

**CONSTRUCTION OF BHAUPUR-KHURJA SECTION
OF EASTERN CORRIDOR OF DFCCIL E- TENDER
DOCUMENT FOR**

**ENGAGEMENT OF MANPOWER SERVICE
PROVIDER FOR OFFICE ASSISTANCE
SERVICES, HOUSE KEEPING & SECURITY
SERVICES" IN DFCCIL "S AGRA,
ALIGARH, ETAWAH & KANPUR OFFICES
UNDER CPM/TUNDLA**

Aug, 2018



**DEDICATED FREIGHT CORRIDOR CORPORATION
OF INDIA LIMITED**

(A Government of India Undertaking)

MINISTRY OF RAILWAYS

<p><u>Main office:-</u> CPM/TDL/DFCCIL OFFICE 3/20,KPS Tower, Mayur Complex, 3rd Floor, Near Tulsi Cinema, NH-02, Nagla Padi, Agra-282002</p>	<p><u>Site office:-</u> 1. CPM/TDL/DFCCIL OFFICE, AGRA 2. DY CPM/ALJN/DFCCIL OFFICE, ALIGARH 3. DY CPM/CNB/DFCCIL OFFICE, ETAWAH 4. DY CPM/CNB/DFCCIL OFFICE, KANPUR</p>
<p><u>Corporate Office</u> DFCCIL, 5th Floor, Pargati Maidan Metro station Complex, NEW DELHI – 110 001</p>	

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CHECK LIST FOR LIST OF DOCUMENTS TO BE ATTACHED WITH THE E-TENDER

1. Details of similar works completed in last three years. (Format –I)
2. Annual Turnover for the last three years with supporting documents (Format-II).
3. Registration of Company in case of company.
4. Partnership deed/Memorandum and Articles of Association of the firm or company.
5. Registration under labour Laws, ESI, EPF (as applicable).
6. GST Registration Certificate, GST Registration Certificate.
7. Performa for affidavit in Annexure A.
8. Solvency certificate from Bank of the value 10% of advertised tender value of work.
9. Scanned copy of proof of money deposit against Earnest Money Deposit at DFCCIL account mentioned in appendix to tender. (Earnest money in the prescribed form along with Transaction detail).

*MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of **Earnest Money Deposit**, for which, the tenderers will have to **upload the exemption certificate** on the E-Tender Portal.*

10. Original Power of Attorney of the person signing the tender documents or photocopy duly attested by Notary Public.
11. Details of on-going works (Format –III).
12. Scanned copy proof of money deposit against of the cost of tender documents at DFCCIL account mentioned in appendix to tender. (Cost of Tender document in the prescribed form along with Transaction detail).

*MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Cost of Document, for which, the tenderers will have to **upload the exemption certificate** on the E-Tender Portal.*

13. Complete Tender documents including Form of Bid, annexure etc. (Part-I) duly stamped and signed by the bidders on each page.
14. Financial/Commercial offer (Part-II) with rates duly filled in, stamped and signed on each page by the bidders.
15. Pre-Integrated pact signed as token of acceptance of implementation of integrity pact in DFCCIL, as & when Independent External Monitor appointed.
16. Corrigendum(s), if any, duly stamped and signed by the bidders on each page.

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TECHNICAL DETAIL

(TOP SHEET)

&

(FORM OF BID)

TOP SHEET

Tender No. DFCCIL/ TDL/ OUTSOURCE OFFICE ASSISTANCE 2018 Date: 01.08.2018.

Name of work ENGAGEMENT OF MANPOWER SERVICE PROVIDER FOR OFFICE ASSISTANCE SERVICES, HOUSE KEEPING & SECURITY SERVICES" IN DFCCIL'S AGRA, ALIGARH, ETAWAH & KANPUR OFFICES UNDER CPM/TUNDLA

Approx. Cost Rs. 2.528 crore

Earnest Money Rs.5,05,600/-(Rs.Five lakhs Five thousand & Six hundred only.)
(To be submitted in DFCCIL account. Account Detail Mentioned in Appendix to tender).

MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Earnest Money Deposit, for which, the tenderers will have to upload the exemption Certificate on the E-Tender Portal

Completion Period Total 24 (Twenty Four) Months from the date of issue of letter of acceptance.

Date of Opening 05.09.2018. Time: 15:30 Hrs.

