

---

**TENDER**

**FOR**

**PROVIDING MANPOWER ON OUT SOURCE BASIS TO NMRCL**

**AT**

**NAGPUR METRO RAIL CORPORATION LTD, NAGPUR  
(CIN No.U60100MH2015SGC262054)**

**Tender No.:**

**Tender Issue Date: From 4<sup>th</sup> June to 16<sup>th</sup> June 2015**

**Date of Submission: 17<sup>th</sup> June 2015**



**Nagpur Metro Rail Corporation Ltd, Nagpur**

**Metro House, 28/2, Anand Nagar, C K Naidu Road, Civil Lines, Nagpur - 440001.**

**Telefax: 0712 – 2554237 email: nag.metro rail@hotmail.com**

**TENDER DOCUMENT**

**For providing Junior Engineers, Personal Assistants, Data Entry Operators, Clerk and Office Attendants/Peon, Driver and other personal to NMRCL Nagpur outsource basis**

Sr. No.	Particulars	Date and Time
1	Period of issue of Tender Document	From 04/06/2015 to 16/06/2015 On working days during office working hours 10:30 to 17:00 hours.
2	Date and time for submission of Tender Document	17 <sup>th</sup> June 2015 from 11.00 to 15:00 hours.
3.	Date and time for opening envelop of Technical Bids	On 17 <sup>th</sup> June 2015 at 16:00 hours.
4.	Opening envelop of financial Bids of eligible Bidders	Will be communicated after opening of technical bid
5.	Tender document fee (non –refundable) in the form of Demand Draft in favor of Nagpur Metro Rail Corporation Ltd. Payable at Nagpur	Rs. 5000/-
6.	Likely date for commencement of deployment of required manpower	From 1 <sup>st</sup> July 2015

---

# Tender Notice

The Managing Director Nagpur Metro Rail Corporation Ltd. Nagpur invites sealed tenders under Two envelop system i.e. (1) Technical Envelop (2) Financial Envelop from reputed, experienced and financially sound register firms/companies for providing Jr. Junior Engineers, Personal Assistants, Data Entry Operators, Clerk and Office Attendants/Peon and other person required for office work on outsourced basis for a period of one year from the date of contract.

The complete tender document with scope of work and terms & conditions can be downloaded from the website of NMRCL i.e. [www.metrotrainagpur.com](http://www.metrotrainagpur.com)

- 1) Period of issue of Tender Document: From 4/6/2015 to 16/6/2015 on working days during office working hours 10:30 to 17:00 hours.
- 2) Date and time for submission of tender document: 17<sup>th</sup> June 2015 from 11.00 to 15.00 hours
- 3) Date and time for opening tender: On 17<sup>th</sup> June 2015 at 16.00 hours of Technical Bids

Managing Director,  
NMRCL

T E N D E R SCHEDULE

**For providing Jr. Engineer, Personal Assistants,  
Data Entry Operators, Office Attendants, Peon, Driver and other personal on outsource basis to  
Nagpur Metro Rail Corporation Ltd.**

