



Tender No. : ALD (E)/EN/Outsourcing staff/2014-15/14/19

डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन ऑफ इण्डिया लि.

भारत सरकार (रेल मंत्रालय) का उपक्रम

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.**

**A Govt. of India (Ministry of Railways) Enterprises**

**Name of work: "Empanelment / Engagement of manpower service provider for providing various categories of outsourced staff for 12 months at the office of SLAO/Mirzapur, Dy. PM/Engg./Mirzapur & Dy. CPM/Elect./MGS."**

**Tender No. : ALD (E)/EN/Outsourcing staff/2014-15/14/19**

Single Packet **OPEN TENDER**

**TENDER DOCUMENT**

NOT TRANSFERABLE

Chief Project Manager, DFCCIL, Allahabad (East), Old GM office Building, N.C. Railway, Balmiki Chauraha, Nawab Yusuf Road, Allahabad – 211001.

**MARCH 2015**

**Price: 1,000/-**

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# **SECTION – I**

**Tender Notice**

No. : ALD(E)/EN/Outsourcing staff/2014-15/14/19

Dt. 24.03.2015

Sealed Tenders in Single packet system are invited by Chief Project Manager, DFCCIL, Allahabad (East) for and on behalf of Dedicated Freight Corridor Corporation Of India Ltd., on the prescribed form with following details.

Name of work	"Empanelment / Engagement of manpower service provider for providing various categories of outsourced staff for Twelve months at the office of SLAO/Mirzapur, Dy. PM/Engg./Mirzapur & Dy. CPM/Elect./MGS."
Date & Place of commencement of sale of Tender document.	01.04.2015, at the Office of CPM/DFCCIL/Allahabad (East).
Date & time of closing for sale of Tender document.	05.05.2015 up to 15.00 hrs.
Date & time for receipt of filled Tender document.	06.05.2015 up to 15.00 hrs.
Date, time & place for opening of Tender document.	06.05.2015 at 15.30 hrs at the office of CPM/DFCCIL/Allahabad (East).
Approximate cost	Rs. 4,36,084/-
Earnest money	Rs. 8,722/-
Validity of offer	90 days from the date of opening
Completion period	12 months from the date of issue of LOA.
DFCCIL's Web site	<a href="http://www.dfccil.gov.in">http://www.dfccil.gov.in</a>

Tenders without earnest money will be summarily rejected. Earnest money in the form of Bank Guarantee will not be accepted.

**NOTES:-**

1. The Tenderer should read carefully all the clauses of tender document, before quoting rates.
2. Non transferable tender document may be purchased by tenderers from the office of CPM/DFCCIL/Allahabad(East) during office hours (10.00 Hrs to 17.00 hrs) on working days on payment of non refundable amount of Rs. **1,000/- (Rs. One Thousand only)** per copy to be deposited by way of DD/Pay Order in favour of DFCCIL payable at Allahabad.

3. Tender document can also be downloaded from DFCCIL's website (<http://www.dfccil.gov.in>). In this case the tenderer shall enclose a demand draft of **Rs. 1000/- (Rs. One Thousand only)** in favour of "DFCCIL payable at Allahabad" along with the tender.
4. In case the date of opening happens to be a holiday, the tender shall be received and opened at the same time & place on the next working day.

**Chief Project Manager  
DFCCIL/Allahabad (East)  
for and on behalf of Dedicated Freight  
Corridor Corporation Of India Ltd.**