Tender Issued to:-

For and on behalf of
CPM/TDL, DFCCIL Office

FORM OF BID

Place:.....

Date:

Chief Project Manager,
Dedicated Corridor Corporation of India Limited,
3/20,KPS Tower, Mayur Complex,, 3rd Floor,
Near Tulsi cinema, NH-02, Nagla Padi,
Agra-282002, U.P.

I / We have read the various conditions of tender attached hereto and hereby agree to abide by the said conditions. I / We also agree to keep this tender open for your acceptance for a period of 120 days from the date fixed as last date for receipt of completed tender in your office. In the event of my/our default, I/We will be liable for forfeiture of my/our earnest money.

1. I / We offer to do “**ENGAGEMENT OF MANPOWER SERVICE PROVIDER FOR OFFICE ASSISTANCE SERVICES, HOUSE KEEPING & SECURITY SERVICES’ IN DFCCIL’S AGRA, ALIGARH, ETAWAH & KANPUR OFFICES UNDER CPM/TUNDLA**” and the percentage/rate quoted by me/us in the BOQ bind myself/ourselves to complete the work in **24 (Twenty Four) months**. I / We also hereby agree to abide by all the Conditions mentioned in the tender and to carry out the services according to essential qualification/skills/experience and the tentative number of outsourced personnel and scope of services is given at **Annexure III, IV, V** respectively of the Annexure section of Bid document.
2. The full value of the earnest money deposited shall stand forfeited without prejudice to any other rights or remedies if:
 - a) I / We do not execute the contract document within Seven days after receipt of notice issued by DFCCIL that such documents are ready.

OR

 - b) I / We do not commence the work within 15 days after receipt of LOA issued.
3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.
4. Payment of stamp duty on the agreement to be executed in pursuance of this tender will be borne by DFCCIL.

Signature of witnesses: Signature of Tenderer (s) & Date

Tenderer(s) address

- 1.
- 2.

(NOTICE INVITING E- TENDER)

Dedicated Corporation of India Limited
(A Government of India Undertaking)
MINISTRY OF RAILWAY

Tender No. DFCCIL/ TDL/ OUTSOURCE OFFICE ASSISTANCE 2018 Date: 01.08.2018

M/s _____

NOTICE INVITING E- TENDER

- 1 The Chief Project Manager/TDL, DFCCIL, 3/20,KPS Tower, Mayur Complex,3rd Floor, Near Tulsi cinema, NH-02, Nagla Padi, Agra-282002, U.P., invites sealed **open E - Tenders in single packet system** on prescribed forms from firms/companies meeting qualifying requirements and having requisite experience and financial capacity for the following works:-

Tender No.	DFCCIL/ TDL/ OUTSOURCE OFFICE ASSISTANCE- 2018
Name of Work	ENGAGEMENT OF MANPOWER SERVICE PROVIDER FOR OFFICE ASSISTANCE SERVICES, HOUSE KEEPING & SECURITY SERVICES" IN DFCCIL "S AGRA, ALIGARH, ETAWAH & KANPUROFFICES UNDER CPM/TUNDLA
Estimated Cost	Rs 2.528 Crore.
Period of Contract	Total 24 (Twenty Four) Months
Earnest Money Deposit	Rs. 5,05,600 (Rs.Five Lakhs, Five Thousand, Six Hundred only) Submitted in DFCCIL account. Detail of Bank account mentioned in Appendix to Tender. or <i>MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Earnest Money Deposit, for which, the tenderers will have to upload the exemption certificate on the E-Tender Portal .</i>
Cost of Document	Rs 11,800/- (Rs.Eleven thousand,eight hundred Only) to be Submitted in DFCCIL account. Detail of Bank account mentioned in Appendix to Tender. Or <i>MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Cost of Documents., for which, the tenderers will have to upload the exemption certificate on the E-Tender Portal .</i>
Tender Processing Fee	Rs.8850/- exclusive of all taxes and duties (Non-refundable) through e-payment while uploading of Tender.
Date of Sale (Online)	From Date 02.08.2018
Issue of Corrigendum, if any	On or after Date (on www.tenderwizard.com/DFCCIL, www.dfccil.gov.in)
Date & Time of submission of tender	On or before Date 05.09.2018 and time 15:00 hrs.
Date & Time of opening of tender	Date 05.09.2018 and time 15:30 hrs.
Defect Liability Period :-	60 days after successful completion of this contract work.