**On Outsourced Basis**

\*\*\*\*\*

1. The Managing Director Nagpur Metro Rail Corporation Ltd. Nagpur invites sealed tenders under Two envelop System i.e. (1) Technical envelop (2) Financial envelop from reputed, experienced and financially sound register firms/companies for providing Jr. Junior Engineer, Personal Assistant, Data Entry Operators and Office Attendant and other personal required for office work on outsourced basis for a period of one year from the date of contract.
2. The complete Tender Document with scope of work and terms & conditions can be downloaded from the website of NMRCL i.e. [www.metrotrainnagpur.com](http://www.metrotrainnagpur.com) The filled tender will be accepted on 17<sup>th</sup> June 2015 from 11:00hrs. till 15:00 hrs. in NMRCL office at Metro House 28/2 Anand Nagar, C.K. Naidu Road, Civil Lines, Nagpur.
3. Tender document fee (non –refundable) of Rs.5000/- (Rs. Five thousand only) in the form of Demand Draft/drawn in favour of Nagpur Metro Rail Corporation Ltd., payable at Nagpur. The tenderer has to submit the Demand Draft for Rs. 5000/- on account of tender document fee before submission of tender, if he fails to submit Demand Draft he will not be allowed to submit the tender in tender box.
4. The opening of tenders will be take place at office of the Nagpur Metro Rail Corporation Ltd., Nagpur on 17<sup>th</sup> June 2015 at 16:00 hrs.
5. The validity of Tenders will be 90 days from the last date stipulated for opening of Tenders/Bid.
6. The interested and eligible registered firms/companies shall may submit single bid for various categories of personnel, complete in all respects along with Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees One Fifty thousand only) in the form of Demand Draft/drawn in favour of Nagpur Metro Rail Corporation Ltd. payable at Nagpur. The tenders shall not be entertained without EMD and after this deadline stipulated for submission of bid under any circumstances whatsoever enders without EMD shall be treated unresponsive and rejected outright.
7. The Technical Bid/Tender will be opened on 17<sup>th</sup> June 2015 at 16:00 hrs at Metro House, 28/2, Anand Nagar, CK Naidu Road, Civil Lines, Nagpur – 440001. in the presence of authorized representative of Bidders who may wish to be present .
8. NMRCL reserves the right to amend / cancel any of the terms and conditions in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason, thereof the decision of M.D. NMRCL in this regard shall be final and binding on all.

**Managing Director  
NMRCL**

## **I. Scope of Work and General Instruction for Tenderers**

- i. Nagpur Metro Rail Corporation Ltd. Nagpur requires the services of a reputed, well established and financially sound registered firm/company for providing manpower to perform jobs assigned to outsource staff and should provide a copy of the Certificate of Registration. The Agency should provide under taking that they shall comply with all relevant statutory norms like minimum wages, employees' provident fund, Employees State Insurance and Service tax etc.
- ii. This NMRCL has tentative (initial) requirement of the number of persons, category wise as given below:

Sr. No.	Category	Approximate Number
1	Drivers	5
2	Office Attendants/Peon	10
3	Data Entry Operators/Clerk	5
4	Personal Assistants	5
5	Junior Engineer	6

However, above number may be subject to change depending on actual requirement. The qualification and experience required and job description of the categories of the persons to be deployed are given at

### **Annexure - A**

- iii. The contract is likely to commence from 01.07.2015 and would continue for a period of one year. The period of the contract may be further extended after the completion of contract, provided the requirement of the NMRCL for augmenting its present manpower persists at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of manpower deployed by the selected Company or cessation of the requirement of work. NMRCL, however, reserves the right to terminate this initial contract at any time after giving one week's notice to the selected service providing firm/company.
- iv. Past experience and satisfactory performance of similar work done for the Departments of the Government of India/Government of Maharashtra/Statutory Bodies/PSUs/ Private Sectors for last three years. (A list of such organizations being served may be provided). The reputation/track record of the bidder will be verified by NMRCL.
- v. The Service Provider should have experience of providing such services. The agency should have completed one such work where it has provided at least 30 persons in one organization during the last 2 years. The names of such organizations along with number of persons deployed may be submitted.
- vi. The Service provider should have adequate facilities (infrastructure, qualified and expert manpower) for testing/screening of personnel to ensure that they conform to the given standards of knowledge/skill and experience before deployment. This aspect is also subject to evaluation/verification by NMRCL.

- 
- vii. The Service Provider should have a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971.
  - viii. The provision of training facilities/up-gradation of skills of the persons deployed by the service provider, if any (this will be given weigh tage).
  - ix. The Service Provider shall submit an affidavit stating that the firm/ company is not / has not been black listed by Central/State Government/ any PSUs/Private Sector/Statutory Authority.
  - x. The firm should be registered with Income Tax and Service Tax authorities.
  - xi. The service provider should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act etc.
  - xii. The Service Provider should have an office in Nagpur.
  - xiii. The average annual turnover of the firm during the last 3 financial years should not be less than Rs. Twenty five lacks per annum from similar services. The audited balance sheet of the firm/company and IT returns for years 2011-2012, 2012-2013, 2013-2014 should be submitted by the bidder.
  - xiv. Service provider company should have its own Bank Account.
  - xv. Persons deployed by the service provider shall not be less than 18 years of age.

