

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
6 July, 2015

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PFC CONSULTING LIMITED

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

E-tender Notice No.PFCL/08/ORG/14/Contract_Staff

Date: 6-July-2015

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

1.0 Invitation to Bid

1.1 PFC Consulting Limited (PFCL), 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.pfclindia.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.

The bidder shall bear all costs associated with the preparation, submission and participation in the bid. PFCL in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

1.3 The process of award of the contract including eligibility and evaluation criteria is enclosed at **Annexure - III**.

1.4 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.5,40,000/- (Rupees Five Lakh Forty Thousand Only) in the form of Demand Draft from a Nationalized Bank or a reputed commercial bank of the Bidder's 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 super-scribing "EMD".

1.5 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**.

1.6 The schedule for bid process is as follows:

Opening date of tender downloading	06.07.2015 from 11:00 hrs (IST)
Closing date of tender downloading	19.07.2015 till 17:00 hrs (IST)
Last date of Submission of E-bids	20.07.2015 till 17:00 hrs (IST)
Submission of Pass-Phrase to decrypt the Bid-Part into the 'Time Locked Electronic Key Box (EKB)	20-07.2015 (between 11:00 hrs and 15:30 hrs) (IST)
Earnest Money Deposit	Rs.5,40,000/- (Rupees Five Lakh Forty 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	21.07.2015 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.Sanjay Mehrotra, SVP (U#1)
Phone/Fax	Tel : 011-23456137 Fax : 011-23456170/ 23456111 Email : - pfcconsulting@pfcindia.com

- 1.7** 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.
- 1.8** 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 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.)
- 2.2 The Bidder should have a PAN, TAN and service tax registration (copy of the same should be submitted).
- 2.3 There should be 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. The Bidder should provide an undertaking for the same in the format as enclosed at **'Annexure-VIII'**.
- 2.4 The Bidder should submit a copy of the Service Tax returns submitted for the FY 2014-2015.
- 2.5 The Bidder should also provide an undertaking that it will comply with all extant statutory norms (format as enclosed at **'Annexure-VIII'**).
- 2.6 The Bidder should have minimum three (3) years' experience in providing manpower.
- 2.7 The Bidder should also submit satisfactory performance certificates issued by at least two (2) of the companies other than PFC/ PFCCL where it is providing casual staff in support of its having rendered satisfactory services to such companies during the last financial year i.e. 2014-15. 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.
- 2.8 The Bidders who have main office or own branch in Delhi/ NCR area, only can participate in the bid.

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 PFCL (Rupees)		No. of casual staff required
				Minimum	Maximum	
1	2	3	4	5	6	7
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	7
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	7
			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	16
			Minimum 1 year relevant experience	18,000	23,000	-
			NIL	15,000	20,000	-

		8 th 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	37
3	Secretarial Assistant	Graduate	Minimum 1 year relevant experience in office management/ secretarial practice	15,000	25,000	19
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 or 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	10478 (Unskilled)	11414 (Skilled)	-
6 (b)	Attendant/ Security Staff/ Driver	8th Pass	Minimum 1 year experience in case of drivers.			9

*** 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 casual staff requirement as indicated at column (7) above is only tentative and may vary depending upon the volume of work, functional requirements, etc. during the course of the contract. Any variation in the requirement of staff shall be communicated to the Agency at the sole discretion of PFCCCL.
- 3.4** The above staff requirement is for various locations across India where PFCCCL 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 PFCCCL 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 PFCCCL	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	Nil

			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	Nil
			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	Nil
			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	Nil

		8 th 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	Nil
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	Nil
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	Nil
						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 or 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	Nil
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	Nil
6 (b)	Attendant/	8th Pass	Minimum 1 year experience in case of drivers.	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.								
	Security Staff/												
	Driver												

Principal City (P) : Ahmedabad, Agra, Allahabad, Amritsar, Asanol, 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

5.0 Overtime

Overtime will be allowed to all Casual Staff other than those engaged as “Executive Associate” as at Serial No. 1 of the Table at 3.0 above, at the normal hourly remuneration for time worked beyond 8½ hours (including ½ hour for rest or meals) in a day (with minimum overtime of half an hour) and on holidays on gross basis. For the purpose of compensation of overtime, the first half an hour and thereafter every period upto half an hour are to be reckoned as half an hour. **e.g.**, a casual staff working for 3 hours and 10 minutes (beyond prescribed hours of work) will be allowed compensation for 3 ½ hours.

