

**PFC CONSULTING LIMITED**  
**(A wholly owned subsidiary of Power Finance Corporation Ltd. -**  
**A Government of India Undertaking)**

**Electronic Tender Document**

**For**

**Annual Contract with an Agency for providing casual staff to  
PFCCL**



**Registered Office**  
**1st Floor, "Urjanidhi" 1, Barakhambha Lane, Connaught Place,**  
**New Delhi – 110 001**  
**22<sup>nd</sup> September, 2016**

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## **PFC CONSULTING LIMITED**

First Floor, Urjanidhi, 1 Barakhamba Lane, Connaught Place, New Delhi-110 001

### **E-tender Notice**

**No. PFCCL/08/ORG/2016/Contract\_Staff**

**Date: 22-Sep-2016**

**Sub.: Electronic bids are invited for Annual Contract with an Agency for Providing casual staff to PFCCL**

#### **1.0 Invitation to Bid**

- 1.1** PFC Consulting Limited (PFCCL), a wholly owned subsidiary of Power Finance Corporation Ltd. (PFC) invites E-tender for engagement of an Agency which can provide Executive Associates, Site Assistants, Secretarial Assistants, IT Assistants, Office Assistants, Attendants, etc. on contractual basis.
- 1.2** Tender Notice and Tender Document are available on PFC Consulting Ltd.'s website and can be downloaded from <https://www.pfcclindia.com> or from the e-Tendering portal <https://www.tcil-india-electronictender.com>. For bid submission, the bidder will have to necessarily download an official online copy of the Tender Document from TCIL's e-portal. All future Information viz. corrigendum/ addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal only. Printed copy of Tender document will not be sold from PFC Consulting Ltd.'s office.
- 1.3** The Bidder shall bear all costs associated with the preparation, submission and participation in the bid. PFCCL in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.
- 1.4** The process of award of the contract is enclosed at **Annexure - II**.
- 1.5** Electronic Bids are invited in single stage two part system viz **Technical Bid**(containing requirements as per **Annexures- IV, V,VI, VII, VIII, IX**, digitally signed copy of terms and conditions of the Tender document as enclosed at **Annexures – I, II** and the draft Agreement enclosed at **Annexure - X** and **Financial Bid**(as per **Annexure- XI**). An Earnest Money Deposit (EMD) of Rs.6,96,000/- (Rupees Six Lakh Ninety Six Thousand Only) in the form of Demand Draft from a Nationalized Bank or a reputed commercial bank of the Country (with Tender No., Name of Firm & Mobile No. written on back side of DD) drawn in favor of PFC Consulting Ltd., payable at New Delhi, should be sent offline in original in a cover superscribing "**EMD**".
- 1.6** Any other information, may be obtained from the office of SVP(U#1), PFC Consulting Limited, First Floor, Urjanidhi, 1 Barakhamba Lane, Connaught Place, New Delhi-110001, India; during office hours on all working days (**except on Saturday, Sunday and Govt. Holidays**) **between 10:30 hrs to 01:00 hrs and 02:30 hrs to 04:30 hrs**.

**1.7** The schedule for bid process and other particulars for the Tender are as below:

Opening date of tender downloading	22.09.2016 from 11:00 hrs (IST)
Closing date of tender downloading	05.10.2016 till 17:00 hrs (IST)
Last date of Submission of E-bids	06.10.2016 till 17:00 hrs (IST)
Submission of Pass-Phrase to decrypt the Bid-Part into the 'Time Locked Electronic Key Box (EKB)	06.10.2016 (between 11:00 hrs and 15:30 hrs) (IST)
Tender Value/ Estimated Cost	Rs.3.5 crore
Earnest Money Deposit	Rs.6,96,000/-(Rupees Six Lakh Ninety Six Thousand Only)in the form of Demand Draft drawn from a Nationalized Bank or a reputed commercial bank of the Country in favor of PFC Consulting Ltd., payable at New Delhi
Date and time of opening of Technical E-bids	07.10.2016 at 11:00 hrs (IST)
Date and time of opening of Financial E-Bids	To be intimated later to the Bidder's qualified at the technical stage.
Contact Person	Sh.V.K.Jain, SVP (U#1)
Phone/Fax	Tel : 011-23456136 Fax : 011-23456170/ 23456111 Email : - pfcconsulting@pfcindia.com

- 1.8** No further discussion/ interface will be granted to Bidders whose bids have been disqualified. PFCCL reserves the right to accept or reject in part or full any or all the Bids without assigning any reason whatsoever.
- 1.9** PFCCL will not entertain any claim of any nature, whatsoever, including without limitations, any claim seeking expenses in relation to the preparation of Bids or any other expense till award of contract.

## 2.0 Qualifying Requirements for Technical Evaluation

The Bidder should meet the following criteria for evaluation of bids (Please fill details in the format at **Annexure – V**):

- 2.1 The Bidder should be an Indian Company/ firm engaged in providing manpower and should have main office or own branch in Delhi/NCR area, to participate in the bid.
- 2.2 The Bidder should have a minimum average annual turnover of Rs.3.5 crore (Rupees Three Crore and Fifty Lakh only) during the last three financial years for work of similar nature.
- 2.3 The Bidder must have executed at least 3 (three) orders of similar job out of which one order must not be less than Rs.3.5 crore in preceding 3 (three) years from the date of opening of bid (i.e. FY's 2013-14, 2014-15, 2015-16) for a reputed organization.
- 2.4 The Bidder must warrant that it is financially solvent and is a profit making company during the last two accounting years based on audited account.
- 2.5 The Bidder should have minimum three (3) years' experience in providing manpower.
- 2.6 The Bidder should also submit satisfactory performance certificates issued by at least two (2) of the companies where it is providing casual staff in support of its having rendered satisfactory services to such companies during the last financial year i.e. 2015-16. Past experience of PFC/ PFCCL with the Bidder if any would also be taken into account and if such experience has been found to be unsatisfactory the Bid of such Bidder would be rejected outright.
- 2.7 The Bidder should be registered with the concerned Govt. Authorities under the Contract Labour (Regulation & Abolition) Act, ESI Act, Provident Fund Act, Service Tax under Central Excise Act and any other act as may be necessary for providing such services as per extant regulations. (The documentary proof of such registrations should be submitted.)
- 2.8 The Bidder should have a PAN, TAN and service tax registration (copy of the same should be submitted).
- 2.9 There should be no legal suit/ criminal case pending or contemplated or legal notice having been served and pending against the Proprietor of the Bidder (in case of Proprietorship), Partner of the Bidder (in case of Partnership), any of its Directors (in case of Company) or against the Bidder on grounds of moral turpitude or for violation of any of the laws in-force as on **21/09/2016**. The Bidder should provide an undertaking for the same in the format as enclosed at '**Annexure-VIII**'.
- 2.10 The Bidder should submit a copy of the Service Tax returns submitted for the FY 2015-2016.

**2.11** The Bidder should also provide an undertaking that it will comply with all extant statutory norms (format as enclosed at '**Annexure-VIII**').

### 3.0 Details of Casual Staff Required(Quality and Size of staff required) and Remuneration payable

Sl. No.	Category of Casual Staff	Desired Qualifications	Desired Experience	Casual Staff Initial Remuneration in PFCCL (Rupees)	
				Minimum	Maximum
1	2	3	4	5	6
1	Executive Associate	MBA or equivalent/ MSW or equivalent/ M.Tech or equivalent/ B.Tech or Equivalent/ MCA/ CA/ ICWA/ CS/ LLM/ LLB	Relevant experience in office management/ administration/ HR/ marketing activities/ Resettlement and Rehabilitation/ Social work/ Reform & Restructuring/ technical domain/ IT/ finance & accounts/ company secretarial matters/ legal, etc.	18,200	50,000
2	Site Assistant	Graduate (10+2+3 years)	Minimum 5 years' relevant experience in conducting various surveys/ maintaining land records/ Resettlement and Rehabilitation/ Social work / marketing activities/ other site related activities, etc.	30,000	35,000
			Minimum 3 years' relevant experience in conducting various surveys/ maintaining land records/ Resettlement and Rehabilitation/ Social work / marketing activities/ other site related activities, etc.	23,000	28,000
			Minimum 1 year relevant experience	18,000	23,000
			NIL	15,000	20,000

		8 <sup>th</sup> Pass*	Minimum 5 years' relevant experience in land acquisition related activities/ conducting various surveys/ maintaining land records/ Resettlement and Rehabilitation/ Social work / other site related activities, etc.	15,000	23,000
3	Secretarial Assistant	Graduate	Minimum 1 year relevant experience in office management/ secretarial practice	15,000	25,000
4	IT Assistant	BCA/ Diploma in Computer Science and related subjects along with graduation	Minimum 2 years' experience otherwise; in handling and maintenance of computer H/W and S/W and related peripherals	18,000	23,000
5	Regional Language Translator	Graduate with the respective Regional Language and English as compulsory or elective subjects <b>or</b> 10 + 2 with certificate course in translation from the respective regional language to English and vice versa	Minimum 1 year experience in translation in case of Graduate and minimum 2 years' of experience in translation in case of certification.	15,000	20,000
6 (a)	Office Assistant/ Receptionist	Graduate	NIL	11622 (Matriculate but not graduate)	12662 (Graduate and above)
6 (b)	Attendant/ Security Staff/ Driver	8th Pass	Minimum 1 year experience in case of drivers.		