**Non-compliance with any of the above conditions by the company will amount to no eligibility for the service for which tender has been floated and its tender will be summarily rejected.**

## TECHNICAL SPECIFICATIONS

The interested firm/company may submit the tender document, complete in all respects, along with Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft/ Pay Order drawn in favour of Nagpur Metro Rail Corporation Ltd., payable at Nagpur and other requisite documents latest by 15.00 hrs on 17<sup>th</sup> July 2015.

- i. The tender has been invited under two envelop system i.e. Technical envelop and Financial envelop. The interested firm/companies are advised to submit two separate sealed envelopes super-scribing “Technical Bid for providing manpower on outsource basis” in **Bold** letters and “Financial Bid for providing manpower on outsource basis”.

The above mention two envelopes after shelling should be put-in one single large shelled envelop and then after tender should be submitted.

- ii. The tendering firm/company is required to enclose attested photo copies of the following documents along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:

PAN/GIR No.
Certificate of Incorporation
Service Tax Registration No.
E.P.F. Registration No.
E.S.I. Registration No.
Documents showing completing at least one service where it has provided 30 persons in one organization during last 2 years in single contract and average annual turnover of the firm is not less than Rs. 25,00,000 (Twenty five lacks) per annum during last three years related to providing manpower resources.
Financial worthiness and competence to be substantiated through Income Tax Returns/Certificates. PAN/ST/TIN/VAT No./EPF Registration/ Annual Report, Audited Balance Sheet and Profit & Loss A/c. for the last 3 years.
Affidavit stating that the bidder is/has not been black listed by Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs /Private Sector.
List of similar assignments and number of Manpower provided to Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs /Private Sector during the last three years by the Company (Attach attested copy).

- 
- iii. Conditional bids shall not be considered and will be rejected out right at the very first instance.
  - iv. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the firm/company.
  - v. The envelope containing Technical Bid shall be opened first on the scheduled date and time (At 1600 hrs. on 11<sup>th</sup> of June 2015) in NMRCL Nagpur in the presence of the representatives of the Company, if any, who wish to be present on the spot at that time. The Technical Bids shall be evaluated by a Technical Evaluation Committee. Financial bids of technically qualified, eligible bidders meeting all the requisite criteria only shall be opened on the specified date & time at NMRCL Metro Bhawan 28/2 Anand Nagar C.K. Naidu Road Civil Line Nagpur 440001 in the presence of short listed contractors or their authorized representatives.
  - vi. The competent authority of Nagpur Metro Rail Corporation Ltd. Nagpur reserves the right to annul any or all bids without assigning any reason.
  - vii. The bidder shall quote the Technical & Financial bids as per the format enclosed at Annexure I & II.



---

## **TERMS AND CONDITIONS**

### **A. General**

1. **Payment Terms:-** The standard terms of payment are within 30 days from the date of submission of bills in triplicate along with work completion certificate certified by the competent authority in NMRCL. The payment shall be made through Cheque (s)/RTGS/NEFT/ECS.
2. **Payment of salary by Service Provider:-** The Service Provider shall ensure that the salary to the persons so employed is made by 7th day of the succeeding month at least @ Minimum wages, including the Dearness Allowance, notified by the Government of Maharashtra from time to time. The payments shall be made by bank transfer or in the respective premises of the NMRCL, if need be.
3. **Income Tax:-** The Income Tax/TDS and other statutory deductions, as applicable will be deducted from the payment. Tax deduction certificate will be issued to the Service Provider by NMRCL.
4. **Penalty Clause:-** The service provider shall send the requisite number of persons within stipulated time after requisition from the NMRCL. In emergent cases, such as the person deployed falls sick or is not able to attend the office for the reason beyond his control continuously for more than 3 days, the Service Provider shall deploy a suitable substitute. If the contractor fails to deploy requisite number of persons due to default on his part or fails to send the substitute, without prejudice to any other right or remedy available under the law to the NMRCL on account of such breach, pro-rata recovery along with penalty equal to double the amount payable to the agency for deployment of that person, on pro-rata basis for the first ten days from the date of absence of the person from duty will be made. In case the Service Provider fails to provide suitable substitute(s) within ten days, additional penalty @ 1% of the total wage bill (excluding taxes) of that month will be imposed. The quantum of recovery will be decided by Competent Authority in NMRCL, which will be final and binding on the Service Provider.
5. **Termination of the Contract:-** In case of any material violation of any of the terms and conditions by the Service Provider, the NMRCL reserves its right to unilaterally terminate the contract. In case of any dispute, the decision of the Competent Authority will be final and binding.
6. **Revision of wages:-** In case of revision in minimum wages, in writing, by Government of Maharashtra/Ministry of Labour and Employment, Government of India, the corresponding revised rates shall be payable by the NMRCL after the approval of Competent Authority in the NMRCL.