2 **ELIGIBILITY CRITERIA**

Eligibility of the applicants shall be assessed based on the “**Eligibility Criteria**”, “**Essential Qualifying Criteria**” and “**Other Qualifying Criteria**” as given in **Annexure-I of Notice Inviting E-Tender.**

The Tender document can be downloaded from DFCCIL’s website www.dfccil.gov.in, www.tenderwizard.com/DFCCIL or Central Procurement Portal, eprocure.gov.in. Tenderers are advised not to make any corrections, additions or alterations in the downloaded tender documents. In case, any corrections, additions or alterations in the downloaded tender documents are made, such tender shall summarily rejected

3. The cost of tender documents & EMD shall be deposited in DFCCIL account mentioned in Appendix to tender.
4. DFCCIL may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on DFCCIL’s website **at least three days in advance** of date fixed for opening of tenders. The tenderers who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. Such addendum(s)/corrigendum(s) (if any) shall also be submitted, duly stamped and signed, along with the submission of the tenders. Any tender submitted without addendum(s)/corrigendum(s) (if any) shall be summarily rejected.
5. The tender documents shall be submitted in online mode through website www.tenderwizard.com/DFCCIL in single bids only. Single offer viz. containing Technical offer and financial offer along with necessary documents like scanned copy of EMD & scanned copy of Demand Draft/Pay order drawn in favour of DFCCIL, payable at Agra towards the cost of one set of the tender documents (Non-refundable) to be uploaded. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be uploaded in “**Technical offer**”. Bill of Quantities with rates duly filled in are to be uploaded in “**Financial offer**”. **Bids are required to be submitted only by online mode. The prices must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The financial bid should be saved and dully filled up and uploaded on the e-tendering web site using Digital Signature for signing the documents.**
6. To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password which has to be obtained by submitting an annual registration charges of INR 2000/- + GST @ 18% to M/s ITI through e-payment. Bidders have to pay the Tender Processing Fee to ITI through e-payment at the time of submission of bid. Already registered vendors with M/S ITI need not to pay registration charges.
7. Tenders shall be opened at **the address given below** at 15:30 hours on the same day in the presence of the tenderers or their authorized representatives intending to attend the opening.

Address of Office of the Chief Project Manager/ TDL (for submission & opening of tenders):

Chief Project Manager/TDL, DFCCIL, 3/20,KPS Tower, Mayur Complex,, 3rd Floor, Near Tulsi cinema, NH-02, Nagla Padi, Agra-282002, U.P.

All the Bids received shall be opened on the date and time mentioned above in the tender notice. Bid of the bidders shall be opened on a subsequent date through process of e-tendering, which will be notified to such bidders on line. The sequence of opening shall be :

- i) Earnest Money Deposit(EMD)
 - ii) Technical offer.
 - iii) Financial offer.
7. Tender shall be submitted as per "Instructions to Tenderers" forming a part of the tender document.
 8. Any tender received without Earnest Money in the form as specified in tender documents shall not be considered and shall be summarily rejected.
 9. DFCCIL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without assigning any reasons thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.
 10. Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderer shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.
 11. DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above Clause No. 10.0 of Notice Inviting Tender.
 12. The validity of the offer shall be 120 days.
 13. The transfer of tender documents purchased by one intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased/downloaded from website mentioned above.

We look forward for your active participation.

For & on behalf of **DFCCIL**
Chief Project Manager/TDL

ANNEXURE – I**1.0 ELIGIBILITY CRITERIA**

The tenderer shall satisfy the following eligibility criteria to qualify for this tender:

I. Essential Qualifying Criteria**A. Firms/companies**

(i) The tenderer should have a registered office anywhere in India.

The documentary proof regarding A. above should be submitted as part of the tender document.

Note: For the purpose of documentary proof of „registered office“ as mentioned in (i) above any address of office as mentioned in any of the following documents submitted along with the original offer by tenderer(s) may be considered as registered office of the tenderer(s).

1. Address mentioned in the article of association of company duly registered under Companies Act, 1956.
2. Address mentioned in Partnership Deed
3. Address mentioned in Trade License obtained by the individual from Govt. body.
4. Address mentioned in any tax departments.
5. Address mentioned in P.F. Registration documents.