**\* Only in cases where the casual staff being engaged has minimum 5 years' of relevant experience and is an expert in the work for which they are being engaged for, such as, in case of Amin, etc.**



- 3.1** The remuneration for casual staff as indicated in Columns 5 and 6 are the minimum and maximum remuneration respectively. The actual remuneration for an individual at the respective level would depend on their experience/ knowledge/ skills as per the job requirement. PF, ESI and other statutory benefits (employee share) shall be deducted from the monthly remuneration of the Casual Staff as per applicable laws/ acts.
- 3.2** The remuneration for an individual can change during the period of engagement after a period of one year upto the maximum remuneration as indicated in Column 6, depending upon feedback.
- 3.3** The approximate numbers of casual staff required in the categories at Sl.No.s 1 to 2 and in the categories at Sl.No.s 3 to 6 would range from 65-70 and 25-30, respectively.
- 3.4** The casual staff requirement is for various locations across India where PFCCL is/ would be rendering services. A tentative list of locations at present is indicated at **Annexure-VI** (Sl.No. 4), which may further expand with the growth in PFCCL business.
- 3.5** Regional Language Translators can be hired on man-day basis also if desired, at the rate of Rs.700/- per man-day.
- 3.6** The remuneration payable to casual staff engaged at the minimum remuneration as indicated at Serial no.s 6(a) & 6(b) of the above table would be aligned with those of our parent company PFC from time to time with the revision in the minimum wages as notified by the Delhi Government.

#### 4.0 Travel Entitlements of Casual Staff

Sl. No.	Category of Casual Staff in PFCCL	Desired Qualifications	Experience	TA		Accommodation Charges			DA		Composite DA		Local Conveyance
				Rail	Road	Metropolitan Cities and Banagalore & Hyderabad	Other Principal Cities	Other Cities	P	O	P	O	
1	Executive Associate	MBA or equivalent/ MSW or equivalent/ M.Tech or equivalent/ B.Tech or Equivalent/ MCA/ CA/ ICWA/ CS/ LLM/ LLB	Relevant experience in office management/ administration/ HR/ marketing activities/ Resettlement and Rehabilitation/ Social work/ Reform & Restructuring/ technical domain/ IT/ finance & accounts/ company secretarial matters/ legal, etc.	I Class/II Class AC Sleeper	Fare of a single seat in taxi, where availed limited to Rs.4.50/ km or actual bus fare.	5300	4400	3500	400	80% of P	580	80% of P	Actual charges by three-wheeler or fare of a single seat in taxi, where availed, limited to Rs.8.0/ KM in the latter case.
2	Site Assistant	Graduate (10+2+3 years)	Minimum 5 years' relevant experience in conducting surveys/ maintaining land records/ Resettlement and Rehabilitation/ Social work / marketing activities/ other	I Class/II Class AC Sleeper	Fare of a single seat in taxi, where availed limited to Rs.2.90/ km or actual bus fare.	2100	1800	1400	250	80% of P	380	80% of P	-Do-

			site related activities, etc.										
			Minimum 3 years' relevant experience in conducting various surveys/ maintaining land records/ Resettlement and Rehabilitation/ Social work / marketing activities/ other site related activities, etc.	Ordinary Sleeper Class/AC III tier where available	Fare of a single seat in taxi, where availed limited to Rs.2.90/ km or actual bus fare.	1600	1300	1100	200	80% of P	290	80% of P	-Do-
			Minimum 1 year relevant experience	Ordinary Sleeper Class/AC III tier where available	Fare of a single seat in taxi, where availed limited to Rs.2.90/ km or actual bus fare.	1600	1300	1100	200	80% of P	290	80% of P	-Do-
			NIL	Ordinary Sleeper Class/AC III tier where available	Fare of a single seat in taxi, where availed limited to Rs.2.90 /km or actual bus fare.	1600	1300	1100	200	80% of P	290	80% of P	-Do-

		8 <sup>th</sup> Pass*	Minimum 5 years' relevant experience in land acquisition related activities/ conducting various surveys/ maintaining land records/ Resettlement and Rehabilitation/ Social work / other site related activities, etc.	Ordinary Sleeper Class/AC III tier where available	Fare of a single seat in taxi, where availed limited to Rs.2.90/ km or actual bus fare.	1600	1300	1100	200	80% of P	290	80% of P	-Do-
3	Secretarial Assistant	Graduate	Minimum 1 year relevant experience in office management/ secretarial practice	Ordinary Sleeper Class/AC III tier where available	Fare of a single seat in taxi, where availed limited to Rs.2.90/ km or actual bus fare.	1600	1300	1100	200	80% of P	290	80% of P	-Do- I
4	IT Assistant	BCA/ Diploma in Computer Science and related subjects along with graduation	Minimum 2 years' experience otherwise; in handling and maintenance of computer H/W and S/W and related peripherals	Ordinary Sleeper Class/AC III tier where available	Fare of a single seat in taxi, where availed limited to Rs.2.90/ km or actual bus fare.	1600	1300	1100	200	80% of P	290	80% of P	-Do-
						1600	1300	1100	200	80% of P	290	80% of P	

5	Regional Language Translator	Graduate with the respective Regional Language and English as compulsory or elective subjects <b>or</b> 10 + 2 with certificate course in translation from the respective regional language to English and vice versa	Minimum 1 year experience in translation in case of Graduate and minimum 2 years' of experience in translation in case of certification.	Ordinary Sleeper Class/AC III tier where available	Fare of a single seat in taxi, where availed limited to Rs.2.90/km or actual bus fare.	1600	1300	1100	200	80% of P	290	80% of P	-Do-
6 (a)	Office Assistant/ Receptionist	Graduate	NIL	Ordinary Sleeper Class/AC III tier where available	Fare of a single seat in taxi, where availed limited to Rs.2.90/km or actual bus fare.	800	700	500	200	80% of P	290	80% of P	-Do-
6 (b)	Attendant/	8th Pass	Minimum 1 year experience in case of drivers.										
	Security Staff/ Driver												

**Principal City (P) :** Ahmedabad, Agra, Allahabad, Amritsar, Asanoli, Bangalore, Bhopal, Chennai, Coimbatore, Delhi, Dhanbad, Faridabad, Hyderabad, Indore, Jabalpur, Jaipur, Jamshedpur, Kanpur, Kochi, Kolkatta, Ludhiana, Lucknow, Merrut, Mumbai, Madurai, Nagpur, Nashik, Pune, Patna, Surat, Vadodara, Vijaywada, Visakhapatnam, Varanasi.

**Ordinary City (O) :** Other than Principal City

**INSTRUCTIONS TO BIDDERS**

**A. Definition of Terms**

1. PFCCL shall mean “PFC CONSULTING LTD.” having its registered office at First Floor, Urjanidhi, 1 Barakhamba Lane, Connaught Place, New Delhi – 110 001.
2. EMD shall mean Earnest Money Deposit.
3. Security Deposit shall mean Security Deposit against Contract awarded.
4. Bidder shall mean any applicant who is submitting the tender in reference to this document.
5. Agency shall mean the Bidder whose bid will be accepted by PFCCL and shall include such successful Bidder, its legal representatives, successors and permitted assigns.
6. Company shall mean PFCCL.

**B. Preparation of Tender**

1. The Bidders are required to submit the completed Tender Document only after satisfying each and every condition laid down therein.
2. All rates shall be written both in figures and in words. In case of discrepancy between the words and the figures, the rates indicated in words shall prevail.
3. The Bidder should take care that the rate and amount should be written in such a way that interpolation is not possible. No blanks should be left which may otherwise make the Bid liable for rejection.
4. The Bidder should submit a Letter of Authority in favour of the authorized person submitting the Bid as per **Annexure-IV**. Every page of the bid should be signed by the authorized signatory of the Bidder with seal of the firm.
5. All the enclosures/ supporting documents such as the registration number of the firm, provident fund account number allotted by Provident Fund Commissioner and ESI number allotted by ESIC should be attested by the authorized representative along with seal of the firm and then enclosed.
6. Bidder submitting a Bid has to submit all necessary documentary proofs related to Qualifying Requirements for Technical Evaluation at **Annexure-V**.
7. The Bidder has to furnish information on applicability of Micro, Small & Medium Enterprises Development (MSMED) Act 2006 as per **Annexure-IX**.

8. Bid must be unconditional. Each Bidder should submit only one bid. No alternate bids from the same Bidder will be considered. In such a case all the bids of the Bidder will be rejected outright.
9. **Language of Bid** - The bid prepared by the Bidder and all correspondence and documents relating to the bid, exchanged by the Bidders and PFCCL, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent paras/ pages. Failure to comply with this may disqualify a bid. For the purpose of interpretation of the bid, the English translation shall govern.
10. The technical specification (to be filled in by Bidder) is enclosed as **Annexures - IV, V, VI, VII, VIII and IX.**
11. The rates to be quoted shall be for 8 hours working from 9.00 AM to 5.30 PM including 30 minutes lunch hours.