- 
7. Statutory Obligations:- The Service Provider is required to deposit a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 30 days of the date of the award of the contract. If the Service Provider refuses to provide license for any reason whatsoever or fails to deposit the license within the stipulated period of 30 days, the contract shall automatically stand terminated unless condoned by NMRCL and the NMRCL shall be at liberty to recover losses, if any, from the Service Provider.
  8. The Service Provider shall be obliged and solely responsible to comply with all statutory requirements in respect of the manpower engaged by him and the NMRCL shall not be a party to any dispute arising out of such deployment by the contractor.
  9. Security Considerations:- The persons deployed by the Agency should not have any Police record/criminal cases against them and they should be deployed after police verification. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character verifications of the personnel through local police should be furnished at the time of deployment.
  10. Place of Duty, Working Hours and Punctuality .
    - a. The NMRCL is presently housed at Metro House 28/2 Anand Nagar Civil Line Nagpur and is also having its office at 3<sup>rd</sup> floor at Udyog Bhwan Near Sale Tax Office Civil Line Nagpur 440001. The personnel so deployed shall have to report for duty at the above places or a new location, in case there is change of office within Nagpur. No extra liability on this account will be borne by NMRCL.
    - b. The working hours of the NMRCL will be from 09.45 a.m. to 6.15 p.m. on all working Days.
    - c. The personnel deployed shall work for 8 hours (excluding ½ hr. lunch time) from 09:45 A.M. to 06:15 P.M. on all working days.
    - d. The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.
    - e. If need arises, the outsource staff shall have to sit late or come early or attend the Office even on Saturday/Sunday/Gazetted Holidays (as per work requirements). For working in the office beyond office hours no extra, payment will be admissible.
    - f. Tenderers must quote rates for eight hours duty and

- 
11. For interview and skill test the Service Provider has to send a list of candidates three times of the requirements (3x1) within a week's time from the date of placement of the requisition.
  12. The responsibility of statutory/compulsory deductions like EPF/Income Tax/Service Tax etc. will be of the Firm/company(Service Provider). No extra payment shall be made by the NMRCL.
  13. The copies of appointment letter issued to the personnel deployed in the NMRCL shall be provided to the NMRCL.
  14. The Service Provider before selecting the manpower will satisfy himself about the character and integrity of the persons proposed to be provided to the NMRCL. The Service Provider shall obtain a character certificate in respect of every such person from the school/college last attended by such person or a character certificate from a Gazetted Officer and a copy of such certificate should be made available to the NMRCL at the time of deployment.
  15. The Service Provider will provide to the NMRCL a list of all personnel so deployed with permanent and present address along with their latest photographs.
  16. The Service Provider shall be responsible for all acts of NMRCL and omission on the part of the manpower engaged for the purpose. The NMRCL shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the Service Provider's employees performing duties under the contract.
  17. It shall be responsibility of the Service Provider to issue the employment card/photo/identity card to the workers as per the prescribed format and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act.
  18. The Agency shall arrange such facilities like EPF and ESI as provided for in the Contract Labour (Regulation and Abolition) Act, 1970 for the welfare and health of the workers deployed with the NMRCL.
  19. The Service Provider shall replace within twenty four hours any of its personnel, if they are unacceptable to the NMRCL because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of the manpower supplied by the agency, upon receiving written notice from NMRCL. Notwithstanding above, the NMRCL has the right to ask to change/replace the personnel at any point of time without assigning any reason.
  20. The Service Provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider.
  21. The NMRCL shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the personnel of the Service Provider.