For the purpose of overtime, hourly remuneration will be calculated at the rate of monthly remuneration divided by 208 (Two Hundred and Eight) hrs. **e.g.:** If the monthly remuneration of an Executive Associate is fixed at Rs.35,000/-, then the hourly remuneration would be Rs.168.26/-, rounded off to the nearest integer.

Overtime will be payable to casual staff for working on holidays (including Sunday/ off day) for the period actually worked, at the ordinary rate.

The total overtime allowance payable to casual staff shall not exceed 1/3rd of their monthly remuneration payable during the month. This shall be uniformly applicable to all categories. However, in special cases, staff attached to the officers of the level of DGM and above, may be allowed overtime allowance in excess of the ceiling, if the Executive to whom they are attached consider it necessary in the interest of the company’s work and shall record a specific certificate to the effect that “the limit of 1/3rd of the monthly emoluments is relaxed in the interest of company’s work.” But even in such cases, it shall not exceed 50% of the monthly remuneration.

Notwithstanding the above, in case of drivers, the ceiling in respect of the overtime allowance payable shall be 100 hours in a month. For working out of the ceilings, the overtime performed on all days, including Sundays/ Off days/ Holidays in a month will be taken into account.

GENERAL TERMS AND CONDITIONS

A. Definition of Terms

1. PFCCCL 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 PFCCCL and shall include such successful Bidder, its legal representatives, successors and permitted assigns.

B. 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. PFCCCL 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 the Company.
4. Only the firms who have main office or own branch in Delhi/ NCR are eligible to participate in the bid. For operational convenience the bids submitted by the agencies which do not have main office or own branch in these cities shall be outrightly rejected.

C. 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.

SPECIAL TERMS AND CONDITIONS

1. 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.
2. The Bidder should quote the rates and amount in figures as well as in words. The Bid form should be signed by Bidder's authorized representative. The forwarding letter should be signed along with quotation. Attested copies of the registration number of the firm, provident fund account number allotted by Provident Fund Commissioner and ESI number allotted by ESIC shall require to be enclosed.
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. Bidder submitting a Bid has to submit all necessary documentary proofs related to Qualifying Requirements for Technical Evaluation at **Annexure-V**.
5. PFCCCL reserves the right to verify the credentials of the Bidder from the third party.
6. After the award of the contract an amount of Rs.5,40,000/- (Rupees Five Lakh Forty Thousand Only) paid as EMD by the successful Bidder will be retained by PFCCCL 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 PFCCCL and the matter will be reported to appropriate Statutory Authorities.

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

7. 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.
8. 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 PFCCCL.
9. PFCCCL may short terminate the contract any time at its sole discretion.
10. Any act or the part of the Bidder to influence anybody in PFCCCL is liable to rejection of the Bid.

11. The Agency shall provide a non-judicial stamp paper of Rs.50/- for preparing a Rate Contract Agreement. The draft of the Contract Agreement is enclosed at **Annexure-X**
12. That the Agency shall comply with all the legal requirements and provisions under Minimum Wages Act, 1948 including obtaining license under Contract Labour (R&A) Act, 1970, registration with EPF and ESIC as may be applicable.
13. The Bidder has to furnish information on applicability of Micro, Small & Medium Enterprises Development (MSMED) Act 2006 as per **Annexure-IX**.
14. The Agency is required to get ESI card made for each person deployed to work with PFCCCL as casual staff within 1(one) month of the joining of such a person. 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.
15. 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.
16. The casual staff upon joining, shall submit themselves to the orders of PFCCCL and of the Officers/ Authorities under whom they may from time to time be placed by the PFCCCL 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 PFCCCL.
17. The casual staff shall deploy themselves efficiently and diligently and to the best of their ability as a part of PFCCCL 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 having first obtained 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).
18. PFCCCL 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 PFCCCL. The casual staff has agreed to work wherever they are posted or wherever their services are required by PFCCCL.
19. **Tour and Travel** - The casual staff may be required to travel outstation from time to time, depending on the work requirement as per their entitlements indicated above. The manpower agency would be responsible for tour and travel booking for casual staff and processing of tour advance and tour claims of casual staff deployed by it to work with PFCCCL. Tour advance will be admissible in case a casual staff is required to travel outstation for a period of more than a week (seven days).
20. All casual staff are expected to wear prescribed dress code. Jeans, Skirts, T-shirt, Middy, Maxi, shorts are strictly not allowed.