**SECTION - I/CHAPTER-II  
PREAMBLE**

**Tender No. : ALD (E)/EN/Outsourcing staff/2014-15/14/19**

- 1. NAME OF THE WORK:** "Empanelment/Engagement of manpower service provider for providing various categories of outsourced staff for 12 months at the office of SLAO /Mirzapur, Dy. PM/Engg./Mirzapur & Dy. CPM/Elect./MGS."
- 2. Eligible Bidders:** A Bidder may be a person, private entity or public sector Undertaking. In case of single entity the bidder must submit Power of Attorney authorizing the signatory of the Bid to the bidder.
- 3. TENDER BID:**  
The tenderer shall submit his tender in sealed cover. The original tender document purchased from this office shall be returned duly signed along with the original offer. The details to be included in Tender Bid is given in "Instructions to Tenderers and Conditions of Tendering."(Section-II, Chapter-I).
- 4. LAST DATE OF SUBMISSION:**  
The Tender shall be received up to **15.00 hrs. of 06.05.2015** at the office of Chief Project Manager DFCCIL, Allahabad (E).
- 5. DATE OF OPENING OF TENDER:**  
Tender's Bid will be opened at **15.30 hrs. of 06.05.2015** at same address as mentioned in para-4 above.
- 6. COMPLETION PERIOD OF WORK:**  
The entire work is to be completed in 12 **(Twelve) month** from the date of issue of Letter of Acceptance.
- 7. THE LIST OF ADDRESSES TO WHICH CORRESPONDENCE AND DOCUMENTS RELATING TO CONTRACT SHOULD BE SENT:**  
Office of Chief Project Manager/Allahabad (E), 1st Floor, Old GM Building, N.C. Railway, Balmiki Chauraha, Nawab Yusuf Road, Allahabad – 211001.
- 8. EARNEST MONEY:**  
The Tenderer shall deposit a sum of **Rs. 8,722/-** as Earnest Money in a manner prescribed in "Instructions to Tenderers and Conditions of Tendering."(Section-II, Chapter-I).

**9. SECURITY DEPOSIT & CONTRACT PERFORMANCE :**

The Tenderer shall deposit Security deposit and Contract Performance Guarantee in a manner prescribed in para **2 & 3** of "Special Conditions of Contract "(Section-II Chapter-II).

**10. DOWN LOADING OF TENDER DOCUMENTS FROM WEBSITE.**

**10.1** Tenderers can download the tender document from website [www.dfccil.gov.in](http://www.dfccil.gov.in)

**10.2** The tenderers submitting their offer on the document downloaded from the website should enclose requisite cost of tender document along-with their offer, failing which their offer is liable to be summarily rejected.

**10.3** The tenderer using the tender document downloaded from the website should watch the website for corrigendum/ addendum to the NIT/ Tender document and there will not be any separate individual communication for the same.

**10.4** In case of any dispute, the hard copy of the tender document shall be considered as final.

**SECTION-I/CHAPTER-III****(A) SCHEDULE**

Pay structure of the staff to be outsourced and agency commission to be quoted by Manpower service Provider (Contractor)

Salary components	Auto CAD Operator	Sr. Steno/EA with 5 years experience	Office Assistant/Computer Operator with 5 years experience	Office Attendants cum peon/ Fieldman/Safaiwala etc.
Gross Pay/per month	NIL	NIL	Rs. 12,000.00	Rs. 8,300.00
Agency's commission/ Service charges) on Gross Pay	In words _____ In figures _____			
Tentative numbers of staff required by DFCCIL	0	0	2	5

**Note:**

1. Service tax is excluded as applicable
2. 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)
3. On completion of every 04 months of continuous employment in DFCCIL, five (05) days paid privilege leave will be admissible which shall lapse on completion of every year and cannot be encashed. The leave of last four month shall be credited to staff's leave account before two months of completion year( The sanctioning of the leave will be decided by DFCCIL).
4. The Bidder are required to fill in the agency commission (**in percentage**) in the same form and submit the complete document with their signature on all pages of the documents.
5. Payment will be made on basis of actual manpower deployed and requirement can be varied at the discretion of DFCCIL.



**(B) Eligibility Qualification for various categories of outsourced staff**

<b>POST</b>	<b>Essential Qualification</b>
<b>Office Assistant/ Computer Operator</b>	a) Graduation OR Three year Diploma in Office Management. b) MS Office (Word, Excel and Power Point)Minimum <b>THREE YEARS</b> relevant experience.
<b>Office Attendant cum Peon/Fieldman</b>	Read & Write in Hindi/English

# **SECTION – II**

**Section – II/CHAPTER I**

**INSTRUCTIONS TO TENDERERS & CONDITIONS OF TENDERING.**

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**SECTION II**

**CHAPTER-I**

**INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING**

**1. GENERAL INSTRUCTIONS**

- 1.1** Tenders are invited on behalf of Dedicated Freight Corridor Corporation of India Ltd. from established and reliable contractors for providing various categories of outsourced staff for 12 months at the office of SLAO / Mirzapur, Dy. PM/Engg./ Mirzapur & Dy CPM /Elect./MGS."
- 1.2** The "General Conditions of Contract" applicable for the work, Special Conditions of Contract, Instructions to tenderers and conditions of tendering, Preamble including schedule of work & forms etc. shall, hereafter, be collectively referred to as the "Tender document".
- 1.3** Any clarifications required by the tenderer may be obtained from the office of Chief Project Manager/DFCCIL/Allahabad (E).