- 
22. The Service Provider will be responsible for any damages done to the property of the NMRCL by the personnel so employed. The NMRCL will be free to recover it from the security deposit given by the Agency or from any other dues.
  23. The Service Provider's personnel working in the NMRCL should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the NMRCL. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
  24. The Service Provider shall ensure proper conduct of his persons in the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
  25. The Service Provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know how, security arrangements and administrative/organizational matters as all are of confidential/secret nature.
  26. The Service Provider's personnel shall not have any right to claim any benefit/compensation/absorption/regularization of services with the NMRCL under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the Service Provider to this office.
  27. Any dispute regarding working hours and compensation to be paid to the workers deployed will be the responsibility of the Service Provider and no representation will be entertained on this issue by the NMRCL.
  28. The transportation, food, medical and other statutory requirements in respect of each personnel of the Service Provider will be the responsibility of the Service Provider and the NMRCL will not entertain any claim in this regard.
  29. The Service Provider shall be contactable at all times and message sent by email/Fax/Special Messenger from the NMRCL to the Service Provider shall be acknowledged immediately on receipt on the same day.
  30. The service provider shall depute two coordinators, who would be responsible for immediate interaction with the NMRCL so that optimal services of the persons deployed by the service provider could be availed without any disruption.
  31. The Service Provider shall not assign, transfer, pledge or sub-contract the performance or service without the prior written consent of the NMRCL.

- 
32. Arbitration:- Any dispute/difference arising out of or relating to this agreement including interpretation of its terms will be resolved through joint discussions of the concerned parties. However, if disputes are not resolved by joint discussions, then the matter will be referred to arbitration as per the provisions of Arbitration Act, 1940 with amendment up-to date.
  33. NMRCL reserves right to terminate the contract at any point of time after giving a week's notice to the contracting Company.
  34. The contracting firm/company shall ensure that the manpower deployed in the NMRCL conforms to the eligibility conditions of age and educational and professional qualification, language skills and experience prescribed etc. in the Tender Document or as may be prescribed additionally at a later stage.
  35. The selected firm/company shall ensure that the attrition rate of candidates will not exceed more than 5% in a year. The selected firm/company shall immediately provide a substitute in the event of any person leaving the job due to his/ her personal reasons.
  36. For all intents and purposes, the service providing firm/company shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the NMRCL. The persons deployed by the firm/company in the NMRCL shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against NMRCL.

#### B. FRAUD AND CORRUPT PRACTICES

- i. The tenderer applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Not with standing anything to the contrary contained herein, NMRCL may reject at tender without being liable in any manner whatsoever to the tenderer if it determines that the tenderer has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- ii. Without prejudice to the rights of the NMRCL under Clause **i** herein above, if a tenderer is found by the NMRCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such tenderer shall not be eligible to participate in any tender floated by NMRCL.
- iii. For the purposes of this Clause-(i), the following terms shall have the meaning hereinafter respectively assigned to them:

- 
- a) “Corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
  - b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person’s participation or action in the Bidding Process;
  - d) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
  - e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

### **C. LEGAL**

- i. The firm/company shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in NMRCL. The Company shall furnish a certificate in each month that all statutory requirements have been fulfilled along with the bills for payment.
- ii. The Service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to NMRCL to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- iii. The Service provider shall maintain all statutory Registers under the applicable laws. The firm/company shall produce the same, on demand, to the concerned authority of NAGPUR METRO RAIL CORPORATION LTD. or any other authority under law.

- 
- iv. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the firm/company by NMRCL .
  - v. In case, the tendering firm/company fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the NMRCL is put to any loss, obligation, monetary or otherwise, the NMRCL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the firm/company, to the extent of the loss or obligation in monetary terms.