21. The Agency shall provide casual staff whose age shall be more than 18 years.
22. 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.
23. That the casual staff shall be available all the time as per their duty roster and they shall not leave their place of duty without prior permission.
24. 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.
25. 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.
26. That the Agency shall also be responsible to provide all the benefits viz. PF, ESI, Bonus, etc., to the eligible casual staff deployed to work with PFCCL by the Agency.
27. 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.
28. The casual staff shall carry out such other duties as are entrusted to them from time to time.
29. The casual staff will be allowed Casual Leaves for not more than 12 days (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.
30. **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.
31. 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.

32. 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.
33. PFCCL reserves the right to accept or reject in part or full any or all the Bids without assigning any reason whatsoever.
34. The details of the casual staff required are given above at Clause 3.0 of the tender document.
35. The rates to be quoted shall be for 8 hours working from 9.00 AM to 5.30 PM including 30 minutes lunch hours.
36. Holidays shall be applicable according to Company's rules and regulations.
37. The technical specification (to be filled in by Bidder) is enclosed as **Annexures - IV, V, VI, VII, VIII and IX.**

38. Terms of Payment

- i. The Agency will submit the monthly bill in duplicate enclosing the certificates as per the conditions below, which shall be got duly certified by the officer-in-charge .
 - a. 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**.
 - b. The Agency should raise the bill to PFCCL within 3 working days after releasing the payment to all the casual staff deployed at PFCCL.
 - c. The Agency will submit the monthly bill in duplicate enclosing the proof of submission of PF and ESI, which shall be got duly certified by the officer-in-charge and the same shall be paid through online transaction or crossed account payee cheque in favour of the Agency within 07 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.
 - d. Proof of payments made to the casual staff deployed to work with PFCCL for the previous months.
 - e. 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.
 - f. The Agency shall provide copy of the returns filed for PF (Form 36 B) in respect of the casual staff deployed to work with PFCCL at the end of each month.
 - g. The Agency shall provide a copy of the returns filed for PF (Form 3 and Form 6A) in respect of the casual staff deployed to work with PFCCL at the end of financial year.
 - h. The Agency shall provide copy of the returns filed for ESI (Form No. 5) in respect of the casual staff deployed to work with PFCCL on half-yearly basis.
 - i. 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.

- j. Service Charges will be paid on total invoice value including overtime.
- 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. 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.
- iv. 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.
- v. The Agency to ensure that no other charges except statutory charges should be deducted from the casual staff.
- vi. The Agency will not take any payment (in any form) from the casual staff deployed to work with PFCCL. In case information of any such payment comes to the knowledge of PFCCL, the contract with the agency would be terminated.
- vii. The Agency is responsible for deduction of tax at source of the casual staff as per extant regulations.
- 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 Agency shall provide Form 16 to all the casual staff and copy to PFCCL at the end of the financial year.

39. Earnest Money Deposit

All Technical bids and Financial bids should be accompanied by Demand Draft of Rs.5,40,000/- (Rupees Five Lakh Forty 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.

40. Charges and Payments

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.

41. 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.

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.

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.

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

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.

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 _____

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.	Whether Bidder is registered & license holder under						
	• Contract Labour (Regulation & Abolition) Act	Yes	<input type="checkbox"/>			Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>				
	• ESI Act	Yes	<input type="checkbox"/>	ESI No.		Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>				
	• Provident Fund Act	Yes	<input type="checkbox"/>	PF No.		Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>				
	• Service Tax under Central Excise Act	Yes	<input type="checkbox"/>	Service Tax Registration No.		Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>				
	2.	Whether the Bidder has a Permanent Account Number (PAN)	Yes	<input type="checkbox"/>	PAN	Yes	<input type="checkbox"/>
			No	<input type="checkbox"/>			
	3.	Whether the Bidder has a Tax Deduction and Collection Account Number (TAN)	Yes	<input type="checkbox"/>	TAN.....	Yes	<input type="checkbox"/>
No			<input type="checkbox"/>				
4.	Whether any legal suit/ criminal case pending or contemplated or legal notice having being 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. (The Bidder should provide an undertaking for the same in the format as enclosed at Annexure-VIII.)	Yes	<input type="checkbox"/>		Yes	<input type="checkbox"/>	
		No	<input type="checkbox"/>				