B. Technical capability:

1. In support of their credentials, the Tenderer(s) should have to submit documents as stipulated in tender document along with their tenders.
2. The tenderer(s) should satisfy the following minimum eligibility criteria as under

S.N	Technical capability	Requirement
1	The Tenderer(s) should have physically completed at the time of opening of tender in the last Three financial years (i.e current year and three previous financial years).	At least one similar single work for a minimum value of 35% of advertised tender value of work. The work should be physically completed on or before the date of opening of tender.

S.N	Technical capability	Requirement
2 (a)	The Registration for ESI, EPF, GST/ GST ,Pan No. with the appropriate authorities under Employees Provident Fund and Employees State Insurance Acts etc.	Registration Certificates/Affidavit/Documents with Govt./PSU/Public Limited Company to be enclosed Performa for affidavit is given as Annexure- II in Annexure section of bid Document
2 (b)	Affidavit that the Firm has not been black listed for business by any Govt./PSU/Public Limited Company and reputed firms/ organizations or/ and that in last three years to be reckoned from date of invitation of tender there has not been any work cancelled against them for poor performance.	
2 (c)	Registered under Contract Labour (Regulation and abolition) act 1970.	

The Tenderer(s) will produce/attach the certificate of Work completion with the Tender Document as per above and such certificate should clearly supported by following details:-

- a) Name of Agency issuing a certificate.
- b) Date of issue of certificate.
- c) The name of Work.
- d) The Acceptance letter no.
- e) The date of issue of Acceptance letter.
- f) Agreement no.
- g) Date of execution of Agreement.
- h) Date of original Completion of Work as per Acceptance Letter.
- i) Date of Actual completion of Work.
- j) The Amount of Work done as per Agreement (in Rupees).
- k) The Final Amount of Work at the time of Completion of Work (in Rupees).
- l) Whether the Work is completed satisfactory or not satisfactory.

Notes:

Following will be considered as similar work:

Similar nature of work of this tender is:-"**work of providing manpower for office such as Steno, personal assistant, auto cad operator, office assistant, office attendant, housekeeping, security Guard etc..**"

C Financial capability

S.N	Financial capability	Requirement
1	The Tenderer(s) should have received a total contractual amount during the last three financial years and in the current financial year up to last date of submission of tender.	“Should be a minimum of 150 % of advertised tender value of work. Certified true copy of audited annual account are to be submitted as a proof along with bid documents. In case the annual account are not audited, the contract sum received for the required period should be duly certified by the chartered accountant. ”

- 1.3 Each tenderer has to satisfy the eligibility criteria for technical capability, competence as well as for financial capacity and organizational resources as specified in the tender documents to qualify for consideration of bid submitted by tenderer(s).
- 1.4 There should not be any unsatisfactory performance report of the Contractor from any source.
- 1.5 Tenderer(s) may please note that their offers will be evaluated as per the credentials/ documents attached by the tenderer(s) along with the tender.

GENERAL INFORMATION

Tender No.	DFCCIL/ TDL/ OUTSOURCE OFFICE ASSISTANCE- 2018
Name of Work	ENGAGEMENT OF MANPOWER SERVICE PROVIDER FOR OFFICE ASSISTANCE SERVICES, HOUSE KEEPING & SECURITY SERVICES" IN DFCCIL "S AGRA, ALIGARH, ETAWAH & KANPUROFFICES UNDER CPM/TUNDLA
Estimated Cost	Rs 2.528 Crore
Period of Contract	Total 24 (Twenty four) Months
Earnest Money Deposit	Rs. 5,05,600 (Rs.Five Lakhs, Five Thousand, Six Hundred only) Submitted in DFCCIL account. Detail of Bank account mentioned in Appendix to Tender. or <i>MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Earnest Money Deposit, for which, the tenderers will have to upload the exemption certificate on the E-Tender Portal .</i>
Cost of Document	Rs 11,800/- to be Submitted in DFCCIL account. Detail of Bank account mentioned in Appendix to Tender. Or <i>MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Cost of Documents., for which, the tenderers will have to upload the exemption certificate on the E-Tender Portal .</i>
Tender Processing Fee	Rs.8850/- inclusive of all taxes and duties (Non-refundable) through e-payment while uploading of Tender.
Date of Sale (Online)	From Date .02.08.2018.
Issue of Corrigendum, if any	On or after Date (on www.tenderwizard.com/DFCCIL , www.dfccil.gov.in)
Date & Time of submission of tender	On or before Date 05.09.2018 and time 15:00 hrs.
Date & Time of opening of tender	Date 05.09.2018 and time 15:30 hrs.
Validity of Offer	120 days
Retention Money/ Security Deposit	Earnest Money deposit of the successful tenderer shall be converted into security deposit. Balance security deposit shall be recovered @10% through running account bills till it reaches 5% of the contract value
Performance Guarantee (PG) in the form of Bank Guarantee or Fixed Deposit Receipt (FDR)	To be submitted within 30 days from the date of issue Letter of acceptance by DFCCIL; an irrevocable bank guarantee or Fixed Deposit receipt (FDR) for the amount 5% of the contract value. Detail of PG in Clause no 33.0 of General terms and condition of contract.
Defect Liability Period :-	60 days after successful completion of this contract Work