#### **D. FINANCIAL**

- i. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs. 50,000/= (Rupees Fifty thousand only) in the form of Demand Draft/Pay Order drawn in favour of Nagpur Metro Rail Corporation Ltd., Nagpur failing which the tender shall be rejected outrightly. The EMD shall not carry any interest that is no interest will be payable for EMD.
- ii. The EMD in respect of the firm/company which does not qualify the Technical envelop (First Stage) / Financial envelop (Second competitive stage) shall be returned to it without any interest. Further, if the firm/company fails to deploy manpower against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
- iii. The Outsourced manpower to be hired shall be paid at least at the rate of minimum wages per month as per Govt. of Maharashtra's Minimum Wages Act plus obligatory payments towards EPF/ESI/Service Tax, as applicable.
- iv. The successful tenderers will have to deposit a Performance Security @ 10% (Ten percent) of the contract value within 15 days of the receipt of the formal order/singing of agreement. The performance security will be furnished in the form of Bank Guarantee Of Nationalize Bank drawn in favour of Nagpur Metro Rail Corporation Ltd. or Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of Service Provider firm/company but hypothecated to the NMRCL. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier.
- v. In case of breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the firm/company will be liable to be forfeited by the NMRCL besides annulment of the contract.
- vi. The firm/company shall raise the bill, in duplicate , along with attendance sheet in respect of personnel deployed in the NMRCL in the first week of the succeeding month.
- vii. The claims in bills regarding wages paid to the outsource manpower deployed, Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof (including copy of schedule of payment showing contribution towards ESI, PF etc. in respect of the outsourced manpower) pertaining to the concerned month's bill. A requisite amount/portion of the bill/whole of the bill shall be held up till the proof is furnished, at the discretion of the NMRCL.

- 
- viii. Any dispute or difference regarding the interpretation of the provisions of this agreement shall be resolved amicably between the parties. If the dispute is not resolved amicably, either party may refer the dispute or difference to the NMRCL for arbitration, whose decision shall be final and binding on the parties.
  - ix. NMRCL reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

#### **E. EVALUATION CRITERIA**

- a) The evaluation committee will be constituted by the NMRCL to evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. A Proposal shall be rejected at this stage if it does not respond to or all aspects of the Technical Proposal.
- b) Financial Proposals will remain unopened for those Agencies which fail to meet the minimum technical criteria. Financial Proposals shall be taken up only with those firm/company who meet the technical criteria. Thereafter these Financial Proposals shall be opened, and the total prices read and recorded.



**ANNEXURE-I**  
**TECHNICAL BID**

**(To be enclosed in a separate sealed envelope)**

For providing manpower on Outsourced basis to Nagpur Metro Rail Corporation Ltd. Nagpur

1	Name of Tendering Company (Attach certificates of registration with a brief profile of the company)	
2	Name of Proprietor/Director of Company	
3	Full address of Registered Office with Telephone No., FAX and E-Mail	
4	Full address of operating/ Branch Office with Telephone no., FAX and E-Mail.	
5	Banker of Company with full address (Attach certified copy of statement of bank A/C for the last six months duly attested by the bankers')	
6	PAN/GIR No.	
7	Service Tax Registration No.	
8	E.P.F. Registration No.	
9	E.S.I. Registration No.	
10	Documents showing completing at least one service where it has provided 80 persons in one organization during last 2 years in single contract and turnover of the company is not less than twenty crore per annum during the last three years related to providing human resources.	
11	Annual Report and Audited Balance sheet & Profit Loss Account for the last three financial years to be attached.	
12	Affidavit stating that the company is / has not been black listed by Ce n t r a l Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs/Private Sector .	
13	List of similar assignments and number of; Manpower provided to Central Government Departments / State Government/ Statutory bodies/ Autonomous bodies/ PSUs / Private Sector during the last three years	
14	Objective Testing and Assessment of Professional Skills of Candidates / Manpower: Company's process of Scrutinizing candidates before providing to the Competition NMRCL of India; Number and type of tests / examinations proposed / conducted by the Company to ensure that suitable candidates / manpower are going to be provided to the Competition NMRCL of India	
15	Acceptance of Terms and Conditions	
16	Demand Draft/ Pay order for Tender document fee (non-refundable) of Rs.1000/- (Rs. One thousand only) attached (Name of bank, DD/Pay Order No. Date and amount)	
17	Demand Draft/ Pay Order for EMD of Rs.1,00,000/- (Rs. Only lakh only) attached Name of bank, DD/Pay Order No. Date and amount.	
18	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document – Annexure-III)	
19	List of other clients	
20	Any other information to establish financial worth and technical competence.	