**C. Receipt and opening of Tenders**

1. Bids duly filled in, will be received upto the time and date fixed for submission of e-tender and opened on the date and time indicated in the letter inviting Bids.
2. If due date of receipt of Bids and/or that of opening of Bid happens to be a closed day(s), the Bids would be received and opened on the next working day but the time of receipt and of opening will be remain the same.
3. PFCCL reserves the right to postpone and/or extend the date of receipt/opening of Bids or to withdraw the Tender Notice, without assigning any reason thereof. In such a case the Bidders shall not be entitled to any form of compensation from PFCCL.
4. PFCCL reserves the right to verify the credentials of the Bidder from the third party.
5. Bidders submitting a Bid would be presumed to have considered and accepted all the terms and conditions. No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the Bid.
6. Any act or the part of the Bidder to influence anybody in PFCCL is liable to rejection of the Bid.
7. PFCCL reserves the right to accept or reject in part or full any or all the Bids without assigning any reason whatsoever.

**D. Financial Bid**

The financial bid duly signed is to be submitted. Financial Bids of only the technically qualified bidders shall be opened for further evaluation and ranking before award of the contract.

If the Bidder quotes Nil charges/ consideration for its services, the Bid shall be treated as unresponsive and will not be considered.

Bidders shall keep their bids valid up to 180 (One Hundred and Eighty) days from the date of opening of the Financial Bids. Bidders may be required to further extend the validity of Bid as per the requirement of PFCCL, failing which their bids would be rejected outrightly.

That the Bid not confirming to these requirements will be rejected and no correspondence thereof shall be entertained whatsoever.

#### **E. Earnest Money Deposit**

All Technical bids and Financial bids should be accompanied by Demand Draft of Rs.6,96,000/- (Rupees Six Lakh Ninety Six Thousand Only) from a Nationalized Bank or a reputed commercial bank of the Country payable at New Delhi as Earnest Money Deposit (EMD) in favour of "**PFC Consulting Limited**" (with Tender No., Name of Firm & Mobile No. written on back side of DD). The EMD should be sent offline in a cover super-scribing "**EMD**" with Tender No., Name of Firm & Mobile No. written on the cover.

Any bid not accompanied by EMD shall be treated as non-responsive.

The EMD of the unsuccessful Bidders shall be returned after accepting the Letter of Award by the successful Bidder. The EMD of the successful Bidder will be retained by PFCCL as an interest free security deposit for the due performance of the contract till the period of engagement of the Agency.

Bidders who are covered under MSMED (Micro, Small and Medium Enterprises Development) Act would be exempt from submission of EMD.

#### **F. Fraud and Corruption**

It is expected from the Bidders that they will observe the highest standard of ethics during the tendering process and execution of such contract. In pursuance of this policy:

For the purpose of this provision, the terms set forth below shall mean as under:

- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the tendering process or in contract execution; and
- "Fraudulent practice" means a misrepresentation of facts in order to influence a tendering process or the execution of a contract to the detriment of the Company, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition;
- "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Company, designed to establish bid prices at artificial, non competitive levels; and



- “Coercive practice” means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of a contract;

A Bid may be rejected by the Company if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive or coercive practice(s) in competing for the contract in question.

The Company may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practice(s) in competing for, or in executing, a contract.

**PROCESS OF AWARD OF CONTRACT**

**The process of award of contract would consist of 2 steps as below:**

**Step-1**

**Technical Bid Evaluation:** The Technical bids of the Bidders satisfying the qualifying requirements would be evaluated as per criteria mentioned at **Annexure-VI** and the Bidders securing equal to or more than 60 marks would be eligible for opening of Financial Bid.

**Step-2**

**Financial Bid Evaluation :** The Financial bids of the qualified Bidder at Step 1 would be opened and the Bidder quoting the lowest price and meeting all the terms and conditions would be eligible for the award of the contract.

**Date and time of opening of Financial bids shall be communicated to the technically qualified Bidders later. The Bidders may kindly note that any bid not accompanied by the required EMD shall not be opened.**

**SPECIAL TERMS AND CONDITIONS**

**1. Prices**

The service fee/ charges shall remain firm and final during the period of contract. Only the revision in minimum wages as per law shall be reimbursed extra. Except the above, nothing shall be payable on any account, whatsoever, during the period of the contract. The service fee/ charges quoted shall be inclusive of all taxes and duties etc. but excluding Service Tax.

**2. Security Deposit**

After the award of the contract an amount of Rs.6,96,000/- (Rupees Six Lakh Ninety Six Thousand Only) paid as EMD by the successful Bidder will be retained by PFCCL as interest free security deposit for the due performance of the contract till the period of engagement of the Agency. In the event of any breach/violation/contravention of any terms and conditions of the Tender Document or on account of any unpaid dues, charges, statutory obligations etc. on part of the Agency, the said security deposit shall be accordingly adjusted by PFCCL and the matter will be reported to appropriate Statutory Authorities.

The above action of PFCCL does not make the Agency immune to the terms and conditions of the agreement for the period of engagement.

**3. Period of Contract**

Initially the contract will be awarded for a period of 1 year, which can be extended for further period of 2 years (1 year each time) on the same terms and conditions based on the requirement/discretion of PFCCL.

PFCCL may short terminate the contract any time at its sole discretion.

**4. Officer-in-Charge**

Head of HR Unit or his/ her authorised representative shall be the Officer-in-charge for the contract. Agency or his representative, who is in-charge of the arrangement, shall visit the Company at least twice a week, for taking instructions. The Agency shall also deploy a Supervisor for supervising the contractual staff and monitoring their attendance, conduct, etc. The wages of Supervisor shall not be reimbursed by PFCCL and shall be the responsibility of the Agency.

**5. Compliance of Labour & Other Laws**

- i. The Agency shall comply with the provisions of Workmen's Compensation Act, other acts and rules applicable and the payment under this agreement shall be inclusive of all such charges towards compliance of applicable acts and rules. In addition, the Agency shall also comply with all rules/ regulation/ Acts etc. as applicable in future during the currency of the contract.

- ii. The casual staff deployed by the Agency shall remain the employee of the Agency.
- iii. That the Agency shall comply with all the legal/ statutory requirements and provisions as applicable as per the list given below, but not limited to:
  - Minimum Wages
  - EPF @ 13.61% wherever applicable
  - ESI @ 4.75% wherever applicable
  - Bonus @ 8.33% wherever applicable
  - Workmen's Compensation Act
  - Other administrative requirements plus incidentals as applicable as per norms of EPF/ ESI
  - Overtime as applicable
  - Obtaining license under Contract Labour (Regulation & Abolition) Act, 1970, as may be applicable, along with furnishing a copy of license to PFCCL
- iv. The Agency shall provide EPF number and ESI card to casual staff before submission of 1<sup>st</sup> running bill. In case ESI card is not made and there is any medical emergency, expenditure incurred by the staff shall be deducted from the payment to be made to the Agency.
- v. The Agency or his representative, who is in-charge of the arrangement, shall visit our office at least twice a week, for taking instructions. The Agency shall also deploy a Supervisor for supervising the casual staff and monitoring their attendance, conduct, etc. The wages of the Supervisor shall not be reimbursed by PFCCL and shall be the responsibility of the Agency.

#### **6. Deployment of Casual Staff & Discipline**

- i. The details of the casual staff required are given above at Clause 3.0 of the tender document.
- ii. The Agency shall provide casual staff whose age shall be more than 18 years.
- iii. Each of the casual staff so provided by the Agency to PFCCL must possess the requisite educational, technical qualifications and skill as envisaged in the tender document.
- iv. Upon selection of a candidate for deploying to work with PFCCL the Agency shall immediately provide the appointment letter to the candidate along with a copy to PFCCL indicating there in the breakup of the salary to be offered to that contract staff along with other terms and conditions.
- v. The casual staff upon joining, shall submit themselves to the orders of PFCCL and of the Officers/Authorities under whom they may from time to time be placed by the PFCCL during the period of contract and shall at all times obey the rules prescribed and shall whenever required to perform such duties as may be assigned to them by the CEO or any other officer of the PFCCL.
- vi. The casual staff shall deploy themselves efficiently and diligently and to the best of their ability as a part of PFCCL and that they will devote their whole time to the duties of service and shall

not engage directly or indirectly in any trade/business or occupation on their own account. They shall not (except in case of accident or sickness certified by a Civil Surgeon/Authorized Medical Officer) abstain from duties without prior permission from the concerned controlling officer or any other authorized Officer. The casual staff shall not be entitled for remuneration for the period of absence (if not regularized).

- vii. The Agency shall issue identity card to each of its casual staff deployed to work with PFCCL and also shall make available a copy of the same to PFCCL. Any responsible Officer of PFCCL or Guards on duty in the office/ premises of PFCCL can check the identity cards of such casual staff.
- viii. The Agency would ensure that all casual staff deployed to work with PFCCL would behave courteously and decently with the employees of PFCCL and also ensure good manners.
- ix. PFCCL reserves the right to redeploy the services of the casual staff within the Company during the currency of this agreement depending upon the requirement of the PFCCL. The casual staff has agreed to work wherever they are posted or wherever their services are required by PFCCL.
- x. All casual staff is expected to wear prescribed dress code. Jeans, Skirts, T-shirt, Middy, Maxi, shorts are strictly not allowed.
- xi. The Agency shall be responsible for verification of the identity, residence proof, educational qualifications, address, police verification or any other requirements related to the casual staff deployed to work with PFCCL. The agency will submit the Police Verification Report in respect of each casual staff deployed with PFCCL by the Agency.
- xii. The persons deputed to PFCCL shall normally not be changed by the Agency. However if the person leaves company midway due to reasons beyond the control of the Agency then the Agency has to ensure the replacement of an equally qualified/ experienced person.
- xiii. Any requirement and replacement of staff (at any location and any level) shall be addressed within one week of the requirement raised/ need expressed by PFCCL.
- xiv. The casual staff shall carry out such other duties as are entrusted to them from time to time.

