enclosed along with the offer. <i>Tender document received without valid document/certificate/enclosure will be summarily rejected.</i></p> </td> </tr> <tr> <td data-bbox="354 1209 865 1488"> <p>(b) Affidavit that the firm has not been blacklisted for business by any government department/PSU and that in last three years, to be reckoned from date of invitation of tender, there has not been any work cancelled against them for poor performance.</p> </td> <td data-bbox="881 1251 1425 1488"> <p>b) Affidavit as per Performa is to be enclosed. Performa of Affidavit is given in Annexure-III of the bid document. <i>Tender document received without valid document/Affidavit will be summarily rejected</i></p> </td> </tr> </table>	<p>(a) Registration for ESI, EPF, Service Tax, Permanent Account Number</p>	<p>a) Valid Registration certificates and documents are to be enclosed along with the offer. <i>Tender document received without valid document/certificate/enclosure will be summarily rejected.</i></p>	<p>(b) Affidavit that the firm has not been blacklisted for business by any government department/PSU and that in last three years, to be reckoned from date of invitation of tender, there has not been any work cancelled against them for poor performance.</p>	<p>b) Affidavit as per Performa is to be enclosed. Performa of Affidavit is given in Annexure-III of the bid document. <i>Tender document received without valid document/Affidavit will be summarily rejected</i></p>
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- i) Consortium bidding to fulfill the eligibility criteria of this tender shall not be allowed at any stage.
- ii) The agency should submit satisfactory performance report from Govt./PSUs/Autonomous Bodies etc during the last three years.
- iii) Agency/service provider must give the details and address of their offices in Varanasi and other states of India.
- iv) The response to this tender should be accompanied with an **EMD** (refundable) in the shape of DD/Banker Cheque/FDR for an amount of Rs 29135/- (Rs Twenty Nine Thousand One Hundred Thirty Five only) on any Nationalized/Scheduled Bank and should be in favour of DFCCIL, payable at Varanasi. Tenders unaccompanied by EMD shall be summarily rejected.

4. DFCCIL reserves the right to modify, expand, restrict, scrap and re-float the tender without assigning any reasons.
5. Format for submitting bid by the agencies.

S. No.	Particulars	Details			
1	Name of the Agency (<i>Manpower Service Provider</i>)				
2	Address with telephone and Fax No. (<i>in Delhi and other State of India along with head office/registered office</i>)				
3	Status of applicant (<i>individual/proprietorship firm/partnership firm/private limited/public limited/Society/autonomous bodies (attach documentary evidence)</i>)				
4	Types of services provided (<i>experience certificates to be enclosed</i>)				
5	Manpower Details (<i>permanent and contract</i>) of last three years indicating Number of man month services provided in India year-wise.	Name of client	No. of manpower months (year-wise)		
			2011-12	2012-13	2013-14
6	Annual Turnover of last three financial years (<i>audited financial statement of last three financial years to be enclosed</i>)	2011-12	2012-13	2013-14	Current Year
7	EPF Establishment Code No. (<i>attach documentary evidence</i>)				
8	ESI Establishment Registration No. (<i>attach documentary evidence</i>)				
9	PAN (<i>attach documentary evidence</i>)				
10	Service Tax Registration No. (<i>attach documentary evidence</i>)				
11	Other Registration details under other applicable Labour Laws (<i>attach documentary evidence</i>)				
12	List of clients along with their placement turnover in numbers (<i>last 3 years</i>)				
13	Attach Satisfactory performance report from existing clients from Govt./PSUs/Reputed Organization				
14	Executive Summary about the agency				

6. **Selection of Successful Bidder (Manpower Service Provider/Agency)**

- a) 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 Rate Sheet at Annexure-I.
- b) The bid offer should remain valid for a minimum period of 90 days.

7. **Procedure for Selection of Outsource Staff:** Selection of candidates would be at the sole discretion of DFCCIL, on the basis of fulfillment of eligibility criteria given in **Annexure-II**.

8. **Terms & Conditions:-**

- a) 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 qualifications/skills/experience and the tentative numbers of outsourced persons required is enclosed in **Annexure-I & II**.
- b) 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 thoroughly examined by DFCCIL for performing the defined functions 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.***

- g) 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.

9. Payment Terms:

- a) 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.
- b) 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.
- c) The consideration aforesaid 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.

10. Bid Security/Earnest Money Deposit (EMD):

Each Bidder has to furnish bid security as a part of his bid at the rate of two percent of the estimated cost of tender. The EMD Security should be in the form of Demand Draft/FDR, from any Scheduled Commercial Bank, and in favour of DFCCIL payable at Varanasi. **The EMD will be forfeited in case:-**

- (a) If the bidder withdraws his bid during the period of bid validity.
- (b) In case of a successful bidder, if he fails, within the specified time limit to furnish the required Performance Security or to sign the Agreement.

