



**Dedicated Freight Corridor Corporation of India Ltd**

**(A Government of India Enterprise)**

**Tender No. : HQ/Admin/Tender/Housekeeping services/14**

**TENDER DOCUMENT**

**NAME OF WORK: Engagement of Manpower Service Provider for  
outsourcing of Housekeeping services.**

**November '2014**

**Corporate Office**

**Dedicated Freight Corridor Corporation of India Limited**

**5<sup>th</sup> floor Pragati Maidan Metro Station Complex**

**New Delhi-110001**

**Phone: +91-11-23454700; Fax: +91-11-23454701**

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## Section-1

### **Dedicated Freight Corridor Corporation of India Ltd.**

(A Government of India Enterprise under Ministry of Railways)

### NOTICE INVITING BIDS

**Sub:- Engagement of Manpower Service Provider for outsourcing of house keeping services in DFCCIL's Corporate office.**

Sealed bids in a single packet system are invited from reputed, experienced and financially sound companies/Firms/Agencies for engagement of Manpower Services Provider for outsourcing of Housekeeping services for Dedicated Freight Corridor Corporation of India Ltd, 5<sup>th</sup> floor, Pragati Maidan Metro Station building, New Delhi-110001 as per schedule:-

1.	Tender no.	HQ/Admn/Tender/ Housekeeping services/14
2.	Name of Work	Engagement of Manpower service provider for outsourcing of Housekeeping services.
3.	Duration of contract	Two years
4.	Estimated cost of work	Rs.1.55 crore
5.	Cost of Tender Form (Non-Refundable)	Rs.5,250/- (inclusive of 5% VAT)
6.	Earnest money deposit	Rs.3,10,000/- (Rs. Three lakh Ten thousand only)
7.	Sale of Tender Form	21.11.2014 upto 1300 hrs
8.	Last date of receipt of bids	22.12.2014 upto 1500 hrs.
9.	Opening of bids	22.12.2014 at 1530 hrs
10.	Address for communication	<b>GM/Admn</b> , Dedicated Freight Corridor Corporation of India Ltd., Room No.509, Vth floor, Pragati Maidan Metro Station Building, New Delhi-110001.

Tender form can be purchased from Manager/Admin-II, DFCCIL, 5th floor, Pragati Maidan Metro Station Building, New Delhi-110001 on all working days from 1100 hrs to 1700 hrs and upto 1300 hrs on 22.12.14 on payment of Rs.5,250/- in the form of Demand Draft/Bankers Cheque in favour of **Dedicated Freight Corridor Corporation of India Ltd** payable at New Delhi issued by any Nationalized Bank of India or any Scheduled Bank. Tender form can also be downloaded from the website [www.dfccil.gov.in](http://www.dfccil.gov.in). Detailed terms & conditions and future corrigendum/addendum will be posted on this website.

**Manager/Administration  
DFCCIL  
Phone No.011-23454715**

**Section-2**

**Format for submission of Offer.**

(On letter head of firm/company)

No. \_\_\_\_\_

Dated:- \_\_\_\_\_

General Manager /Admin,  
DFCCIL, Pragati Maidan Metro Station building,  
New Delhi.

**Sub.: Engagement of Manpower service provider for outsourcing of Housekeeping services.**

**Ref.: HQ/Admn/Tender/ Housekeeping services/14**

1. I/We-----have read the various conditions of tender attached hereto and hereby agree to a Tender document by the said conditions. I also agree to keep this tender open for acceptance for a period of **120 days** from the date fixed for opening the same and if I/We default thereof, I/We will be liable for forfeiture of my/our full “Earnest Money”. I/We offer to do the work as set out in the Tender Document. I/We also agree to Tender document by the General Conditions of the Contract and to carry out the work according to the Special Conditions of contract as laid down by the DFCCIL Administration for the execution of present contract.
2. A sum of **Rs. 3,10,000/-** is being submitted as Earnest Money in the form of Demand Draft/Pay Order No..... dated.....issued by.....  
(Name & Branch of the Bank).
3. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
  - i) I/We do not execute the contract agreement within 15(Fifteen) days of the date of issue of Letter of Acceptance or on receipt of notice by the DFCC administration that such documents are ready.
  - ii) I/We do not submit a Performance Security in the form of an irrevocable Bank Guarantee amounting to 5% of the contract value as per the performa prescribed by DFCC, within 15 days of issue of letter of acceptance.