(APPENDIX TO TENDER)

APPENDIX TO TENDER

DESCRIPTION	Reference Clause
<p><u>Name of Work:-</u> ENGAGEMENT OF MANPOWER SERVICE PROVIDER FOR OFFICE ASSISTANCE SERVICES, HOUSE KEEPING & SECURITY SERVICES" IN DFCCIL "S AGRA, ALIGARH, ETAWAH & KANPUR OFFICES UNDER CPM/TUNDLA</p>	<p>2.1 of Instructions to Tenderers</p>
<p><u>Employer:-</u> CPM/TDL, DFCCIL, 3/20, KPS tower, Mayur Complex, 3rd Floor, Near Tulsi Cinema, NH-2, Nagla Padi Agra -282002.</p>	<p>2.3 of Instructions to Tenderers</p>
<p><u>Scope of Work: - As indicated at Clause 1.0 of Special conditions of Contract.</u></p>	<p>2.5 of Instructions to Tenderers</p>
<p><u>Approximate Tender Cost of the Work:-</u> Rs. 2.528 crore</p>	<p>2.6 of Instructions to Tenderers</p>
<p><u>Amount of Earnest Money Deposit, to be submitted deposit to DFCCIL account (Bank Detail mentioned below)</u> Rs 5,05,600 (Five Lakhs, Five Thousand, Six Hundred Rs. only)</p>	<p>10.1 of Instructions to Tenderers</p>
<p><u>Period of Validity of Tender:-</u> 120 days.</p>	<p>11.1 of Instructions to Tenderers</p>
<p><u>Period of Completion:-</u> 24(Twenty four) months from the date of issue of LAR</p>	<p>2.0 of Special Conditions of Contract</p>
<p><u>Performance Bank Gaurantee</u></p>	<p>33.0 of General Terms & Conditions of Contract</p>
<p><u>Retention money</u></p>	<p>30.0 of General Terms & Conditions of Contract</p>
<p><u>Defect Liability Period :-</u> 60 Days</p>	<p>30.2 of General Terms & Conditions of Contract</p>
<p><u>Bank Detail of DFCCIL:-</u> <u>Name of Bank :- Union Bank of India</u> <u>Branch :- Kamla Nagar, Agra</u></p>	<p>Name of Account :- DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD KANPUR (PAYMENT) Account Number :- 302601010780193 Type of account:- Current Account. IFSC code:- UBIN0561657</p>

(INSTRUCTIONS TO TENDERER)

Instructions to Tenderer

1.0 General (for on line tendering system)

Submission of Online Bids is mandatory for this Notice Inviting Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, DFCCIL, Delhi has decided to use the portal (<https://www.tenderwizard.com/DFCCIL>) of M/s ITI a Government of India Undertaking. Benefits to Suppliers/service providers are outlined on the Home-page of the portal.