## **7. Tour and Travel**

- i. The casual staff may be required to travel outstation from time to time, depending on the work requirement as per their entitlements indicated at Clause No. 4.0 above. The manpower agency would be required to do tour and travel booking for casual staff, payment of tour advance and processing of tour claims of casual staff. The Agency is required to pay tour advance in case a casual staff is required to travel outstation for a period of more than three days.
- ii. The casual staff should settle their tour claims/ tour advance with the Agency within 1 month from the date of return journey. In case the casual staff deployed to work with PFCCL do not settle their tour claims/ tour advance with the Agency within 1 month from the date of return journey, the Agency may deduct such expenditure incurred/ advance paid by it towards such

tour and travel from the salary due of the concerned casual staff. In case of any such deduction from the salary of the casual staff, the Agency should attach a certificate to the effect along with the Invoice raised of salary, as per format enclosed at **Annexure - XIII**.

- iii. In case the contract is coming to an end and tour claims/ tour advance remain unsettled, the Agency may deduct such expenditure incurred/ advance paid by it towards such tour and travel from the last salary of the casual staff.
- iv. The Agency may claim reimbursement of the tour bills from PFCCL on receipt of duly complete tour claims from casual staff along with supporting documents.
- v. In case the Agency is required to pay tour advance to casual staff, the Agency may claim reimbursement of the same from PFCCL, by submission of claim for reimbursement along with proof of payment.
- vi. Service charges towards booking/ cancellation of tickets would be reimbursed by PFCCL against submission of documentary proof subject to maximum of Rs.50/- per ticket.

## **8. Leaves**

The casual staff will be allowed Casual Leaves for not more than 12days (twelve) in a calendar year. Leaves can be availed in units of half days also. The casual staff will be allowed two short leaves in a month i.e. early going/ late coming by two hours on two occasions subject to compensation of the short leave hours by extra hours during the same calendar month. Early going and late coming for more than 2 hours (upto 4 hours) shall be considered as half day absence and late coming and early going beyond 4 hours will be considered as full day absence.

## **9. Termination of Services**

The conditions for termination are as follows:

- i. The contractual appointment shall cease to exist automatically at the end of the date mentioned in the contract agreement without any separate notice to the candidate.
- ii. The PFCCL shall terminate the services of the casual staff without any prior notice, if PFCCL is satisfied on medical grounds that the candidate is unfit and is likely for consideration to continue to be unfit for reasons of ill-health for the discharge of his/her duties. Provided always that the decision of the PFCCL shall be final and binding on the candidate.
- iii. The PFCCL or its officers having proper authority, shall terminate the services, without any prior notice to the casual staff found to be prima-facie guilty of any insubordination, intemperance, moral turpitude or other misconduct, participation in strikes/ agitations/ Union/ Association or of any breach or non-performance of any of the provisions of these conditions or if otherwise found unsuitable for the efficient performance of their duties.

- iv. The PFCCL or its authorized officers can ask the manpower agency to dismiss the casual staff from deployment with PFCCL by giving one month notice to the individual(s) concerned in writing at any time during the service without any cause assigned.
- v. During the period of employment, performance of the casual staff shall be assessed by PFCCL and PFCCL shall have the right to direct the Agency for non-deployment/replacement/ short termination of any of the casual staff based on the assessment.
- vi. In case of dispute, interpretation /decision of PFCCL will be treated as final.

10. Holidays shall be applicable according to Company's rules and regulations.

#### **11. Insurance & Liabilities**

Insurance, Provident Fund, Accident/Damage etc. to the casual staff shall be the liability of the Agency. The Agency shall submit the documentary evidence of having taken out the Employee State Insurance Policy of the casual staff deployed within 15 days of award.

#### **12. Terms of Payment**

- i. The Agency shall make regular payment of salary as per rates agreed and other payments as due, as per the labour laws to the casual staff deployed to work with PFCCL and furnish necessary proof whenever required.
- ii. The payment of salary should be made through online transfer, and in case paid through cheque may be justified with reason. No other mode (such as cash, etc.) for payment would be accepted.
- iii. Along with monthly bill Agency should enclose a certificate to PFCCL to the effect that the casual staff deployed to work with PFCCL has received the payment from the Agency for the said month in full including payment of statutory dues such as PF, ESI, etc. and compliance thereof as per format enclosed at **Annexure - XII**.
- iv. The Agency shall promptly make payment to Regional Provident Fund Commissioner in respect of Provident Fund Contribution by Agency and the amount deducted from salary/wages of casual staff deployed with PFCCL towards their contribution to Provident Fund.
- v. The Agency will submit the monthly bill in duplicate enclosing the supporting documents/ certificates, which shall be duly certified by the officer-in-charge.
- vi. The Agency should raise the bill to PFCCL within 3 working days after releasing the payment to all the casual staff deployed at PFCCL.

- vii.** The Agency should enclose the proof of submission of PF and ESI along with the bill.
- viii.** The Agency should enclose proof of payments made to the casual staff deployed to work with PFCCL for the previous month.
- ix.** Proof of challan/receipt issued by Regional Provident Fund Commissioner (RPFC) etc. for the payment made towards applicable Provident Fund, ESI etc. for the previous month and proof of payment towards compliance of other statutory provisions for the previous month for each casual staff deployed to work with PFCCL should be enclosed with the bill.
- x.** The Agency shall provide salary slip exhibiting all the components to the casual staff at the end of the month and a copy to PFCCL along with the bill.
- xi.** The bill shall be paid through online transaction or crossed account payee cheque in favour of the Agency within 15 working days (after the receipt of bill) thereof after making recovery, if any. The Agency is therefore required to submit a cancelled cheque for the account details to PFCCL.
- xii.** With regard to tour advance and tour claims of casual staff, the agency would process the claims of casual staff deployed to work with PFCCL within 5 working days of the receipt of the claims. Subsequently, the agency can raise an Invoice along with supporting documents/ bills to PFCCL towards processing of such claims on a fortnight basis. Service Charges would be paid to the agency towards processing of these claims. Further, applicable service tax will also be paid additionally.
- xiii.** Payment of tour claims/ tour advance of casual staff will be governed as per Terms & Conditions laid down at Clause No. 7.0 above of "Special Terms and Conditions".
- xiv.** Service Charges will be paid on total invoice value including overtime.
- xv.** TDS (Tax Deduction at Source), if applicable shall be deducted from the payments made to the Agency.
- xvi.** In case, PFCCL receives any complaint regarding non-payment of salary/wages to the casual staff deployed to work with PFCCL, the amount payable to the casual staff will be recovered from the amount payable to the Agency from the Bill and paid to such casual staff.
- xvii.** The Agency to ensure that no other charges except statutory charges and amount against unsettled tour claim/ tour advance, if any, should be deducted from the casual staff.
- xviii.** The Agency shall also disclose the registration fee, if any, charged from its personnel being engaged with PFCCL and the same shall be practiced consistently throughout the tenure of the contract in a transparent and impartial manner.
- xix.** The Agency is responsible for deduction of tax at source of the casual staff as per extant regulations.



- xx.** The Agency shall provide Form 16 to all the casual staff and copy to PFCCL at the end of the financial year.
- xxi.** Bills chargeable to PFCCL shall be paid after every month of services rendered if found in order. In case of any complaint of non-fulfillment of any obligation under the contract, PFCCL reserves the right to deduct the payments due, from the monthly bills of the Agency.

### **13. Termination of Work Contract**

If after award of contract, during the execution of work, if the services of Agency are not found to be satisfactory, PFCCL reserves the right to terminate the contract by giving one-month notice.

In case the issues with regard to non-compliance of statutory dues payable to casual staff comes to our notice, PFCCL shall have the right to terminate the contract and inform other PSUs for not empanelling the defaulting Agency without any further notice.

### **14. Applicable Law**

The law which is to apply to the Contract and under which the Contract is to be constructed shall be Indian Law. The Courts of Delhi shall have exclusive jurisdiction in all the matters arising in the Contract including execution of Arbitration Award.

### **15. Settlement Of Disputes**

Any dispute(s) or difference (s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.

If any dispute or difference of any kind whatsoever shall arise between the Company and the Agency, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall in the first place, be referred to and settled by the Officer In -Charge, who within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the Company and the Agency.

Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the Agency who shall proceed with the Works with all due diligence, whether he or the Company requires arbitration as hereinafter provided or not.

If after the Officer In -Charge has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice; the said decision shall become final and binding on the parties.

In the event of the Officer In-Charge failing to notify his decision as aforesaid within fifteen (15) days after being requested as aforesaid, or in the event of either the Company or the Agency being dissatisfied with any such decision, or within fifteen (15) days after the expiry of the first mentioned period of fifteen (15) days, as the case may be, either party may require that the matter in dispute be referred to arbitration as hereinafter provided.

## **16. Arbitration**

All disputes or differences in respect of which the decision, if any, of the Officer In -Charge has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.

The arbitration shall be conducted by three arbitrators, one each to be nominated by the Agency and the Company and the third to be appointed as an umpire by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.