Signature of authorized person

Name:

Seal:

Date & Place

---

**DECLARATION**

I, \_\_\_\_\_ Son / Daughter /Wife of  
Shri. \_\_\_\_\_ Proprietor/Director, authorized signatory of  
the bidder, mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake  
to abide by them;

3. The information / documents furnished along with the above application are true and authentic  
to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing  
of any false information/ fabricated document would lead to rejection of my tender at any stage  
besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Seal:

Date:

Place:

**ANNEXURE-II**

**FINANCIAL BID**

(To be enclosed in a separate sealed envelope)

For providing manpower on Outsourced basis to Nagpur Metro Rail Corporation Ltd. Nagpur

1. Name of tendering Service Provider Company:
2. Details of Earnest Money Deposit  
Amount :  
D.D. / P.O & Date  
Drawn on Bank :
3. Rates are to be quoted at least in accordance with the Minimum Wages Act, 1948 as applicable in the NCT of Delhi and other by-laws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc.)

Sl. No	Manpower Type	Wages Per month	PF ESI Ser. Charges Ser. Tax				Total (Col.3+4+5+6+7+8)
			Ser.Tax	PF	ESI	Ser. Charges	
1	2	3	4	5	6	7	8
1	Junior Engineer						
2	Personal Assistant						
3	Date Entry Operator/Clerk						
4	Office Attendants/Peon						
5	Driver						

Note:

1. All rates to be quoted in Indian Rupees only
2. The rates quoted by the tendering Company should be inclusive of all statutory requirement i.e. PF , ESI & Bonus etc./ taxation liabilities as applicable.
3. No column should be left blank.
4. Service charges to be paid by NMRCL to the Service provider
5. Service Tax as applicable

Signature of authorized person

Date:

Place:

---

**ANNEXURE-III**

**DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES**

We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that::

a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and

b) We have taken steps to ensure that in conformity with the provisions of Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

c) We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

e) We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Signature;

Name & Designation with office Seal

**NMRCL NAGPUR**

- 1. Name of the post** : **Junior Engineer Civil/Electrical/Electronics/Mechanical**  
**2. Mode of Recruitment** : Outsourced basis  
**3. Qualifications and Experience:**  
**Essential:**

**Qualification**

- a) Graduate in respective branch of engineering with  
b) Minimum 3 Year Diploma in Engineering from recognized Institute

**4. Job Description:**

1. Junior Engineer is responsible to prepare petty requisitions and plans and estimates for special repairs and additions and alterations of works/ schemes under his section.
2. To give marking for works to be done in his section and to carry out survey and leveling work when required to do so.
3. To supervise the actual execution of works.
4. To maintain accounts of all the stock and T&P in his charge, their receipts and issues and to maintain register of materials at site.
5. To take measurements of works and to assists the Assistant Engineer/Executive Engineer in measurement or check measurement of works. To record, in time, the measurements of all over small works below foundations. In case of large work, to get the work measured up in time, before such works get covered over.
6. To prepare running bills of all works and final bills of such work as cost less than one lakh of rupees and to submit them to the E.E. through A.E.
7. To keep a vigilant control over expenditure and report progress of work to E.E. either daily or periodically as may be ordered.
8. To report to the A.E. immediately occurrence of any serious accident, etc. in his section and to ensure that no damage takes place to the government property in his charge.
9. To check ( count weight or measure, as the case may be) each half year, all the store in his charge and to prepare half yearly distribution list for stock and yearly T&P showing the closing balances and to certify distinctly hat the has checked the store, recording the result of such a check.
10. To check, measure all the works/ schemes side materials at lest once in six months and record his check in the measurement books.

**NMRCL NAGPUR**

**1. Name of the post** : **Personal Assistant**

**2. Mode of Recruitment** : Outsourced basis

**3. Qualifications and Experience :**

**Essential**

**A. Qualification**

- a) Graduate in any discipline
- b) Shorthand Speed 80 w.p.m. in English
- c) Typing speed of 30 w.p.m.in English
- d) Proficiency in MS Office applications such as World Excel and Power Point
- e) Good drafting abilities and capability to produce presentations, reports and letters.
- f) Good knowledge of both written and spoken English
- g) Strong communication skills.
- h) Ability to handle telephonic messages appointments, diary maintenance.