Sl.No.	Items	Please Tick		Details	Documentary Proof Attached (Please Tick if Yes)																							
(1)	(2)	(3)		(4)	(5)																							
5.	Copy of Service Tax returns submitted for FY 2014-2015	Yes			Yes																							
		No					6.	Does the Bidder have a minimum of 3 (three) years of experience (as on 5/7/2015) in providing casual staff similar to that desired by PFCCCL.	Yes			Yes		No		7.	Satisfactory performance certificates issued by at least two (2) of the companies other than PFC/ PFCCCL 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		8.	The Bidder should have its main office or own branch in Delhi/ NCR to participate in the bid.	Yes	
6.	Does the Bidder have a minimum of 3 (three) years of experience (as on 5/7/2015) in providing casual staff similar to that desired by PFCCCL.	Yes			Yes																							
		No					7.	Satisfactory performance certificates issued by at least two (2) of the companies other than PFC/ PFCCCL 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		8.	The Bidder should have its main office or own branch in Delhi/ NCR to participate in the bid.	Yes			Yes		No					
7.	Satisfactory performance certificates issued by at least two (2) of the companies other than PFC/ PFCCCL 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					8.	The Bidder should have its main office or own branch in Delhi/ NCR to participate in the bid.	Yes			Yes		No														
8.	The Bidder should have its main office or own branch in Delhi/ NCR to participate in the bid.	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 5/7/2015)	(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 1/7/2012) (Please indicate names of the companies also)	(i) Public Sector Units (PSUs) (a) More than 3 (b) >= 1 and <= 3 (ii) State/ Central government (a) More than 3 (b) >=1 and <=3 (iii) Multi-national companies (MNCs) (a) More than 3 (b) >=1 and <=3 (iv) Others (a) More than 3 (b) >=1 and <=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 (2013-14 or 2014-15: Best of Two) should be minimum Rs.8 crore. Enclose necessary proof.	<p>(i) More than or equal to Rs.8 crore but less than Rs.10 crore</p> <p>(ii) More than or equal to Rs.10 crore but less than Rs.15 crore</p> <p>(iii) More than or equal to Rs.15 crore</p>	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.	<p>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:</p> <p>(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</p> <p>Other cities across which the Bidder has such association(s)/ tie-up(s)[Please enclose proofs of such association(s)/ tie-up(s)]</p>	<p>(i) 2 - 5 cities</p> <p>(ii) 6 - 15 cities</p> <p>(iii) More than 15 cities</p>	20	<p>10</p> <p>15</p> <p>20</p>	

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)
Total Marks			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: _____

BIDDER INFORMATION

The Bidder should also furnish the following information:

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

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 - II** 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**

Nature of enterprise	Investment in plant & machinery (#)
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**

Nature of enterprise	Investment in equipment
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.

CONTRACT AGREEMENT

THIS AGREEMENT is made on _____, 2015 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 "PFCCCL") 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 PFCCCL 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 PFCCCL has proposed to engage Executive Associates, Site Assistants, Secretarial Assistants, IT Assistants, Office Assistants, Attendants, etc. in the PFCCCL Head Quarter, Offices of PFCCCL /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 PFCCCL on _____, 2015 after being selected through Open Tender issued on _____, 2015 for engagement of Agency (ies) for providing casual staff to PFCCCL 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. The Agency is in compliance of all the statutory requirements including registration with the authorities concerned for providing human resource (man power) on the terms and conditions as mentioned in this agreement.

2. The Agency shall be responsible to make the payment to casual staff deployed by the Agency to work with PFCCL on monthly basis as per contract.
3. 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.
4. The Agency shall be responsible for the welfare (including health) of casual staff made available to PFCCL. The Agency undertakes to comply with applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and abolishment) Act, 1970, as applicable for carrying out the purposes of this Agreement. The Agency shall further observe and comply with all Government laws concerning employment of casual staff employed by the Agency and shall duly pay all sums of money to such Worker(s) as may be required to be paid under such laws. It is expressly understood that the Agency is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law.
5. 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.
6. 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 in PFCCL. The agency will submit the Police Verification Report in respect of each Casual Staff deployed to work with PFCCL by the Agency.
7. 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.
8. The Agency is required to get ESI card made for each person deployed to work with PFCCL as casual staff within 1(one) month of the joining of such a person. In case ESIC 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.
9. 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 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 the casual staff by the CEO, PFCCL or any other officer of PFCCL.
10. 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 having first obtained 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).