The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration & Reconciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be New Delhi.

The decision of the majority of the arbitrators shall be final and binding upon the parties. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

The arbitrator shall have full powers to review and/or revise, any decision, opinion, direction, certification or valuation of the Officer In -Charge in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments out before the Officer In -Charge for the purpose of obtaining the said decision.

No decision given by the Officer In -Charge in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.

During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

## **17. Signing Of Contract Agreement**

The Agency and the Company i.e. PFCCL shall enter into a contract agreement on non-judicial stamp paper of Rs.100/- in this regard within 7 days from the date of issue of Letter of Award as per Draft Contract agreement enclosed with the Tender Document at **Annexure-X**.

**ANNEXURE - IV**

**AUTHORISATION LETTER**

I \_\_\_\_\_ certify that I am \_\_\_\_\_ of the Organisation, organised under the laws of \_\_\_\_\_ and that \_\_\_\_\_ who signed the above Bid is authorised to bind the organisation by authority of its governing body.

**Authorized Signatory**\_\_\_\_\_

**Name**\_\_\_\_\_

**Designation**\_\_\_\_\_

**Date** \_\_\_\_\_

**ANNEXURE - V**

**QUALIFYING REQUIREMENTS**

The Bidder not satisfying any of the following Qualifying Requirements would be rejected outrightly:

Sl.No.	Items	Please Tick		Details	Documentary Proof Attached (Please Tick if Yes)	
(1)	(2)	(3)		(4)	(5)	
1.	The Bidder should be an Indian Company/ firm engaged in providing manpower and should have main office or own branch in Delhi/ NCR area, to participate in the bid.					
2.	The Bidder should have a minimum average annual turnover of Rs.3.5 crore (Rupees Three Crore and Fifty Lakh only) during the last three financial years for work of similar nature.					
3.	The Bidder must have executed at least 3 (three) orders of similar job out of which one order must not be less than Rs.3.5 crore in preceding 3 (three) years from the date of opening of bid (i.e. FY's 2013-14, 2014-15, 2015-16) for a reputed organization.					
4.	The Bidder must warrant that it is financially solvent and is a profit making company during the last two accounting years based on audited account.					
5.	Does the Bidder have a minimum of 3 (three) years of experience (as on 21/9/2016) in providing casual staff similar to that desired by PFCCL.	Yes			Yes	
		No				

Sl.No.	Items	Please Tick		Details	Documentary Proof Attached (Please Tick if Yes)	
(1)	(2)	(3)		(4)	(5)	
6.	Satisfactory performance certificates issued by at least two (2) of the companies where the Bidder is providing manpower on contract basis in support of it having rendered satisfactory services to such companies during the last financial year.	Yes			Yes	
		No				
7.	Whether Bidder is registered & license holder under					
	• Contract Labour (Regulation & Abolition) Act	Yes			Yes	
		No				
	• ESI Act	Yes		ESI No. ....	Yes	
		No				
	• Provident Fund Act	Yes		PF No. ....	Yes	
		No				
	• Service Tax under Central Excise Act	Yes		Service Tax Registration No. ....	Yes	
		No				
8.	Whether the Bidder has a Permanent Account Number (PAN)	Yes		PAN .....	Yes	
		No				
9.	Whether the Bidder has a Tax Deduction and Collection Account Number (TAN)	Yes		TAN.....	Yes	
		No				

10.	Whether any legal suit/ criminal case pending or contemplated or legal notice having being served and pending against the Proprietor of the Bidder (in case of Proprietorship), Partner of the Bidder (in case of Partnership), any of its Directors (in case of Company) or against the Bidder on grounds of moral turpitude or for violation of any of the laws in-force as on <b>21/09/2016</b> . (The Bidder should provide an undertaking for the same in the format as enclosed at <b>Annexure-VIII</b> .)	Yes			Yes	
		No				
11.	Copy of Service Tax returns submitted for FY 2015-2016.	Yes			Yes	
		No				
12.	The Bidder should also provide an undertaking that it will comply with all extant statutory norms (format as enclosed at ' <b>Annexure-VIII</b> ').	Yes			Yes	
		No				

**Note:-**Submission of **documentary proof** for the above Qualifying Requirements is mandatory.

In case of absence of any documentary proof as desired above the Bid is liable to be rejected. Also, the documentary proofs attached should be duly attested by the authorized signatory (ies).

**ANNEXURE - VI**

**PFC CONSULTING LIMITED**

First Floor, Urjanidhi, 1, Barakhamba Lane, Connaught Place,  
New Delhi-110001

**TECHNICAL BID**

Sl.No.	Parameters	Criteria	Maximum Marks	Marks Assigned	Details as per the Criteria (To be filled by the Bidder)
(1)	(2)	(3)	(4)	(5)	(6)
1.	Total number of years of experience of providing manpower on contract basis (as on 21/9/2016)	(i) Equal to or more than 3 yrs (ii) Equal to or more than 4 yrs (iii) Equal to or more than 5 yrs	20	12 16 20	
2.	No. of clients to which manpower has been provided on contract basis by the Bidder (Since 22/9/2013) (Please indicate names of the companies also)	(i) <b>Public Sector Units (PSUs)</b> (a) More than 3 (b) $\geq 1$ and $\leq 3$ (ii) <b>State/ Central government</b> (a) More than 3 (b) $\geq 1$ and $\leq 3$ (iii) <b>Multi-national companies (MNCs)</b> (a) More than 3 (b) $\geq 1$ and $\leq 3$ (iv) <b>Others</b> (a) More than 3 (b) $\geq 1$ and $\leq 3$	14 12 10 9	14 8 12 7 10 6 9 5	

Sl.No.	Parameters	Criteria	Maximum Marks	Marks Assigned	Details as per the Criteria (To be filled by the Bidder)
(1)	(2)	(3)	(4)	(5)	(6)
3.	Turnover from supply of manpower as per audited balance sheet (2014-15 or 2015-16: Best of Two) should be minimum Rs.3.5 crore. Enclose necessary proof.	(i) $\Rightarrow$ 3.5 crore (ii) $>3.5$ crore $\leq 5$ crore (iii) $>5$ crore	15	5 10 15	



Sl.No.	Parameters	Criteria	Maximum Marks	Marks Assigned	Details as per the Criteria (To be filled by the Bidder)
(1)	(2)	(3)	(4)	(5)	(6)
4.	The cities among the following across which the Bidder has its offices/ branches or formal association(s)/ tie-up(s) in the form of MoU/ Consortium Agreement/ etc. with other placement agencies that can provide the desired manpower: (i) Delhi, (ii) Chennai, (iii) Mumbai, (iv) Kolkata, (v) Bangalore, (vi) Hyderabad, (vii) Jaipur, (viii) Ranchi, (ix) Patiala, (x) Bhubaneswar, (xi) Raipur, (xii) Ahmedabad, (xiii) Baroda, (xiv) Mohali, (xv) Vishakhapatnam, (xvi) Shillong (xvii) Sundargarh (xviii) Panchkula (xix) Hissar (xx) Darjeeling (xxi) Bhopal (xxii) Gwalior (xxiii) Jabalpur (xxiv) Indore Other cities across which the Bidder has such association(s)/ tie-up(s)[Please enclose proofs of such association(s)/ tie-up(s)]	(i) 2 - 5 cities  (ii) 6 - 15 cities  (iii) More than 15 cities	20	10  15  20	

Sl.No.	Parameters	Criteria	Maximum Marks	Marks Assigned	Details as per the Criteria (To be filled by the Bidder)
(1)	(2)	(3)	(4)	(5)	(6)
	<b>Total Marks</b>		100		

**Minimum qualifying marks for Bidder is 60.**

Documentary proof should be furnished for all the information mentioned above at **Annexure-VI**.

After Technical Evaluation, Financial Bids would be opened for only the technically qualified Bidders who have scored at least minimum marks in each of the parameter at Column (2) of the above table and a total of minimum 60 marks and the Agency with the lowest bid among them will be engaged.

**Authorized Signatory** \_\_\_\_\_

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_

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

## ANNEXURE-VII

### BIDDER INFORMATION

The Bidder should also furnish the following information:

<b>a.</b>	Company Profile	:	To be enclosed
<b>b.</b>	Name(s) of the Proprietor/Partners/ Directors	:	
<b>c.</b>	Registered Address of the Bidder  Telephone No. Fax No.	: : :	
<b>d.</b>	E-mail Address	:	
<b>e.</b>	Name of the Contact Person Telephone/Mobile No.	:	
<b>f.</b>	Name of the Bank (with full Address)	:	
<b>g.</b>	Bank Account No. (Enclose an unsigned cheque duly cancelled)	:	
<b>h.</b>	TIN No. / Sales Tax No.	:	
<b>i.</b>	Service Tax No.	:	
<b>j.</b>	<b>Details of Earnest Money Deposit</b>  Name of the Bank  Banker's Cheque No. & Date	:	

**ANNEXURE - VIII**

**UNDERTAKING BY THE BIDDER**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (Name of the Bidder) hereby declare that

- a. I hereby accept all the above mentioned Terms and Conditions at **Annexure - I** and **Annexure - III** unconditionally.
- b. There is no legal suit / criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Bidder (in case of Proprietorship), Partner of the Bidder (in case of Partnership), any of its Directors (in case of Pvt. Ltd. Company) or against the Bidder) on grounds of moral turpitude or for violation of any of the laws in force.
- c. Our organization or the staff to be provided has no business or direct family relationship with member(s) of PFC's and/or PFCCL's employees or persons positioned in or on the Board of these two organizations by whatever process.
- d. All relevant statutory requirements will be complied with as per extant regulations.
- e. If the above declaration is found incorrect, the present engagement would be terminated and \_\_\_\_\_ (name of the Bidder) would be debarred from any further engagement by PFCCL ever.
- f. We have disclosed all the information and the information so provided is true, correct, complete and nothing has been concealed thereof.