**2. TENDERER'S CAREFUL STUDY OF TENDER, SITE OF WORK & LOCAL CONDITIONS:**

- 2.1** It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors which would have any effect on the performance of the contract. DFCCIL shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule shall be entertained after the offer is accepted by the DFCCIL on account of any local condition or factor.
- 2.2** The intending tenderer is advised to study the tender document carefully. Any submission of a tender by the tenderer shall be deemed to have been done after a careful study and examination of document with full understanding of the implication thereof. These conditions shall be deemed to have been accepted unless otherwise, specifically commented upon by the Tenderer in his tender. Failure to adhere to anyone or all these instructions may render his offer liable to be rejected without any reference.

- 3. COMPLIANCE TO TENDER CONDITIONS:** The tenderer shall indicate paragraph by paragraph for each section of the tender document that either his tender complies in every respect with the requirements of each clause and sub clause.

**4. EARNEST MONEY**

- 4.1** The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender under the conditions of tender. The earnest money amounting Rs. 8,722/- shall be submitted along with tender document as indicated in the tender notice.
- 4.2** It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of the stipulation on his part that after submitting his tender, he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Chief Project Manager/DFCCIL/Allahabad (E). Should the tenderer fails to observe or comply with the said stipulation, the aforesaid amount deposited as Earnest Money shall be liable to be forfeited to the DFCCIL.
- 4.3** If his tender is accepted, this Earnest Money in sub clause (a) above will be retained as part of security for due and faithful fulfillment of the contract as required under para 2 of special conditions of contract. The earnest money of other tenderers shall, save as herein before provided, be returned to them but the DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession nor be liable to pay interest thereon.
- 4.4** The Earnest Money receipt shall be incorporated in the original copy of the tender document.
- 4.5** Deposit receipt, pay orders or Demand Drafts of the State Bank of India or any of the Nationalized Bank. No confirmatory advice from the Reserve Bank of India will be necessary.
- NOTE:** - Deposit receipts, Pay Order and demand Drafts should be drawn in favour of DFCCIL Payable at Allahabad and endorsed "Account Payee". These instruments should be valid atleast for the period covering two months beyond the validity of the offer.
- 4.6** No reference to the previous deposit of Earnest Money & Security Deposit for adjustment against the present tender will be accepted and any request for recovery from any security Deposit against present tender will not be entertained.
- 4.7** No interest will be payable by the DFCCIL on the Earnest Money.
- 4.8** Any tender not accompanied by Earnest Money in one of the approved forms will be summarily rejected.

- 4.9** The Earnest Money shall be forfeited for breach of any of the tender conditions or if the contractor fails to execute the Contract Agreement (to be determined by the Engineer in-charge) after notification of the acceptance of his offer.

**5. SUBMISSION OF OFFERS:**

- 5.1** All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers. Offers received after the stipulated time and date will be summarily rejected.

- 5.2** In case the date of opening happens to be a holiday, the tender will be received and opened at the same time on the next working day.

- 5.3** All offers shall be either type written or written neatly in indelible ink. Each page of the offer must be numbered consecutively. A reference to total number of pages comprising the offer must be made at the top right hand corner of the top page. All the supporting documents should be submitted in original. However in case of some documents where it is not possible to submit original documents ,the same may be submitted duly attested by Self /Gazette officer of Govt. of India but the tenderer must produce original documents for verification when called for in short notice .

- 5.4** All copies of the tender paper shall be signed in ink by the tenderer, on each page including closing page, in token of his having studied the Tender papers carefully.