11. PFCCCL reserves the right to redeploy the services of the casual staff during the currency of this Agreement depending upon the requirement of PFCCCL and the casual staff should have agreed/ accepted to such conditions.
12. **Tour and Travel** - The casual staff may be required to travel outstation from time to time, depending on the work requirement as per their entitlements indicated above. The manpower agency would be responsible for tour and travel booking for casual staff and processing of tour advance and tour claims of casual staff deployed by it to work with PFCCCL. Tour advance will be admissible in case a casual staff is required to travel outstation for a period of more than a week (seven days).
13. The casual staff deployed to work with PFCCCL shall have to maintain a proper dress code and dresses like Jeans, Skirts, T-shirt, Middy, Maxi are strictly prohibited.
14. The Agency shall provide casual staff with the age of more than 18 years.
15. That the casual staff shall be available at all the time as per their duty roster and they shall not leave their place of duty without prior permission.
16. The deployed casual staff shall be working in the office of PFCCCL from 9:00 A.M. to 5:30 P.M. (including half an hour lunch) on each working day, and do the assigned job. Based on the requirement of job, the casual staff may be required to sit late and also to work on holidays.
17. Holidays shall be applicable according to PFCCCL rules and regulations. Grant of extra leave to the casual staff, if any will be decided by the PFCCCL. If PFCCCL allows extra leave then the PFCCCL shall inform the Agency in writing/over telephone, and the Agency shall provide the replacement immediately.
18. 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 PFCCCL.
19. The Agency may inspect the venue and work of its casual staff in the office of PFCCCL.
20. The work done by the casual staff so deployed by the Agency to work with PFCCCL shall be the sole property of PFCCCL.
21. The Agency shall also be responsible to provide all the benefits viz. PF, ESI, Bonus, Leave etc., to the eligible casual staff engaged by the Agency.
22. Upon selection of an individual as casual staff by PFCCCL, the Agency shall immediately provide the appointment letter to the casual staff along with a copy to PFCCCL indicating there in the breakup of the salary to be offered to the casual staff along with other terms and conditions.
23. The casual staff) deployed to work with PFCCCL shall normally not be changed by the Agency. However, if the any casual staff leaves Agency midway due to reasons beyond the control of the Agency, then the Agency has to ensure the replacement of an equally qualified/experienced

casual staff. Requisition for casual staff shall be conveyed through telephone and or email. The Agency should respond for supplying the quality manpower to the satisfaction of PFCCL within 48 hours from the date of intimation.

24. The Agency shall be responsible for the proper behavior of the casual staff and shall exercise proper control over them so that their activities shall not in any way be detrimental to PFCCL. The Agency shall ensure that casual staff conduct and behavior is good and they shall not indulge in any kind of intoxication, fights, quarrels or other undesired activities inside the premises during duty hours. The Agency shall be bound to replace such casual staff within 24 hours of receiving instructions/complaint against them from PFCCL and if it failed to take any action, PFCCL shall be free to approach the law enforcing authorities.
25. The casual staff will be allowed Casual Leaves for not more than 12 days (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.
26. PFCCL reserves the right to order any casual staff or the casual staff by the Agency in PFCCL to leave its premises if his/her presence at any time is felt undesirable. If any casual staff out of the casual staff by the Agency indulges in theft, negligence, misconduct or any illegal activity, the Agency shall be responsible for the same and it shall make good the loss suffered by PFCCL.
27. If PFCCL finds at any time the indifferent and non-cooperative attitude and/or receives any complaint of any other nature about casual staff so made available to PFCCL by the Agency, a complaint/ report shall be lodged with the Agency and the Agency shall take remedial measures to remove such a casual staff.

28. TERMINATION OF SERVICES

The conditions for termination are as follows:

- i) This contract shall stand terminated or shall cease to exist automatically at the end of the date mentioned in the contract Agreement without any separate notice to the Agency.
- ii) PFCCL shall have the right to direct the Agency to terminate the services of the any of casual staff without any prior notice, if PFCCL is satisfied on Medical evidence that the casual staff deployed is unfit and is likely for consideration to continue to be unfit for reasons of ill-health for the discharge of his/her duties and the decision of PFCCL shall be final and binding on the Agency.
- iii) PFCCL or its Officers having proper authority, shall have the right to direct the Agency to terminate the services of any of the casual staff, 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 his/her duties.