**(Digital Signature)**

**Name:**

**Address:**

**Place:**

**Date:**

**DRAFT OF LETTER FOR BIDDER ON INFORMATION REGARDING MSMED ACT 2006  
(to be submitted by Bidder on its letter head)**

To,

PFC CONSULTING LTD  
1,Urja Nidhi, 1st FLOOR,  
Barakhamba Lane ,  
CONNAUGHT CIRCUS  
NEW DELHI-110001

**Sub: Enterprise's information with respect to the Micro, Small and Medium Enterprises Development Act, 2006**

Dear Sir/Madam,

As per the MSMED Act, enterprises engaged in the manufacture /production of goods or rendering/providing of services are to be classified into Micro, Small and Medium enterprises based on the investment in plant and machinery/equipment.

The term enterprises stated in the above paragraph includes Proprietorship, Hindu undivided family, Association of persons, Co-operative society, Partnership firms, undertaking or any other legal entity.

The definition of Micro, Small and Medium enterprises is given below:

**Classification of enterprises engaged in:**

- a) manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act 1951 as**

<b>Nature of enterprise</b>	<b>Investment in plant &amp; machinery (#)</b>
Micro	Does not exceed INR 25 Lac
Small	More than INR 25 Lac but does not exceed INR 5 Crores
Medium	More than INR 5 Crore but does not exceed INR 10 Crores

- b) providing or rendering services**

<b>Nature of enterprise</b>	<b>Investment in equipment</b>
Micro	Does not exceed INR 10 Lac
Small	More than INR 10 Lac but does not exceed INR 2 Crores
Medium	More than INR 2 Crore but does not exceed INR 5 Crores

**(#)** In calculating the investment in plant & machinery, the cost of pollution control, research and development, industrial safety devices and such other items as may be specified will be excluded

(I) Based on the investment criterion mentioned above,

**“We confirm that we are a micro / small / medium enterprise under the MSMED Act 2006.”**

OR

**“We confirm that we are not a micro / small / medium enterprise under the MSMED Act 2006.”**

*(Please strike off whichever status is not applicable)*

(II) Further, with respect to micro and small enterprises, the MSMED Act defines the term ‘Supplier’ as an enterprise which has filed a memorandum with the authority specified by the respective State Government.

Based on the definition mentioned above, we confirm that

“We are a supplier within the definition of section 2(n) of the MSMED Act \_\_\_\_\_(Yes/No).” \*

Thanking you,  
Yours faithfully,

**For**

Authorised signatory  
Date:

\* If the response to the above is ‘Yes’, please provide us a copy of the **Entrepreneurs Memorandum (EM)** filed with the authority specified by the respective State Government.

## ANNEXURE - X

### CONTRACT AGREEMENT

THIS AGREEMENT is made on \_\_\_\_\_, 2016 between PFC Consulting Limited (A wholly owned subsidiary of Power Finance Corporation Limited, a Government of India Undertaking) having its office at "Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi-110001 (hereinafter referred to as "PFCCL") which expression shall unless repugnant to context or otherwise shall be deemed to include its office-bearers, officers, successors, attorneys and assigns of the First Part

### AND

\_\_\_\_\_ (Name of Agency), a \_\_\_\_\_ (constitution of Agency), having its Head Office at \_\_\_\_\_ (address of Agency), (hereinafter referred as 'Agency') which expression shall unless repugnant to context or otherwise be deemed to include its office-bearers, officers, successors, attorneys and assigns of the Second Part.

(Hereinafter collectively referred to as 'Parties' and individually as 'Party')

WHEREAS PFCCL is a wholly owned subsidiary of Power Finance Corporation Limited under Ministry of Power, Government of India.

WHEREAS the Agency is engaged in the business of \_\_\_\_\_.

WHEREAS PFCCL has proposed to engage Executive Associates, Site Assistants, Secretarial Assistants, IT Assistants, Office Assistants, Attendants, etc. in the PFCCL Head Quarter, Offices of PFCCL /other premises at various locations across India within a period of one week or five working days upon being requested.

WHEREAS the Agency has been issued Letter of Award (LoA) by PFCCL on \_\_\_\_\_, 2016 after being selected through Open Tender issued on \_\_\_\_\_, 2016 for engagement of Agency (ies) for providing casual staff to PFCCL as required from time to time. The Agency has also represented that they possess the professionally qualified skilled manpower and financial capabilities to perform the above functions and such other functions as may be assigned to them under this Agreement.

WHEREAS both the parties hereby enter into this Agreement to provide the agreed services on the terms and conditions appearing hereinafter.

NOW THIS AGREEMENT WITNESSETH:

#### 1. Prices

The service fee/ charges shall remain firm and final during the period of contract. Only the revision in minimum wages as per law shall be reimbursed extra. Except the above, nothing shall be payable on any account, whatsoever, during the period of the contract. The service fee/ charges quoted shall be inclusive of all taxes and duties etc. but excluding Service Tax.

## **2. Security Deposit**

After the award of the contract an amount of Rs.6,96,000/- (Rupees Six Lakh Ninety Six Thousand Only) paid as EMD by the successful Bidder will be retained by PFCCL as interest free security deposit for the due performance of the contract till the period of engagement of the Agency. In the event of any breach/violation/contravention of any terms and conditions of the Tender Document or on account of any unpaid dues, charges, statutory obligations etc. on part of the Agency, the said security deposit shall be accordingly adjusted by PFCCL and the matter will be reported to appropriate Statutory Authorities.

The above action of PFCCL does not make the Agency immune to the terms and conditions of the agreement for the period of engagement.

## **3. Period of Contract**

Initially the contract will be awarded for a period of 1 year, which can be extended for further period of 2 years (1 year each time) on the same terms and conditions based on the requirement/discretion of PFCCL.

PFCCL may short terminate the contract any time at its sole discretion.

## **4. Officer-in-Charge**

Head of HR Unit or his/ her authorised representative shall be the Officer-in-charge for the contract. Agency or his representative, who is in-charge of the arrangement, shall visit the Company at least twice a week, for taking instructions. The Agency shall also deploy a Supervisor for supervising the contractual staff and monitoring their attendance, conduct, etc. The wages of Supervisor shall not be reimbursed by PFCCL and shall be the responsibility of the Agency.

## **5. Compliance of Labour & Other Laws**

- i. The Agency shall comply with the provisions of Workmen's Compensation Act, other acts and rules applicable and the payment under this agreement shall be inclusive of all such charges towards compliance of applicable acts and rules. In addition, the Agency shall also comply with all rules/ regulation/ Acts etc. as applicable in future during the currency of the contract.
- ii. The casual staff deployed by the Agency shall remain the employee of the Agency.
- iii. That the Agency shall comply with all the legal/ statutory requirements and provisions as applicable as per the list given below, but not limited to:
  - Minimum Wages
  - EPF @ 13.61% wherever applicable
  - ESI @ 4.75% wherever applicable
  - Bonus @ 8.33% wherever applicable



- Workmen's Compensation Act
- Other administrative requirements plus incidentals as applicable as per norms of EPF/ ESI
- Overtime as per applicable law
- Obtaining license under Contract Labour (Regulation & Abolition) Act, 1970, as may be applicable, along with furnishing a copy of license to PFCCL

iv. The Agency shall provide EPF number and ESI card to casual staff before submission of 1<sup>st</sup> running bill. In case ESI card is not made and there is any medical emergency, expenditure incurred by the staff shall be deducted from the payment to be made to the Agency.

v. The Agency or his representative, who is in-charge of the arrangement, shall visit our office at least twice a week, for taking instructions. The Agency shall also deploy a Supervisor for supervising the casual staff and monitoring their attendance, conduct, etc. The wages of the Supervisor shall not be reimbursed by PFCCL and shall be the responsibility of the Agency.

## **6. Deployment of Casual Staff & Discipline**

- i. The details of the casual staff required are given above at Clause 3.0 of the tender document.
- ii. The Agency shall provide casual staff whose age shall be more than 18 years.
- iii. Each of the casual staff so provided by the Agency to PFCCL must possess the requisite educational, technical qualifications and skill as envisaged in the tender document.
- iv. Upon selection of a candidate for deploying to work with PFCCL the Agency shall immediately provide the appointment letter to the candidate along with a copy to PFCCL indicating there in the breakup of the salary to be offered to that contract staff along with other terms and conditions.
- v. The casual staff upon joining, shall submit themselves to the orders of PFCCL and of the Officers/Authorities under whom they may from time to time be placed by the PFCCL during the period of contract and shall at all times obey the rules prescribed and shall whenever required to perform such duties as may be assigned to them by the CEO or any other officer of the PFCCL.
- vi. The casual staff shall deploy themselves efficiently and diligently and to the best of their ability as a part of PFCCL and that they will devote their whole time to the duties of service and shall not engage directly or indirectly in any trade/business or occupation on their own account. They shall not (except in case of accident or sickness certified by a Civil Surgeon/Authorized Medical Officer) abstain from duties without prior permission from the concerned controlling officer or any other authorized Officer. The casual staff shall not be entitled for remuneration for the period of absence (if not regularized).
- vii. The Agency shall issue identity card to each of its casual staff deployed to work with PFCCL and also shall make available a copy of the same to PFCCL. Any responsible Officer of PFCCL or Guards on duty in the office/ premises of PFCCL can check the identity cards of such casual staff.