- iii) I/We do not commence the work within 15 days after receipt of Letter of Acceptance.
  
- 3. Until a formal agreement is prepared and executed, acceptance of this tender 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.
  
- 4. On account of non-acceptance of award or on account of not fulfilling tender conditions within the prescribed time, I/We shall be debarred by DFCCIL for further participation in the future tenders of DFCCIL.
  
- 5. I/We certify that quoted rates are inclusive of all tax (except service tax), duties and /or any other statutory levies applicable on the services.
  
- 6. I/We do hereby confirm that I/We have the necessary authority and approval to submit this tender document for the supply of subject services to the DFCCIL. The following persons may be contacted for any information or clarifications relating to this Contract.

Signed .....

In the capacity of .....

Duly authorized to sign offers for and on behalf of

.....

Bidder's Name.....

### Section 3.

#### INSTRUCTIONS TO BIDDERS

**General Manager(Admn)**, DFCCIL, for and on behalf of DFCCIL invites, bids under single packet system from the bidders for engagement of Manpower service Provider to provide services of outsourced persons in various categories at DFCCIL, Corporate Office;

#### **3.1 ELIGIBILITY CRITERIA FOR MANPOWER SERVICE PROVIDER:-**

<b>S.No.</b>	<b>Criteria</b>	<b>Documents required</b>
i.	<p>(i) The Bidder should have successfully completed atleast one work of providing housekeeping services costing not less than 35% of the estimated cost of work in the last three years {i.e. current year and previous three financial years} for any government department/PSU. Date of start of work may not fall in this period.</p> <p style="text-align: center;"><b>OR</b></p> <p>The Bidder should be carrying out atleast one contract of providing housekeeping services in any Govt. deptt/PSU and should have rendered services continuously for a period of 24 months during the last three years {i.e. Current year and previous 03 financial years} in an ongoing contract with average annual payment not less than Rs. 27.15 lakhs.</p>	The bidder has to submit certificate issued by concerned authorities as per Performa given in Annexure-I of the bid document.
ii.	The bidder should have received payment against satisfactory execution of completed and ongoing works of all types during last three Financial years i.e. current year and preceding 3 years as per current ITCC/audited balance sheet of not less than 150% of the advertised estimated cost of work.	Copy of audited Profit/Loss Account, Balance Sheet, copy of Income-Tax Return certified by Chartered Accountant for FY 2011-12, 2012-13, 2013-14.
iii.	<p>a) The bidder should be registered for ESI, EPF, Service Tax, PAN number;</p> <p>b) The bidder should submit an Affidavit that it 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 and there has not been any work cancelled against them for poor performance.</p> <p>c) The bidder should be registered under Contract Labour (Regulation and Abolition) Act'1970 and a valid labour licence under this Act.</p>	<p>Copy of Registration Certificate of ESI, EPF, service Tax, PAN No. to be enclosed.</p> <p>Performa of Affidavit is given in Annexure-II of the bid document.</p> <p>Copy of Registration Certificate under Contract Labour Act'1970 to be submitted.</p>

Note:- Consortium bidding shall not be allowed at any stage for fulfillment of eligibility criteria

### 3.2 **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)			
4	Types of the services provided			
5	Annual turnover of last three financial years	2011-12	2012-13	2013-14