The EMD of the unsuccessful bidder will be discharged/returned without any interest as promptly as possible. The bid security of the successful bidder will be converted to Security Deposit. ***Any bid not accompanied by requisite bid security shall be summarily rejected as non-responsive.***

11. Retention Money

- i) The Bid Security of successful bidder shall be retained by DFCCIL as part of Security for the faithful fulfillment of the contract by the contractor. In addition, a retention amount equal to 10% of each bill shall be retained till the total security available is 5% of contract amount.
- ii) The Bidder may, at his option, replace the retention amount with an unconditional bank guarantee from the bank acceptable to DFCCIL at the following stages:
 - a) After the amount reaches half the value of the limit of retention money.
 - b) After the amount reaches the maximum limit of retention money.

12. Performance Guarantee (PG):

The successful bidder shall be required to furnish to DFCCIL a performance security within 15 days of the receipt of Letter of Acceptance, of an amount equivalent to 5% (*five percent*) of the contract price. The Performance Security to be provided by the successful bidder in the form of a bank guarantee/FDR (*duly pledged in the favour of DFCCIL MGS*) as per prescribed format (Annexure-IV) shall be issued from any Nationalized/Indian Scheduled Commercial Bank. In case of Joint Venture (JV), the Bank Guarantee towards Performance Security shall be provided by JV (Annexure-IV). The Bank Guarantee/FDR for performance security shall remain valid until a date 60 days (*or as specified in the Contract*) after expiry of Defects Liability Period (60 days after completion of contract). The Bank Guarantee for performance security shall be submitted invariably in the format given in the Bidding Document. The performance security shall be released 21 days after issue of performance certificate.

13. Obligations of the Manpower Service Provider:

- a) 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.
- b) The Manpower Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by him for this work and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.
- c) 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 for this work 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, notification 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 and/or commission 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.
- d) The Manpower Service Provider shall decide the modus operandi so as to engage men capable of rendering proper and efficient services and should 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.
- e) 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 shall be efficient, skilled, honest, and conversant with the nature of work as required.

- f) The Manpower Service Provider shall submit the Experience Certificate of the outsourced persons for the last two years and also verify and certify satisfactory character and antecedent records of them.
- g) 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).
- h) 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.
- i) 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.
- j) 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.
- k) In case of Emergency, a written/oral request will be made by DFCCIL and the Manpower Service Provider will, within 24 hours of receipt of such request, discontinue the services of employee engaged by him, 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.
- l) 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.
- m) The Manpower Service Provider is aware that Services similar to those covered by this Contract are being or may hereafter be rendered in the premises by 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.
- n) The Manpower Service Provider must also be able to arrange for the replacement of the existing outsourced person, as per the instructions of DFCCIL.

- o) 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 in DFCCIL. Any staff hired for 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 15 days' time.
- p) The services of the outsourced person engaged are liable to be transferred anywhere in same city from one department to another, and one branch to another without any extra remuneration depending on the exigencies of the work.
- q) 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.
- r) The Manpower Service Provider shall ensure that complete confidentiality is maintained by it and all its outsourced persons with regard to all 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, accounts, matters or transactions whatsoever pertaining to DFCCIL and its associate entities which may in any way come to their knowledge or attention.
- s) 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.
- t) It is mandatory that Manpower Service Provider provides adequate insurance cover to the outsourced persons for death, disability, sickness etc. DFCCIL shall not be liable to pay or bear any premium/compensation at any stage in respect of Insurance made by Manpower Service Provider to cover the risk (*death, disability, sickness etc.*). Manpower Service Provider shall submit the copies of such policies and their renewal receipts as well as documentary evidence of payment of premiums to DFCCIL and shall at all times keep the requisite policies running.

14. Obligation of DFCCIL

DFCCIL will, subject to compliance of this Contract and all statutory requirements and the provisions 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.

15. 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 either party shall have the right to terminate this Contract without further obligation.

16. Indemnity

The Manpower Service Provider shall indemnify and hold harmless to DFCCIL and officers & 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 willful or not, and whether within or outside the premises including but not limited to any and all claims by the hired staff.

17. 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 3rd day of the following month and a proof of payment shall be annexed to the monthly bill.

18. Other terms and Conditions

- a) Contract shall be deemed to have commenced as on and from the date of issuance of letter of intent and shall be in force for a period of one year.
- b) Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this Contract by giving a 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.

19. 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.

20. Quantity Variation

Rates quoted in the schedule of items shall be valid for a variation of the quantity up to maximum of (+/-) 25% for each item. In case of variation in quantities beyond + 25% the rates for the additional quantities beyond +25% variations shall be negotiated/decided on mutually acceptable terms, provided the rate so arrived does not exceed the originally accepted rate as per agreement.

21. 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 conducted in the English language and the venue of the arbitration shall be in Varanasi (Distt.- Varanasi) and the procedure of Such Arbitration shall be as per the Arbitration and Conciliation Act, 1996.

Keeping in view of the above, the Manpower Service Provider may send the bid in the prescribed format of Rate Sheet at Annexure-I.

**Chief Project Manager
DFCCIL/MGS Unit**