- 5.5** RATES: Contractor / bidder must quote the Agency's Commission/Service charges in terms of a flat single percentage on gross Pay payable to the outsourced persons (EXCEPT TA & DA)and other information like discounts etc. having a bearing on the price shall be written both in figures and in words in the prescribed offer form. In case of difference in words and figures, the amount written in words will be taken into consideration.

- 5.6** ATTESTATION OF ALTERATION: No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer / tenderers in his/their entries must be attested by him/them.

- 5.7** The mode and packet system of tendering is specified in TENDER NOTICE.

**6. OPEN TENDER SYSTEM:**

The tenderer shall submit his tender in sealed cover. Tender offer shall be complete in all respects. Tender bid shall be sealed in one envelope bearing the tender number its description and date of closing/opening.

**7. OPENING OF TENDER:**

The Tenderers' bid will be opened at the time & date of opening of the tender given in the tender notice. The tenders will be opened immediately thereafter and rates read out in presence of such Tenderers/Representatives who choose to be present. Tenders, which are received after the time and date specified above, may not be considered. In case the intended date for opening of tenders is declared holiday, the tenders will be opened on the next working day at the same time.

**8. VALIDITY OF OFFER**

The tenderer shall keep the offer open for a minimum period of 90 (Ninety) days, from the date of opening of tender. Within that period, the tenderer can not withdraw his offer subject to the period being extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money.

**9. SCHEDULE OF PRICES**

The rate should be quoted by the Contractor after taking all the relevant factors into consideration and these should be Firm and all inclusive without any variation clauses. The prices shall be quoted in rupees for the units under metric system.

**10. RATES DURING NEGOTIATION**

The tenderer/s shall not increase his/their quoted rates in case the DFCCIL Administration negotiate for reduction of rates, such a negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.

**11. PERIOD OF COMPLETION**

The works/work are/is to be completed within a period as mentioned in tender notice from the date of issue of Letter of Acceptance of the tender.

**12. NON TRANSFERABILITY & NON REFUNDABILITY**

The tender documents are not transferable. The cost of tender paper is not refundable.

**13. ERRORS OMISSIONS & DISCREPANCIES**

The Contractor(s) shall not take any advantage of any mis-interpretation of the conditions due to typing or any other error and if in doubt, shall bring it to the notice of the Engineer, without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the mis-interpretation shall be entertained.

**14. WRONG INFORMATION BY TENDERER**

If the tenderer/s deliberately gives/give wrong information in his/their tender, creates/create circumstances for the acceptance of his/their tender, the DFCCIL reserve the right to reject such tender at any stage.

**15. AUTHORITY FOR ACCEPTANCE**

**15.1** The authority for the acceptance of the tender will rest with the DFCCIL. The DFCCIL shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender.

**15.2** The contractors operations and proceedings in connection with the works shall at all times be conducted during the continuance of contract in accordance with the laws, ordinance, rules and regulations for the time being in force and the contractor shall further observe and comply with the bye-laws and regulations of the Govt. of India, State Govt. and of Municipal & other authorities having jurisdiction in connection with the works.

**16. AGREEMENT**

The successful tenderer/s shall be required to execute an agreement with the Dedicated Freight Corridor Corporation Of India Ltd. acting through the Chief Project Manager/DFCCIL/Allahabad (E) or his accredited officer for carrying out the work according to the tender documents as indicated.

**17. TENDERER'S ADDRESS**

Tenderer shall state in the tender his present and permanent postal address fully and clearly along with functional Telephone nos. Any communication sent to the tenderers by post at his said address, shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered post.

**18. Payments through RTGS/NEFT.**

Tenderer shall be required to submit the details in the enclosed FORM No. 4 at the time of submission of tender documents for making payment through e-payment vide NEFT/RTGS.

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**SECTION II /CHAPTER II**  
**SPECIAL CONDITIONS OF CONTRACT**

**I N D E X**

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**SPECIAL CONDITIONS OF CONTRACT**

**1. AGREEMENT:**

The successful Tenderer shall within 15 days from issue of LOA to be bound to execute an agreement based on accepted rates and conditions, in such form as the DFCCIL may prescribe, and lodge the same with the DFCCIL together with the conditions of contract, Schedule of prices referred to therein duly completed. Extension of time for signing of Agreement beyond 15 days and upto 30 days from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement. The form for agreement is included in Section II, Chapter III, (Form No.2).