### 3.3 **COST OF TENDER DOCUMENT**

Tender form can be purchased from Manager/Admin-II, DFCCIL, 5th floor, Pragati Maidan Metro Station Building, New Delhi-110001 on all working days from 1100 hrs to 1700 hrs and upto 1300 hrs on 22.12.14 on payment of Rs. Rs.5,250/- (inclusive of VAT@ 5%) in the form of Demand Draft/Bankers cheque in favour of **Dedicated Freight Corridor Corporation of India Ltd** payable at New Delhi issued by any Nationalized Bank of India or any Scheduled Bank. The Tender document can also be down loaded from the website [www.dfccil.gov.in](http://www.dfccil.gov.in). In case the Tender document is downloaded from the website, the Tender document fee of Rs.5,250/- in the form mentioned above must be submitted along with the offer. The tender offer without Tender document fee in case the document is downloaded from the web site will be summarily rejected.

### 3.4 **EARNEST MONEY DEPOSIT (EMD)**

The Tenderer must deposit **Earnest Money of Rs. 3,10,000/-** in the form of Bank Draft/Demand Draft/Pay Orders issued by any Nationalized /Scheduled Bank drawn in favour of “**Dedicated Freight Corridor Corporation of India Ltd.**” payable at **New Delhi** along with the Tender document. A Tender offer unaccompanied with the Earnest Money of prescribed amount and in the prescribed form shall be summarily rejected. The Earnest Money of the tenderer shall be forfeited if:-

- (i) The tenderer withdraws his bid during the period of bid validity;

- (ii) If the successful bidder fails within the specified time limit to furnish the required performance security or sign the agreement;
- (iii) Any of the information furnished by the tenderer is not found to be true;
- (iv) The tenderer fails to commence the work within the time period stipulated in the tender, unless otherwise permitted by DFCCIL in writing.

The Earnest Money of the unsuccessful bidders shall be discharged/returned without interest as promptly as possible. The Earnest Money of the successful tenderer shall be converted to Retention Money/Security Deposit when he has signed the agreement and furnished the required performance security.

- 3.5 The bidders shall keep their offer open for a minimum period of **120 days** from the date of opening of the bid, being extended further if required by mutual agreement from time to time. Any contravention of the above condition shall make the bidder liable for forfeiture of his earnest money deposit. The bidders cannot withdraw their offer within the period of validity / extended validity.
- 3.6 All the pages of the tender documents, alongwith addendum/corrigendum shall be signed and stamped by the tenderer or his representative holding the Power of Attorney.

### **3.7 SUBMISSION OF BIDS**

The tender documents shall be submitted in one packet comprising tender document stamped and signed on all pages alongwith supporting documents as per requirement of Bid; Cost of Tender document and Earnest money;

The tender cover should state the following:-

- (a) Name of Work :
  - (b) Tender notice No.:
  - (c )Last date of submission of bids and date and time of bid opening:
  - (d) Submitted to :- GM/Admin, DFCCIL, Pragati Maidan Metro Station, New Delhi.
- 3.8. Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.
  - 3.9. The completed Tender document must be dropped in the tender Box kept for the purpose at Corporate office not later than the date & time mentioned in the “**Notice Inviting Bids**”. Any delay in the submission of Tender document due to postal delay or any other reason will be the responsibility of the tenderer. The Tender documents will be opened at 15.30 hrs on same day in the presence of representatives of the companies/firms, who choose to be present.