- viii. The Agency would ensure that all casual staff deployed to work with PFCCL would behave courteously and decently with the employees of PFCCL and also ensure good manners.
- ix. PFCCL reserves the right to redeploy the services of the casual staff within the Company during the currency of this agreement depending upon the requirement of the PFCCL. The casual staff has agreed to work wherever they are posted or wherever their services are required by PFCCL.
- x. All casual staff is expected to wear prescribed dress code. Jeans, Skirts, T-shirt, Middy, Maxi, shorts are strictly not allowed.
- xi. The Agency shall be responsible for verification of the identity, residence proof, educational qualifications, address, police verification or any other requirements related to the casual staff deployed to work with PFCCL. The agency will submit the Police Verification Report in respect of each casual staff deployed with PFCCL by the Agency.
- xii. The persons deputed to PFCCL shall normally not be changed by the Agency. However if the person leaves company midway due to reasons beyond the control of the Agency then the Agency has to ensure the replacement of an equally qualified/ experienced person.
- xiii. Any requirement and replacement of staff (at any location and any level) shall be addressed within one week of the requirement raised/ need expressed by PFCCL.
- xiv. The casual staff shall carry out such other duties as are entrusted to them from time to time.

## **7. Tour and Travel**

- i. The casual staff may be required to travel outstation from time to time, depending on the work requirement as per their entitlements indicated at Clause No. 4.0 above. The manpower agency would be required to do tour and travel booking for casual staff, payment of tour advance and processing of tour claims of casual staff. The Agency is required to pay tour advance in case a casual staff is required to travel outstation for a period of more than three days.
- ii. The casual staff should settle their tour claims/ tour advance with the Agency within 1 month from the date of return journey. In case the casual staff deployed to work with PFCCL do not settle their tour claims/ tour advance with the Agency within 1 month from the date of return journey, the Agency may deduct such expenditure incurred/ advance paid by it towards such tour and travel from the salary due of the concerned casual staff. In case of any such deduction from the salary of the casual staff, the Agency should attach a certificate to the effect along with the Invoice raised of salary, as per format enclosed at **Annexure - XIII**.
- iii. In case the contract is coming to an end and tour claims/ tour advance remain unsettled, the Agency may deduct such expenditure incurred/ advance paid by it towards such tour and travel from the last salary of the casual staff.
- iv. The Agency may claim reimbursement of the tour bills from PFCCL on receipt of duly complete tour claims from casual staff along with supporting documents.

- v. In case the Agency is required to pay tour advance to casual staff, the Agency may claim reimbursement of the same from PFCCL, by submission of claim for reimbursement along with proof of payment.
- vi. Service charges towards booking/ cancellation of tickets would be reimbursed by PFCCL against submission of documentary proof subject to maximum of Rs.50/- per ticket.

## **8. Leaves**

The casual staff will be allowed Casual Leaves for not more than 12days (twelve) in a calendar year. Leaves can be availed in units of half days also. The casual staff will be allowed two short leaves in a month i.e. early going/ late coming by two hours on two occasions subject to compensation of the short leave hours by extra hours during the same calendar month. Early going and late coming for more than 2 hours (upto 4 hours) shall be considered as half day absence and late coming and early going beyond 4 hours will be considered as full day absence.

## **9. Termination of Services**

The conditions for termination are as follows:

- i. The contractual appointment shall cease to exist automatically at the end of the date mentioned in the contract agreement without any separate notice to the candidate.
- ii. The PFCCL shall terminate the services of the casual staff without any prior notice, if PFCCL is satisfied on medical grounds that the candidate is unfit and is likely for consideration to continue to be unfit for reasons of ill-health for the discharge of his/her duties. Provided always that the decision of the PFCCL shall be final and binding on the candidate.
- iii. The PFCCL or its officers having proper authority, shall terminate the services, without any prior notice to the casual staff found to be prima-facie guilty of any in-subordination, intemperance, moral turpitude or other misconduct, participation in strikes/ agitations/ Union/ Association or of any breach or non-performance of any of the provisions of these conditions or if otherwise found unsuitable for the efficient performance of their duties.
- iv. The PFCCL or its authorized officers can ask the manpower agency to dismiss the casual staff from deployment with PFCCL by giving one month notice to the individual(s) concerned in writing at any time during the service without any cause assigned.
- v. During the period of employment, performance of the casual staff shall be assessed by PFCCL and PFCCL shall have the right to direct the Agency for non-deployment/replacement/ short termination of any of the casual staff based on the assessment.

vi. In case of dispute, interpretation /decision of PFCCL will be treated as final.

10. Holidays shall be applicable according to Company's rules and regulations.

#### 11. Insurance & Liabilities

Insurance, Provident Fund, Accident/Damage etc. to the casual staff shall be the liability of the Agency. The Agency shall submit the documentary evidence of having taken out the Employee State Insurance Policy of the casual staff deployed within 15 days of award.

#### 12. Terms of Payment

- i. The Agency shall make regular payment of salary as per rates agreed and other payments as due, as per the labour laws to the casual staff deployed to work with PFCCL and furnish necessary proof whenever required. The payment of salary should be made through online transfer, and in case paid through cheque may be justified with reason. No other mode (such as cash, etc.) for payment would be accepted. Along with monthly bill Agency should enclose a certificate to PFCCL to the effect that the casual staff deployed to work with PFCCL has received the payment from the Agency for the said month in full including payment of statutory dues such as PF, ESI, etc. as per format enclosed at **Annexure - XII**.
- ii. The Agency shall promptly make payment to Regional Provident Fund Commissioner in respect of Provident Fund Contribution by Agency and the amount deducted from salary/wages of casual staff deployed with PFCCL towards their contribution to Provident Fund.
- iii. The Agency will submit the monthly bill in duplicate enclosing the supporting documents/ certificates, which shall be duly certified by the officer-in-charge.
- iv. The Agency should raise the bill to PFCCL within 3 working days after releasing the payment to all the casual staff deployed at PFCCL.
- v. The Agency should enclose the proof of submission of PF and ESI along with the bill.
- vi. The Agency should enclose proof of payments made to the casual staff deployed to work with PFCCL for the previous month.
- vii. Proof of challan/receipt issued by Regional Provident Fund Commissioner (RPFC) etc. for the payment made towards applicable Provident Fund, ESI etc. for the previous month and proof of payment towards compliance of other statutory provisions for the previous month for each casual staff deployed to work with PFCCL should be enclosed with the bill.
- viii. The Agency shall provide salary slip exhibiting all the components to the casual staff at the end of the month and a copy to PFCCL along with the bill.

- ix.** The bill shall be paid through online transaction or crossed account payee cheque in favour of the Agency within 15 working days (after the receipt of bill) thereof after making recovery, if any. The Agency is therefore required to submit a cancelled cheque for the account details to PFCCL.
- x.** With regard to tour advance and tour claims of casual staff, the agency would process the claims of casual staff deployed to work with PFCCL within 5 working days of the receipt of the claims. Subsequently, the agency can raise an Invoice along with supporting documents/ bills to PFCCL towards processing of such claims on a fortnight basis. Service Charges would be paid to the agency towards processing of these claims. Further, applicable service tax will also be paid additionally.
- xi.** Payment of tour claims/ tour advance of casual staff will be governed as per Terms & Conditions laid down at Clause No. 7.0 above of “Special Terms and Conditions”.
- xii.** Service Charges will be paid on total invoice value including overtime.
- xiii.** TDS (Tax Deduction at Source), if applicable shall be deducted from the payments made to the Agency.
- xiv.** In case, PFCCL receives any complaint regarding non-payment of salary/wages to the casual staff deployed to work with PFCCL, the amount payable to the casual staff will be recovered from the amount payable to the Agency from the Bill and paid to such casual staff.
- xv.** The Agency to ensure that no other charges except statutory charges and amount against unsettled tour claim/ tour advance, if any, should be deducted from the casual staff.
- xvi.** The Agency shall also disclose the registration fee, if any, charged from its personnel being engaged with PFCCL and the same shall be practiced consistently throughout the tenure of the contract in a transparent and impartial manner.
- xvii.** The Agency is responsible for deduction of tax at source of the casual staff as per extant regulations.
- xviii.** The Agency shall provide Form 16 to all the casual staff and copy to PFCCL at the end of the financial year.
- xix.** Bills chargeable to PFCCL shall be paid after every month of services rendered if found in order. In case of any complaint of non-fulfillment of any obligation under the contract, PFCCL reserves the right to deduct the payments due, from the monthly bills of the Agency.

### **13. Termination of Work Contract**

If after award of contract, during the execution of work, if the services of Agency are not found to be satisfactory, PFCCL reserves the right to terminate the contract by giving one-month notice.

In case the issues with regard to non-compliance of statutory dues payable to casual staff comes to our notice, PFCCL shall have the right to terminate the contract and inform other PSUs for not empanelling the defaulting Agency without any further notice.