**2. SECURITY DEPOSIT:**

- (a) 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 rate for which are given below, may be deposited by the contractor or may be recovered by percentage deduction from the contractor's "on account" bills.

Unless otherwise specified in the special conditions, if any, the security Deposit/ rate of recovery/ mode of recovery shall be as under;

Security deposit for each work should be 5% of the contract value.

- (b) The rate of recovery should be at the rate of 10% of the on account bills till the full security deposit is recovered.
- (c) Security deposits will be recovered only from the on account bills of the contract and no other mode of collecting SD (such as SD in the form of instrument like BG, FD etc) shall be accepted towards security Deposit.
- (d) Security Deposit shall be released to the contractor by the Competent Authority only after the expiry of the completion period and after passing the final bill based on "No Claim Certificate". The Competent Authority shall normally be the authority who is competent to sign the contract. The certificate, inter alia, should mention that the work has been completed in all respects and all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to DFCCIL against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.
- (e) No interest will be payable upon the Earnest Money and security Deposit or amounts payable to contractor under the contract.

**3. PERFORMANCE GUARANTEE:**

- (a) The successful bidder shall have to submit a performance guarantee (PG) within 15 (Fifteen) days from the date of issue of letter of acceptance (LOA). The form of performance guarantee is included in Section – II, Chapter – III (Form no. – 3). Extension of time for submission of PG beyond 15 days and upto 30 days from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement.
- (b) The successful bidder shall submit the performance guarantee (PG) in any of the following forms amounting to 5 percent of the contract value;

The performance guarantee may be in any of the following forms:-

- (i) Irrevocable bank guarantee,
- (ii) Deposit receipts, pay orders, Demand Drafts and Guarantee Bonds.  
These forms of Performance Guarantee could be either of the State bank of India or of any of the Nationalised Banks,
- (iii) Guarantee Bonds executed or Deposit Receipts tendered by all Schedule Banks,
- (iv) Also FDR in favour of DFCCIL payable at Allahabad (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued but before signing of the contract agreement. This PG shall be initially valid up to stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets extended, the contractor shall get the validity of PG extended to cover such extended time for completion of work plus 60 days.
- (d) The performance guarantee (PG) shall be released after physical completion of the work based on completion certificate issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit shall however be released only after passing the final bill based on "No Claims Certificate" issued by the contractor.
- (e) Whenever contract is rescinded, the security deposit shall be forfeited and the performance guarantee shall be encashed. The failed contractor shall be debarred from the participating in the tender in future.
- (f) Failure by the contractor to extent the validity of performance guarantee as described here in above, in which event the engineer may claim the full amount of the performance guarantee.

- (g) The contract being determined or rescinded under provisions of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the Dedicated Freight Corridor Corporation Of India Ltd.

**4. CONDITIONS OF CONTRACT FOR PROVIDING SERVICES OF OUTSOURCED PERSONS:**

**4.1 Scope of work:** Manpower Service Provider has to provide services of outsourced Persons in various categories as mentioned in para A&B of Section-I/ Chapter-III.

**4.2 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 mentioned in para A&B of Section-I / Chapter-III at offices like Mirzapur & Mughalsarai as may be required by CPM/DFCCIL/Allahabad(E).

**4.3 Pre-qualification criteria for Manpower Service Provider/Agencies:**

- a) The tenderer/bidder must have provided services for at least 250 man month in a year in India and gross 750 man month in the last three Financial years & current year to PSUs, Government organization, Autonomous bodies etc.
- b) The agency should have a minimum turnover of Rs. One (01) Crore in India in the preceding three (3) years in the particular field as manpower placement agency/service provider. Audited financial statement last three Financial years should be submitted along with the bid document.
- c) The agencies should have EPF code, ESI registration no., PAN, Service tax registration and registration under all the applicable labor laws and should submit copy of the same.
- d) Consortium bidding to fulfill the eligibility criteria of this tender shall not be allowed at any stage.
- e) The agency will be awarded work for 12 months 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.