- 3.10. DFCCIL reserve all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of DFCCIL in this regard shall be final and binding. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's bid.
- 3.11. Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Earnest Money Deposit of such tenderer shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.
- 3.12. Late/Delayed tenders shall not be considered for evaluation.
- 3.13. No tender can be withdrawn after submission and during tender validity period.
- 3.14. The Tenderer is at liberty to be present either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.
- 3.15. DFCCIL will not be responsible for non supply/non receipt of tender form due to postage/courier delay.
- 3.16. All entries in the tender form should be legible and filled clearly. Overwriting, cuttings, if any, must be initialed by the person authorized to sign the tender bids. The rates should be quoted in figures and in words. If there is any variation between the rates quoted in figures and in words, the rates quoted in "**Words**" shall be taken as correct.
- 3.17. DFCCIL reserves the rights to modify, expand, restrict, scrap, re-float the tender without assigning any reasons.
- 3.18. Bidders are required to give unconditional offers. A conditional offer, having financial implication, is liable to be rejected.
- 3.19. The evaluation of the tenders will be made on the basis of fulfillment of Eligibility criteria mentioned in the bid document. However, DFCCIL reserves the right to seek clarification from the bidders, if the evaluation committee considers it necessary for proper assessment of the proposal. Lowest eligible bidder shall be awarded the work. The reasons for selection or rejection of a particular tender will not be disclosed. The award of work will be further subject to any specific terms and conditions of the contract given the Tender document.

## SECTION-4

### GENERAL TERMS & CONDITIONS OF CONTRACT

**GENERAL TERMS & CONDITIONS OF CONTRACT** will form an integral part of the Bid and contract, which is enclosed along with the tender documents. In case of any deviation between conditions of contract and any other special condition & specifications of contract of this tender document, the special condition & specifications of contract of this tender document shall prevail. The tenders must give a certificate along with their offer that they have thoroughly read, understood and accepted the conditions/special conditions & specifications of contract as well as other conditions of tender etc.

#### **4.1 Definitions:-**

- (a) The Contract shall mean agreement entered into between DFCCIL and the contractor as recorded in the contract form signed by the parties include all attachment, the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, price schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contracts deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- (b) The Contractor/ Bidder/Manpower Service Provider shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- (c) The Contract value shall mean the sum for which the tender is accepted.
- (d) The Contract time means period specified in the tender document for entire execution of contracted works from the date of notification of award.

4.2 **Retention Money/Security Deposit-** On acceptance of the bid, the successful bidder shall submit a security deposit equal to 5% of the contract value. The earnest money of the successful bidder will be converted into initial security deposit. Balance Security deposit shall be deducted at the rate of 10% from each of the running bill of the Bidder till the realization of full amount of security deposit as per contract. The amount of security deposit will be retained till the 60 days period after the completion of contract. The security deposit shall be returned to the contractor without any interest.

4.3 **Performance Security** - Besides, retention money, the successful bidder shall also have to submit performance security within 15 days of receipt of Letter of Acceptance, amounting to 5% of the contract value in the form **Bank Guarantee** as per prescribed format from any Nationalized/Indian scheduled commercial bank. The performance security will be furnished after LOA has been issued but before signing of agreement and should be valid upto two months after the completion of the contract. In case, the time for completion of

work gets extended, the contractor shall get the validity of performance security extended to cover such extended time for completion of work plus 60 days.

- 4.4. When the contract is rescinded, the retention money shall be forfeited and the performance security shall be encashed.

#### **4.5 PAYMENT TERMS:**

The DFCCIL shall make a lump sum payment to Manpower Service Provider which shall include:-

- (i) Remuneration payable to the outsourced manpower as per schedule which is subject to revision of wages as per clause No.6.6 of Special conditions of Contract (Section-6);
- (ii) Service charges/commission payable to the contractor on the schedule;
- (iii) Reimbursement of the proportionate cost of uniform to the contractor as per follows:-  
For Office boys, Gardener and Caretaker cum cook- Rs.100/- per worker per month; For Electricians, Carpenter, Plumber, Supervisors, Artesian, Data Entry Operator- Rs. 167/- per worker per month.
- (iv) Service tax at applicable rates.

The aforesaid consideration will be paid by DFCCIL to the Manpower Service Provider within 15 days against the monthly invoices raised by Manpower Service Provider at the end of each month, in duplicate. Deduction towards Income Tax as applicable under the Income Tax Act, 1961, shall be made from all payments made to the manpower service provider and in respect of such deductions necessary certificates of Tax Deduction shall be given. The Manpower Service Provider shall provide details every month regarding submission of statutory payments towards PF, ESI etc. on account of outsourced personnel with the appropriate authorities. The Manpower Service Provider shall make monthly payment of remuneration to the outsourced personnel by 10<sup>th</sup> day of every month.