**B. Experience**

- a) Minimum 5 year's experience of this kind of job.
- b) Must have worked at least for 2 years with any of the Senior Executive in Private / Public Sector Company or with officer of the level of Deputy Secretary or above in Govt. related Organization.

**Desirable**

- a) Diploma / Certificate in Secretarial Practice / Office Management/ Short hand with post graduation
- b) Diploma / Certificate in Computer Applications
- c) Knowledge of the functioning of the NMRCL or similarly placed organization.

**4. Job Description:**

The Personal Assistant will be responsible for the following tasks:

- a) Keeping agenda organizing and co-ordinating appointments, meetings and tour
- b) Taking dictations.
- c) Typing and archiving correspondence using computer applications
- d) Registering and dispatching e-mails
- e) Filtering telephonic calls.
- f) Responding to queries and requests for information while exercising tact discretion at confidentiality.
- g) Acting as a first point of contact for all enquiries to the officer attached with.
- h) Setting up and maintaining effective filing system.
- i) Designing and composing slides for power point presentation.
- j) Using internet applications.
- k) Performing other related tasks as & when required.

**NMRCL NAGPUR**

- 1. Name of the post** : **Data Entry Operator/Clerk**  
**2. Mode of Recruitment** : Outsourced basis  
**3. Qualifications and Experience:**

**Essential**

**A. Qualification**

- a) Graduate in any discipline
- b) Typing speed of 40 w.p.m. in English
- c) Ability to operate Electronic Data Processing equipment.
- d) Ability to manage files / project work / cases
- e) Ability to work under pressure and maintain a professional demean our

**B. Experience**

- a) Minimum 2 year's experience of this kind of job.
- b) Must have worked at least for 1 years with any of the office of reputed Private / Public Sector Company or Govt. related Organization.

**Desirable**

- a) Diploma / Certificate in Office Management
- b) Diploma / Certificate in Computer Applications
- c) Knowledge of the functioning of the NMRCL or similarly placed organisation.

**4. Job Description:**

The Data Entry Operator will be responsible for the following tasks:

- (a) Enter data to update records following the promulgated codes and standards.
- (b) Receives and respond to record inquiries in compliance with standards.
- (c) Access files through knowledge of computer terminal and manual file system.
- (d) Take printouts as required.
- (e) Performs related duties
- (f) Provide a variety of secretarial and administrative support.
- (g) Performs special projects as necessary.

**NMRCL NAGPUR**

- 1. Name of the post** : **Office Attendant/Peon**  
**2. Mode of Recruitment** : Outsourced basis  
**3. Qualifications and Experience :**

**Essential**

**A. Qualification**

- a) 10<sup>th</sup> standard or equivalent
- b) Must be able to understand English.
- c) Ability to handle modern office equipments such as Fax, Xerox, Binders etc.
- d) Ability of delivering and filing of papers, maintenance of stationery, office cleanliness (excluding sweeping and toilet cleaning)
- e) Ability to work under pressure and maintain a professional demean our

**B. Experience**

- a) Minimum 2 years experience.
- b) Must have worked at least for 1 year with any of the office of reputed Private /Public Sector Company or Govt. related Organization.

**Desirable Ex Serviceman**

**4. Job Description:**

The Office Attendant will be responsible for the following tasks:

- a) Handling modern office equipments such as Fax
- b) Delivering and filing of papers
- c) Maintenance of stationery
- d) Office cleanliness
- e) Arranging refreshment / water etc.
- f) Opening and closing of office
- g) Shifting of office equipments as and when required.
- h) Performing other related tasks as & when required.



**NMRCL NAGPUR**

- 1. Name of the post** : **Driver**  
**2. Mode of Recruitment** : Outsourced basis  
**3. Qualifications and Experience :**

**Essential**

**A. Qualification**

- a) 10<sup>th</sup> standard or equivalent.  
B) He should have valid Driving license for Driving Light/ Heavy vehicle issued by competent authority.

**B. Experience**

- a) Minimum 5 years experience of Driving Light/Height Vehicle.

**4. Job Description:**

1. The Driver will ply the light and heavy departmentally vehicle as the case may be. He will also maintain the log book of the vehicle properly and responsible to repair and maintenance of the vehicle from time to time.  
2. He will responsible to keep the vehicle neat and clean.