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

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>		
1.	Name of agency (Manpower service provider)			
2.	Address with Telephone, Email 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.	Manpower details (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)	
			2011-12	2012-13
6.	Annual turnover of last three financial years(audited financial statement of last three financial years to be enclosed with Documentary evidence)	2011 - 12	2012 - 13	2013 -14
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 in numbers & turnover. (last three years)			
13.	Attach satisfactory performance report from existing clients from Govt./PSU/Autonomous Bodies			
14.	Other information, if any			

- 5.1 The contract shall be governed by the General Condition of Contract and Security deposit and income tax shall be deducted as per extent rules. For the purpose of this contract, the General Condition of Contract, as issued by the North Central Railway, with latest correction slip issued, shall be applicable.

- 5.2 The DFCCIL reserves the right to terminate the contract if the contractor fails to render the services as per various provision of the contract. The contractor shall not be entitled for any extra rate/payment/claim on account of this. In such case of termination of contract on contractor's account, the entire security deposit shall be forfeited and the firm shall be debarred for further participation in DFCCIL.
- 5.3 The DFCCIL reserves the right to short close the contract at any time, without any financial implication on either side, on administrative ground without assigning any reason thereof by giving one month notice in advance. The contractor shall not be entitled for any extra rate/payment/claim on account of this.
- 5.4 An post wise excess of upto 25% and saving upto 100% can be done at the discretion of DFCCIL at applicable rates with overall variation within  $\pm$  25%.

## **6. RATES, PAYMENT AND PENALTY**

- 6.1 The rates filled in the schedule shall be inclusive of all charges, taxes, duties, incidental charges, penalties etc. leviable by the State/Central Government and local bodies excluding Service Tax as applicable.
- 6.2 No additional charges in any form except as stipulated specifically in various clauses of terms and conditions shall be admissible.
- 6.3 Payment will be made once in a month through cheque/RTGS on submission of bill as per accepted rates and after the due verification as necessary by the DFCCIL Official.
- 6.4 The amount payable by DFCCIL to the Manpower Service Provider shall include the remuneration payable to the outsourced person, besides the commission payable to the Manpower Service Provider and applicable Service Tax.
- 6.5 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.
- 6.6 TDS as per rule at the prevailing rate shall be deducted from the monthly bill.
- 6.7 No commission and service tax will be paid to the contractor on account of payment for the expenditure made by the contractor towards TA/DA of outsourced staff. Actual expenditure incurred on TA/DA will be reimbursed.
- 6.8 Penalty for an amount of Rs.500/- to Rs. 2,000/- depending on the nature of unsatisfactory service, will be deducted from the due amount in the following conditions.
- a. Frequent absence or any undisciplined behavior by the outsourced staff;
  - b. Discourteous behavior towards any officer or staff of DFCCIL;
  - c. Not carrying out the duties listed in the scope of work in a satisfactory manner;
  - d. Damage or stealing of any asset or property of DFCCIL or officers and staff of DFCCIL;

## **7.0 GENERAL**

- 7.1** The DFCCIL reserves the rights to terminate the contract at any time without assigning any reason thereof by giving one-month notice in advance. The tenderer's shall not be entitled for any extra rate on account of this.
- 7.2** All disputes & differences of any kind what so ever arising out of or in connection with the contract whether during the progress of the contract or after its completion shall be referred by the contractor to the DFCCIL and DFCCIL shall within a reasonable time after receipt of the contractor's representation, make and notify decisions on all matters which shall be deemed as excepted matters and decisions there on shall be final and binding on the contractor.
- 7.3** The contractor shall be liable to honour Central and State law, statutory rules, regulation, notification like Legislation, local self-government/municipal requirements etc. and shall be solely responsible for any breach thereof. DFCCIL stands indemnified against any penalty/prosecutions consequent to the violations (deliberate or inadvertently) by the contractor or his employee/ representative etc. of such statutory provision in force.
- 7.4** The contractor shall at all times indemnify to the DFCCIL administration against all claims which may arise due to accident or otherwise under motor vehicle act or workman's compensation act or any other act or statue having bearing over the services and for engagement of workman, directly or indirectly for performance of work under the contract or due to the breach of the terms and conditions mentioned herein and owing to any sort of act of omission or commissions on the part of the contract during the currency of this contract.
- 7.5** That the contractor agrees to indemnify to the DFCCIL administration against all claims for compensation by on or behalf of staff employed by him in connection with the present contract for any injury or death by an accident under the Workmen's Compensation Act VIII of 1923 and the DFCCIL Administration will be entitled to deduct from any sum of money due or payable to the contractor for the amount of compensation thus payable under the terms of Section – 12 of the said act together with all or any cost incurred by the DFCCIL administration in such connection and the contractor further agrees that the decision of the DFCCIL officer with respect to the amount of such indemnity shall be accepted by him finally.