#### **4.6 DURATION OF THE CONTRACT:-**

Contract shall be deemed to have commenced from date of issuance of letter of intent and shall be in force for an initial period of two years extendable further for one year with written mutual consent on existing terms and conditions or new terms and condition to be decided at the time of such extension.

- 4.7 DFCCIL reserves the right to increase/decrease the number of manpower under different categories depending as per its requirement.

## SECTION-5

### SCOPE OF SERVICES

**1. OFFICE BOYS {Requirement- 31 no., Class-VIII passed}:-**

Cleaning of rooms, dusting of furniture and equipments in cabins, workstations, cleaning of utensils, arranging and serving lunch, snacks & tea etc. in the office, distribution of important letters, files, drawings etc. Vacuum cleaning of sofas, carpets etc. Any other task assigned by the officer in charge.

**2. HOUSEKEEPING SUPERVISORS {Requirement- 02 no, 12<sup>th</sup> pass}:-**

Supervision of the overall work of outsourced personnel, Maintain the attendance register of the manpower and getting in checked by officer in charge, Maintain the discipline in the manpower, Keeping record of the ID card and uniform assigned to the manpower, attending to senior officers after supervision, Work as assigned by officer-in-charge.

**3. PLUMBER{ Requirement- 01 no, ITI/Experienced}**

Minor plumbing works like changing washers, removing blockage of drains and internal sewage, tightening loosening of fittings etc, operation of water pumps etc, repair/replacement of taps, toilet seats etc.

**4. CARPENTER and ARTISIAN{Requirement- 02 no, ITI/Experienced}**

Minor carpentry works like fixing of locks, handles, in tables/drawers etc. repair of door closers, tightening of hinges of doors, windows etc. Fixing of name plates, adjustment of wheel chairs, repair of sofa etc.

**5. GARDENER {Requirement- 01 no, ITI/Experienced}**

Ensuring maintenance of the lawn of Grass free of weeds, weeding and lawn mowing on a weekly basis, preparing and maintaining the flower beds, trimming the plants, hedges and trees, Watering the lawn, plants and hedges on a daily basis, planting seasonal plants / potted plants / plants as provided by DFCCIL.

**6. ELECTRICIANS, LIFT OPERATOR{Requirement- 06 no, ITI/Experienced}**

Responsible for repair and maintenance of electrical circuits, lighting and minor electrical equipments installed in the premises. Routine/breakdown maintenance of electrical equipments like hot case, heat convector, burnt switches, MCBs, burnt wiring, replacement of tube lights/bulbs, water pump and its motor etc. To attend electrical breakdown in DFCCIL office complex, maintain overall functioning of the lift operation and also able to handle lift operation in case of failure of light and in any emergency. Any other related electrical works as desired by officer in charge of the works.

**7. CARETAKER CUM COOK {Requirement- 02}**

Responsible for upkeep and cooking of food, attending officers in DFCCIL's Guest house on round the clock basis.

**8. DATA ENTRY OPERATOR {Requirement -01, Graduate}**

Computer proficient and typing speed of 40 words per minute.

## SECTION-6

### SPECIAL CONDITIONS OF CONTRACT

#### **6. OBLIGATION OF MANPOWER SERVICE PROVIDER**

- 6.1 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 skills/experience and the tentative number of outsourced personnel and scope of services is given in Section-5 of the Bid document.
- 6.2 It shall be the responsibility of the Manpower Service Provider to employ only adult workers whose antecedents have been thoroughly verified, including character and police verification.
- 6.3 It shall be the responsibility of the Manpower service Provider to verify the skills/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.
- 6.4 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.
- 6.5 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.