- iv) The PFCCCL or its authorized officers can ask the manpower agency to dismiss the casual staff from deployment with PFCCCL 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 PFCCCL and PFCCCL 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 PFCCCL will be treated as final.
- 29.** The Agency shall be liable and keep PFCCCL indemnified against legal proceedings concerning labour laws, wages, appointment, human rights violation, SC/ ST/ OBC/ PWD and any other statute in the related matters in respect of its casual staff so deployed to work with PFCCCL. PFCCCL or its officials in no manner shall be liable in this regard. PFCCCL shall not be responsible in any manner for any dispute or difference that may arise between the Agency and the casual staff (s) engaged by it for providing services to PFCCCL.
- 30.** The Agency shall keep PFCCCL, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by PFCCCL or any Third Party (means any other person or entity as the context requires).
- 31.** PFCCCL shall pay the Agency the all inclusive agency fee/ charges of ____% (_____ **In words**) of the total remuneration as service fee/ charges which is inclusive of all taxes duties and levies. No escalation in service charges will be allowed for any reason whatsoever during the validity of this Agreement. Service Charges will be paid on total invoice value including overtime. Service Tax at applicable rates, at the time of payment, shall be paid extra by PFCCCL.
- 32.** The remuneration of the casual staff will be paid on monthly basis as per agreed rate(s) and actual attendance of the casual staff by the Agency in the services of PFCCCL. PF, ESI and other statutory benefits (employee share) shall be deducted from the monthly remuneration of the Casual Staff as per applicable laws/ acts.
- 33.** All payments made by PFCCCL shall be after deduction of tax (TDS) at source as per the provisions of relevant Act.
- 34.** The Agency shall deposit proof of depositing ESI/EPF/Service Tax to PFCCCL every month.
- 35.** This Agreement shall be effective for a period of **one year** from _____, **2015** 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 PFCCCL.

- 36. 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.
- 37. 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.
- 38. Tentative duties and job specification of casual staff required will be as per **Annexure-I**.
- 39. For the purpose of day to day interaction, the Agency shall contact Consultant (HR)/ VP (U#1)/ EVP (U#1).
- 40. 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: pficonsulting@pfcindia.com

For the Agency:

41. SECURITY DEPOSIT:

An amount of Rs.5,40,000/- (Rupees Five Lakh Forty Thousand Only) submitted as EMD by the Agency 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 Authority.

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

42. TERMS OF PAYMENT

- i. The Agency will submit the monthly bill in duplicate enclosing the certificates as per the conditions below, which shall be got duly certified by the officer-in-charge .
 - a. 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**.
 - b. The Agency should raise the bill to PFCCL within 3 working days after releasing the payment to all the casual staff deployed at PFCCL.
 - c. The Agency will submit the monthly bill in duplicate enclosing the proof of submission of PF and ESI, which shall be got duly certified by the officer-in-charge and the same shall be paid through online transaction or crossed account payee cheque in favour of the Agency within 07 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.
 - d. Proof of payments made to the casual staff deployed to work with PFCCL for the previous months.
 - e. 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.

- f. The Agency shall provide copy of the returns filed for PF (Form 36 B) in respect of the casual staff deployed to work with PFCCL at the end of each month.
 - g. The Agency shall provide a copy of the returns filed for PF (Form 3 and Form 6A) in respect of the casual staff deployed to work with PFCCL at the end of financial year.
 - h. The Agency shall provide copy of the returns filed for ESI (Form No. 5) in respect of the casual staff deployed to work with PFCCL on half-yearly basis.
 - i. 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.
 - j. Service Charges will be paid on total invoice value including overtime.
- 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. 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.
 - iv. 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.
 - v. The Agency to ensure that no other charges except statutory charges should be deducted from the casual staff.
 - vi. The Agency will not take any payment (in any form) from the casual staff deployed to work with PFCCL. In case information of any such payment comes to the knowledge of PFCCL, the contract with the agency would be terminated.
 - vii. The Agency is responsible for deduction of tax at source of the casual staff as per extant regulations.
 - 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 Agency shall provide Form 16 to all the casual staff and copy to PFCCL at the end of the financial year.

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

44. SETTLEMENT OF DISPUTE

- a) In case of any difference of opinion or dispute between the parties arising out of or in connection with this agreement the same shall be settled mutually by both the parties.
- b) In the event of non-settlement of difference or dispute amicably between the parties the same shall be decided by CEO, PFCCCL.

45. 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.

IN WITNESS WHEREOF the PFCCCL 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 PFCCCL

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

Prem P. Srivastava
EVP (U#1)
PFCCCL

Witnesses:

- 1. 1.
- 2. 2.

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 PFCL	
Total		

* 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 and Service tax as applicable.

Authorized Signatory

Name

Designation

Date

ANNEXURE - XII

Date: _____

To,
the 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. 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 are being paid online.

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

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 ElectronicTender'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 Center’ 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.Sanjay Mehrotra, 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]
E-mail ID	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)