- 7.6** All other charges of Central Government/State Government or any other authorities, if any are to be included by the tenderer in his BID.
- 7.7** The contractor shall indemnify the DFCCIL and its employee against any penalties, as **Principal Employer**, for any failure of the tender to honor various Central/State Government Laws/enactments.
- 7.8** In case of any dispute regarding interpretation of any of the above quoted clauses, decision of the Chief Project Manager/DFCCIL/ Allahabad(E) will be final and binding on the contractor.

**8. Conditions for Manpower Service Provider:**

- 8.1** 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 given in para Section – I Chapter – III of Preamble.
- 8.2** 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 a committee nominated by CPM/DFCCIL and the candidate will be permitted to be engaged only after being found suitable by the committee. 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.
- 8.3** 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.
- 8.4** 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 and shall keep the DFCCIL indemnified at all times.
- 8.5** The Manpower Service Provider shall make actual disbursement of salary to the outsourced persons in various categories as agreed with DFCCIL Land in



no circumstances the actual disbursement shall be less than the agreed amount without prior written approval of DFCCIL. The manpower service provider shall make monthly payment of remuneration to the outsourced person in their respective bank account till 10<sup>th</sup> of every month.

- 8.6** 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.
- 8.7** 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.

**9. Obligations of the Manpower Service Provider:**

- 9.1** 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.

- 9.2** 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
- 9.3** 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).
- 9.4** The Manpower Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules as amended up to 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.

- 9.5** 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.
- 9.6** 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.
- 9.7** The Manpower Service Provider must also be able to arrange for the replacement of the existing outsourced person, as per the instructions of DFCCIL.
- 9.8** 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.
- 9.9** The services of the outsourced person engaged are liable to be transferred anywhere from Allahabad to Mirzapur/Mughalsarai and without any extra remuneration pending on the exigencies of the work.
- 9.10** For any employee leaving the services, agency will have to give a notice at least 15 days in advance. No dues certificate shall be taken from DFCC before the date of relieving failing which dues shall be recovered from the agency.

**10. Working Hours of Hired staff**

The total weekly working hours for the outsourced personnel shall be 48 hrs. However, these 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/Allahabad. Proportionate additional payment will be made for attending office on Sunday/holiday or Compensatory off will be provided to the individual in the succeeding weeks in lieu of the attendance for work on National/Gazetted Holiday/Sunday. Not turning up for work on National/Gazetted Holiday/Sunday when specially asked to do so shall attract deduction of the amount payable for the day. More than two Compensatory off will not be permitted to be availed at a time.

**11. Facilities to the Outsourcing Staff**

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

Sr. No.	Description	For stay more than 8 hrs.
01.	Daily Allowance	Rs.200.00
02.	Night Stay charges	Rs.250.00
03.	Night Travel Charge	Rs.200.00

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

Sr. No.	Description	For stay more than 8 hrs.
01.	Daily Allowance	Rs.125.00
02.	Night Stay charges	Rs.150.00
03.	Night Travel Charge	Rs.125.00

**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 8 Km.
- Conveyance charges will be paid @ Rs.6.00 per km.

**12. 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.

**13. 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, 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 1996.

Keeping in view of the above, the Manpower Service Provider may send the bid in the prescribed format.

**14. Jurisdiction of Courts**

Jurisdiction of courts for dispute resolution shall be Allahabad only.