- 6.6 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, payment of minimum wages to the personnel deployed should be revised accordingly by the Manpower Service Provider and claimed from DFCCIL with the monthly bill. As on date the prevailing notification of Government of NCT Delhi for minimum wages (for various category of workers) is effective from 1st April'2014 and this will be treated as the reference rate for calculating the proportionate increase over the tendered rates.
- 6.7 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.
- 6.8 The Manpower Service Provider shall decide the modus operandi for engagement of workers and continuously monitor them for rendering proper and efficient services that conform to the prescribed standards set by DFCCIL. 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.
- 6.9 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.
- 6.10 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.
- 6.11 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).

- 6.12 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.
- 6.13 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.
- 6.14 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.
- 6.15 The engagement of outsourced person shall be purely on temporary and on contract basis. The Manpower Service Provider shall at all times make it absolutely clear to the 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.
- 6.16 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.
- 6.17 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.
- 6.18 The outsourced personnel should be in proper uniform. The Manpower Service Provider will provide two sets of uniform per year to each staff which shall be reimbursed by DFCCIL as per rates specified.
- 6.19 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.

- 6.20 Manpower Service Provider shall provide identity cards to all outsourced personnel deployed in DFCCIL bearing their photographs at its own cost.
- 6.21 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.
- 6.22 The Manpower Service Provider shall make actual disbursement of wages/salary to the workers and supervisor through Bank accounts. Any dispute arising out of non payment, short payment or delayed payment has to be settled by the Manpower Service Provider and the workers engaged by him.

7. **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 by giving **one month's notice**. 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. Unsatisfactory service in this case would be frequent absence or poor attendance of outsourced staff, inability to provide replacement, lackadaisical work in maintaining cleanliness, discourteous behaviour by the outsourced staff, 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.

8. **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.
9. **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.
10. **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.

- 10.1 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.
11. **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.
12. **SERVICE TAX** - Service Tax as applicable on gross value of each running account bill shall be paid by DFCCIL as per prevailing law.
13. **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.
14. **PENALTY** - 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 of outsourced staff;
  - b. Any undisciplined behavior by the outsourced staff;
  - c. Discourteous behavior towards any officer or staff of DFCCIL;
  - d. Not wearing proper uniforms;
  - e. Not carrying out the duties listed in the scope of work in a satisfactory manner;
  - f. 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:

<b>Type of Breaches</b>	<b>Amount (Rs.) of Penalty</b>
Staff not in proper uniform	Rs. 50/- per staff per day
Staff turns up late	Rs. 50/- per staff per hour
Failure in cleaning Officers' chambers	Rs. 100/- per room per day
Failure in cleaning Work Stations	Rs. 50/- per workstation per day
Failure to provide replacement within time frame	Rs.100/- per day

On letterhead of the Manpower Service Provider

**FINANCIAL BID**  
**(Section 7)**

To  
General Manager/Administration,  
Dedicated Freight Corridor Corporation,  
5<sup>th</sup> Floor, Pragati Maidan, Metro Station Building Complex,  
New Delhi-110001.

**Sub: Engagement of Manpower Service Provider for outsourcing of Housekeeping services**

Sir,

We are submitting our rates for House Keeping Services as per details given as under:

**SCHEDULE OF QUANTITIES**

S. No.	Category	Qty In man months	Wages	Approx. Gross pay p.m (incl. of esi, epf and Bonus)	Approx. remuneration payable for 24 months
A)	Office Boys	31*24	As applicable for semi- skilled workers	11,957/- p.m.	Rs.88,96,008/-
B)	Cook/ Caretaker for Guest House	02*24	-do	11,957/-p.m	Rs.5,73,936/-
C)	Gardener	01*24	-do-	11,957/-p.m.	Rs.2,86,968/-
D)	Electricians	06*24	As applicable for skilled workers	13,143/- p.m.	Rs.18,92,592/-
E)	Carpenter and Artisian	02*24	-do-	13,143/- p.m.	Rs.6,30,864/-
F)	Plumber	01*24	-do-	13,143/- p.m.	Rs. 3,15,432/-
G)	Data Entry Operator	01 *24	-do-	13,143/- p.m.	Rs.3,15,432/-
H)	House keeping Supervisors	02*24	-do-	13,143/- p.m.	Rs.6,30,864/-
(I)	<b>TOTAL</b>	<b>46*24= 1104</b>			<b>Rs.1,35,42,096/</b>