### **14. Jurisdiction**

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by Indian Laws or any statutory modifications thereof, and shall be subject to the exclusive jurisdiction of the Courts/ Tribunals of Delhi in any matter arising under this Agreement and or in matters pertaining to the conduct of arbitration, enforcement of the award or obtaining of interim relief(s) etc.

### **15. Settlement Of Disputes**

Any dispute(s) or difference (s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.

If any dispute or difference of any kind whatsoever shall arise between the Company and the Agency, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall in the first place, be referred to and settled by the Officer In -Charge, who within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the Company and the Agency.

Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the Agency who shall proceed with the Works with all due diligence, whether he or the Company requires arbitration as hereinafter provided or not.

If after the Officer In -Charge has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice; the said decision shall become final and binding on the parties.

In the event of the Officer In-Charge failing to notify his decision as aforesaid within fifteen( 15) days after being requested as aforesaid, or in the event of either the Company or the Agency being dissatisfied with any such decision, or within fifteen(15) days after the expiry of the first mentioned period of fifteen(15) days, as the case may be, either party may require that the matter in dispute be referred to arbitration as hereinafter provided.

## 16. Arbitration

All disputes or differences in respect of which the decision, if any, of the Officer In -Charge has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.

The arbitration shall be conducted by three arbitrators, one each to be nominated by the Agency and the Company and the third to be appointed as an umpire by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.

The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration & Reconciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be New Delhi.

The decision of the majority of the arbitrators shall be final and binding upon the parties. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

The arbitrator shall have full powers to review and/or revise, any decision, opinion, direction, certification or valuation of the Officer In -Charge in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments out before the Officer In -Charge for the purpose of obtaining the said decision.

No decision given by the Officer In -Charge in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.

During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

17. This Agreement shall be effective for a period of **one year** from \_\_\_\_\_, **2016** which can be extended for 2 years (1 year each time) on same terms and conditions/ short terminated any time based on the requirement/discretion of PFCCL.
18. PFCCL shall have the right to terminate this Agreement any time **within one year** by giving 'ten' days advance notice in writing to the Agency.
19. The Agency shall be the "employer" in relation to casual staff engaged/ employed for deploying in PFCCL to provide services under this Agreement and the Agency shall be responsible and liable to pay wages/salary, etc to its employees. It is hereby made clear that the employees/ personnel of Agency rendering services under this Agreement shall never be deemed to be the

employees of PFCCL in any manner whatsoever and shall not be entitled for employment, salary/wages, damages, compensation or anything arising from their deployment by Agency for rendering the said services.

20. Tentative duties and job specification of casual staff required will be as per **Annexure-I**.
21. For the purpose of day to day interaction, the Agency shall contact Deputy Manager (HR)/ SVP(U#1).
22. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or facsimile to such Party at the following address:

**For PFCCL:**

**EVP (U#1),  
PFC Consulting Ltd.**

First Floor, Urjanidhi,  
1, Barakhamba Lane,  
Connaught Place ,  
**New Delhi-110 001**  
Tel : 011-23456188  
Email: [pfcconsulting@pfcindia.com](mailto:pfcconsulting@pfcindia.com)

**For the Agency:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF the PFCCL and the Agency have hereunto subscribed their hands on the day, month and year mentioned above in the presence of the following witnesses.

Signed, sealed and delivered for  
and on behalf of PFCCL

Signed, sealed and delivered for  
and on behalf of the Agency

\_\_\_\_\_

\_\_\_\_\_



Mr.Hemant Kumar Das  
EVP (U#1)  
PFCCL

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witnesses:

- |    |    |
|----|----|
| 1. | 1. |
| 2. | 2. |

**ANNEXURE - XI**

**PFC CONSULTING LIMITED**  
First Floor, Urjanidhi, 1,  
Barakhamba Lane, Connaught Place,  
New Delhi-110001

**FINANCIAL BID**

S.No.	Component	Quotation (in % of Remuneration*)
1.	Service Fee/ Charges for Annual Contract for Providing Casual Staff to PFCCL	
<b>Total</b>		

\* Service Charges will be paid on total invoice value including overtime.

No other charges whatsoever, will be payable other than Service Charges on monthly remuneration.  
Service tax as applicable will be paid extra.

**Authorized Signatory**

**Name**

**Designation**

**Date**

**ANNEXURE - XII**

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

To,  
Deputy Manager (HR),  
PFC Consulting Ltd.,  
First Floor, Urjanidhi, 1,  
Barakhgamba Lane, Connaught Place,  
**New Delhi - 110001**

Dear Ma'am,

**Subject: Submission of Invoice and EPF & ESI Challan for the month of \_\_\_\_\_**

The EPF & ESI challan are enclosed herewith. This is to certify that the necessary deposits have been made to respective departments for the said month. The contributions in respect of the casual staff deployed to work with PFC Consulting Limited are included in challans.

The salary sheets indicate the Employees share as well as Employers share of EPF & ESI and it may please be noted that the salary to the employees were paid online.

The contributions made towards EPF & ESI have been calculated appropriately. The same have been deposited diligently.

It is to certify that all required statutory compliances have been made.

Thanking you,

\_\_\_\_\_

**ANNEXURE - XIII**

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

To,  
Deputy Manager (HR),  
PFC Consulting Ltd.,  
First Floor, Urjanidhi, 1,  
Barakhgamba Lane, Connaught Place,  
**New Delhi - 110001**

Dear Ma'am,

**Subject: Deduction from salary of casual staff towards unsettled tour claim/ advance**

This is to certify that an amount of Rs. \_\_\_\_\_ has been deducted from the salary of (name of casual staff) deployed to work as (designation) with PFCCL by our Agency. It may be noted that the amount has been deducted against unsettled tour claim/ tour advance (as applicable) in respect of tour undertaken by (name of casual staff) during the period from \_\_\_\_\_ to \_\_\_\_\_.

The aforesaid amount as deducted would be credited to the account of (name of casual staff) upon settlement of tour claim/ tour advance.

Thanking you,

\_\_\_\_\_

## SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

### General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, PFC Consulting Ltd. has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender. A portal built using Electronic Tender's software is also referred to as Electronic Tender System (ETS). Benefits to Suppliers are outlined on the Home-page of the portal.

### Instructions

#### Tender Bidding Methodology:

- **Electronic Bid System**
- **Single Stage Two Envelope (Technical & Financial)**

#### Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Document from ETS
7. Clarification to Tender Document on ETS
  - Query to **PFC Consulting Ltd.** (Optional)
  - View response to queries posted by **PFC Consulting Ltd.**
8. Bid-Submission on ETS
9. Attend Public Online Tender Opening Event (TOE) on ETS
  - Opening of relevant Bid-Part
10. Post-TOE Clarification on ETS (Optional)
  - Respond to **PFC Consulting Ltd.** Post-TOE queries
11. Attend Public Online Tender Opening Event (TOE) on ETS
  - Opening of relevant part (i.e. Financial-Part)  
(Only for Technical Responsive Bidders)

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

## Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

## Registration

To use the Electronic Tender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated.

**Important Note:** To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-11-26202699(Multiple Lines) Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792
E-mail ID	ets_support@tcil-india.com

PFC Consulting Ltd. Contact	
Contact Person	Mr.V.K.Jain, Senior Vice President Ms.Ina Gupta, Deputy Manager (HR)
Telephone	011-23456137

	011-23456147 [between 9:00 hrs to 17:30 hrs on working days]
<b>E-mail ID</b>	pfcconsulting@pfcindia.com

### **Some Bidding related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on ETS. Broad outline of submissions are as follows:

- Submission of Bid-Parts
  - Technical Part
  - Financial Part
  - Submission of digitally signed copy of entire Tender Document/Addendum
  - Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)

### **Offline Submissions:**

The Bidder is required to submit the following documents offline to PFC Consulting Ltd. at Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi – 110001, before due date and time of submission of bids specified in covering letter of this tender document, in a sealed envelope.

Earnest Money Deposit: Demand Draft of Rs.10,00,000/- (Rupees Ten Lakh Only) payable at New Delhi in original in favour of "**PFC Consulting Limited**" (with Tender No., Name of Firm & Mobile No. written on back side of DD). The EMD should be sent offline in a cover super-scribing "**EMD**" with Tender No., Name of Firm & Mobile No. written on the cover.

*Note: The Bidder should also upload the scanned copies of all the documents as Bid-Annexures during Online Bid-Submission.*

### **Special Note on Security and Transparency of Bids**

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid encryption in ETS is

such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms and the 'Main-Bid', the contents of the Electronic Forms shall prevail. Alternatively, **PFC Consulting Ltd.** reserves the right to consider the higher of the two pieces of information (eg the higher price) for the purpose of short-listing, and the lower of the two pieces of information (eg the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

**The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE.** The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the PFC Consulting Ltd.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

### **Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to **PFC Consulting Ltd.** office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.



As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the **PFC Consulting Ltd.**) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

### **Other Instructions**

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the **User-Guidance Center**.

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

**Important Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

### **SIX CRITICAL DO'S AND DON'TS FOR BIDDERS**

Specifically for Supplier organizations, the following 'SIX KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
5. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

**NOTE:**

*While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.*

**Minimum Requirements at Bidder's End**

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 or above)
- Broadband connectivity
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)