**SECTION - II**

**CHAPTER – III**  
**FORMS OF TENDER**

<b>Form No.</b>	<b>Subject</b>	<b>Page No.</b>
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**OFFER LETTER**

**To,  
Dedicated Freight Corridor Corporation Of India Ltd.,  
Acting through Chief Project Manager/  
DFCCIL,Allahabad (East).**

1. I/We \_\_\_\_\_  
\_\_\_\_\_ have read the various conditions to tender attached here to and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of ..... 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 hereby agree to abide by the General and Special Conditions of Contract and to carry out the work according to the Terms & Conditions laid down by the DFCCIL administration for the execution of present contract.
2. A sum of Rs. \_\_\_\_\_ only is herewith forwarded as "Earnest Money". The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if,
  - (a) I/We do not execute the contract Agreement within 15 days after receipt of Letter of Acceptance issued by the DFCCIL administration that such documents are ready or,
  - (b) I/We do not commence the work within 7 days after receipt or orders to that effect.
3. Until a formal agreement is prepared and executed the acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to, between us and indicated in the "Letter of Acceptance" of my/our offer for this work.

SIGNATURE OF CONTRACTOR(S)

DATE:

SIGNATURE OF WITNESS:

CONTRACTOR(S) ADDRESS

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

**AGREEMENT**

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Fourteen between DFCCIL, Fifth Floor, Pragati Maidan, Metro Station Building Complex, New Delhi – 110001 acting through Chief Project Manager, First Floor, Old G.M. Building, Nawab Yusuf Road, near Balmiki Chauraha, DFCCIL, Allahabad(East) (hereinafter called 'the Employer/Engineer') of one part and Messrs \_\_\_\_\_(hereinafter called the Consultant) of the other part.

WHEREAS the employer is desirous that certain works should be executed by Consultant viz. Contract no. \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the works) and has accepted a Bid by the Consultant for the execution on 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 Tender
  - (b) Notice Inviting Tender
  - (c) Instructions to the Tenderers
  - (d) Conditions of the Contract
  - (e) Schedule of Quantities
3. In consideration of the payments to be made by the Employer to the Consultant as hereinafter mentioned, the Consultant 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 Consultant 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 Consultant in the presence of:

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

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated.

**GUARANTEE BOND FOR PERFORMANCE BANK GUARANTEE**

(On Stamp Paper of appropriate value)  
(To be used by approved Scheduled Banks)

To

Dedicated Freight Corridor Corporation of India Ltd.  
Fifth Floor, Pragati Maidan,  
Metro Station Building Complex,  
New Delhi – 110001

[Acting through Chief Project Manager, First Floor, Old G.M. Building, Nawab Yusuf Road, near Balmiki Chauraha, DFCCIL, Allahabad (East)]

WHEREAS

\_\_\_\_\_ (hereinafter called "the Consultant") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee by a scheduled bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee;

NOW THEREFORE as hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant, upto a total of \_\_\_\_\_ [amount of Guarantee], \_\_\_\_\_ [amount of words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.



We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

We further agree that at any time during period in which this guarantee is valid The Employer may request for its extension and the Bank will extend this guarantee under the same condition for the required time at the cost of the contractor.

Lastly undertake not to revoke this Bank Guarantee during its currency except with previous consent of the DFCCIL in writing.

This guarantee shall be valid upto \_\_\_\_\_ (a date 60 days from the date of completion of the work).

**SIGNATURE AND SEAL OF THE GUARANTOR**

Nam of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

*Payments through RTGS/NEFT*

**Para-16 of Section –II,  
Chapter – I**

1. Centre (City Code)
2. Vendor code
3. Beneficiary Name
4. Account type
5. Bank Account No.
6. Name and address of Bank
7. Bank telephone No. with STD code
8. Bank Branch MICR code
9. Bank Branch IFSC code
10. Firm e-mail address

I /we confirm that I/we will bear the charge, if any, levied by my/our bank for the credit of RTGS/NEFT A/cs in my/our account.

Thanking you

For -----  
-----

(Authorized Signatory)

We confirm that we are enabled for receiving NEFT/RTGS credits and further confirm that the A/c No. of (Firm's name). The signature of authorized Signatory and the MICR and IFSC code of our branch mentioned above are correct.

Bank's Verification  
(Manager's/Officer's Signature)  
With bank's stamps

Chief Project Manager  
DFCCIL/ALD(E)  
for and Behalf of Dedicated Freight Corridor  
Corporation of India Limited

I/We agree to abide by the terms and conditions mentioned above.

Name & Signature  
of the Tenderer/s