**Estimated value of the schedule for the period of two years = Rs.1,35,42,096/-**

NOTE:

- (i) The Daily wage rate under the Minimum Wages Act notified by Govt. of NCT of Delhi for various categories of workers mentioned in the chart above shall be deemed to be the reference for calculation of monthly wages and would be revised from time to time as per the notification from appropriate authority. The Manpower Service Provider shall be reimbursed accordingly.
- (ii) Service Tax at applicable rates will be paid extra.
- (iii) 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. The payment for extra day/deduction in wages for a day will be calculated on the notified daily wage rate under Minimum wages Act, Govt. of NCT, Delhi.

Breakup of gross pay as mentioned in Schedule of Quantities is as below:-

Category	Qty	Basic wage	EPF 13.61%	ESI 4.75%	Bonus 8.33%	Gross pay (in Rs. p.m.)
Office boys, Caretaker/cook, Gardner (semi skilled workers)	34	9438	1284.51	448.30	786.50	11,957/-
Electrician, Plumber, Carpenter, Data Entry Operator, Supervisor, Artesian (skilled workers)	12	10374	1411.90	492.76	864.15	13,143/-

*(Note:- The gross pay is calculated as per Minimum Wages as on 01.04.14 of Minimum Wages Act, Govt. of NCT/Delhi, notification No. 12(142)/02/MW/VII/568 dated 28.03.14. )*

- (iv) Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of DFCCIL.

(v) 2 sets of uniform to the outsourced manpower per year shall be provided by Manpower Service Provider and following reimbursement on monthly basis shall be done to the Manpower Service provider by DFCCIL:-

For Office boys, Gardener and Caretaker cum cook{Total-34 workers}- Rs.100/- per worker per month amounting to Rs.1200/- per worker per year; For Electricians, Carpenter, Plumber, Supervisors, Artesian, Data Entry Operator{Total-12 workers} - Rs. 167/- per worker per month amounting to Rs.2000/- per worker per year.

(v) 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.

The bidder must quote their commission in terms of percentage on SCHEDULE OF QUANTITIES in the Financial Bid. This percentage shall be applicable on each item of the schedule uniformly.

\_\_\_\_\_ % is to be given in figures, \_\_\_\_\_ % is to be given in words.

Manpower Service Provider's Name with signature:-

Manpower Service Provider's Name and Address and signature

Telephone No.

Date:-

**Performa for Experience Certificate.{on the letter head of the issuing department}**

M/s..... has provided housekeeping services to this department/Organization.

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 service/  
work as per contract :
6. Actual date of completion  
of work/service :
7. Total value of work/service during the contract period (if completed):
8. In case of ongoing work/service, please indicate the payment made to the contractor for  
F.Y.2011-12, 2012-13, 2013-14, April'14- till date.

(Name & signature of the officer with seal of the department and phone no.).

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**Annexure-II**

**Performa 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**

**With official stamp.**

### **CHECK LIST OF DOCUMENTS.**

1. All pages of Bid document duly stamped & signed by authorised signatory;
2. Demand Draft of Rs.5,250/-as cost of tender form;
3. Demand Draft of Rs. 3,10,000/- as EMD;
4. Financial Bid;
5. Experience Certificate as per Annexure-I;
6. Affidavit as per Annexure-II;
7. Copy of Balance sheets for the FY 2011-12,2012-13,2013-14..
8. Registration certificate for ESI, EPF, Service Tax, PAN, Contract Labour License.