1.1 Instructions

a. Online E-Bidding Methodology:

Online E- Bid System – Financial bids & Technical bids shall be submitted by the bidder at the same time in single Packet

b. Broad outline of activities from Bidders perspective:

- i. Procure a Digital Signing Certificate (DSC)
- ii. Register on Electronic Tendering System (ETS)
- iii. Create Users and assign roles on ETS
- iv. View Notice Inviting Tender (NIT) on ETS
- v. Download Official Copy of Tender Documents from ETS
- vi. Clarification to Tender Documents on ETS – Query to DFCCIL (Optional) - view response to queries posted by DFCCIL, through addenda.
- vii. Bid-Submission on ETS: Prepare & arrange all document/paper for submission of bid online and tender fees & EMD deposit on offline.
- viii. Attend Public Online Tender Opening Event (TOE) on ETS
- ix. Post-TOE Clarification on ETS (Optional)-Respond to DFCCIL's Post-TOE queries
- x. Attend Public Online Tender Opening Event (TOE) on ETS

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.

Note 1: It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Note 2: While uploading the documents, it should be ensured that the file name should be the name of the document itself.

c. Digital Certificates

For integrity of data and its 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-III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

d. Registration

The Tender document can be downloaded from the website : www.tenderwizard.com/DFCCIL and to be submitted in the e-format. Cost of the Tender Document (in the form of DD) and Bid Security (in the form of DD - in original) have to be submitted to Concern DFCCIL office as per address given in Bid Document before the scheduled date and time of submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Intending bidders are requested to register themselves with M/s. ITI through www.tenderwizard.com/DFCCIL for obtaining user-id, Digital Signature etc. by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

- e. DFCCIL, has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

- 1.2. After successful submission of Registration details and Vendor registration fee and processing fee (as applicable), please contact ITI Helpdesk (as given below) to get your registration accepted/activated.

2.0 **General (for tender)**

- 2.1 **Name of the Work:** As indicated in „Appendix to Tender“.

- 2.2 “A bidder in the capacity of Individual or Sole Proprietor, Partnership Firm, or Company can participate in the tender and the bidder must forward attested copies of the constitution of its firm such as partnership deed, Memorandum & Articles of Association, etc. along with original Power of Attorney of authorized signatory”.

- 2.3 The work is proposed to be executed under the following relationship.

A) **Employer:** DFCCIL address as given in „Appendix to Tender“.

B) Contractor : The successful tenderer to whom the work is awarded shall become the contractor for the execution of this work.

- 2.4 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder”/“tenderer”), “bid/tendered”, “bidding”/“tendering”, etc.) are synonymous. Day means calendar day. Singular also means plural.

- 2.5 Scope of Work as indicated in „Appendix to Tender“.

ENGAGEMENT OF MANPOWER SERVICE PROVIDER FOR OFFICE ASSISTANCE

SERVICES, HOUSE KEEPING & SECURITY SERVICES" IN DFCCIL "S AGRA, ALIGARH, ETAWAH & KANPUR OFFICES UNDER CPM/TUNDLA for period of 24 months.

The scope given above is only indicative. The detailed scope has been described in the tender documents (Special condition of contract at clause no 1.0).

- 2.6 Approximate Estimated cost of the work is as indicated in the „Appendix to Tender.“
- 2.7 Tenderers may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. In addition the EMD of such tenderer shall be forfeited. The decision of Employer in this respect shall be final and binding.
- 2.8 A bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm or Company. Violation of this condition is liable to disqualify the tenders in which such bidder has participated and EMD of all such tenderers shall stand forfeited.

3.0 Cost of Bidding

- 3.1 The bidder shall bear all costs associated with the preparation and submission of the bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.

B. The Bidding Documents

4.0 Content of bidding documents submitted through online mode only

- 4.1 The bidding documents include the following:
- Notice Inviting Tender
 - Instructions to tenderers
 - Appendix to Tender
 - Form of Bid
 - Special Conditions of Contract
 - General Terms and Conditions of Contract
 - Financial bid and Bill of Quantities
- 4.2 The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidders" risk and may result in rejection of his bid.

5.0 Understanding and Amendment of Tender Documents

- 5.1 The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- 5.2 The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for

preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.

- 5.3 At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents.
- 5.4 Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

C. **Preparation of the Bids**

6.0 Language of Bid

6.1 The bid prepared by the bidder and all documents related to the bid shall be written in English.

7.0 Signing of All Bid papers and Completing Bill of Quantities

7.1 All the pages of the tender documents and Bill of Quantities submitted by tenderer shall be signed and stamped by the tenderer or his representative holding the Power of Attorney (Enclose original Power of Attorney).

7.2 While filling up the rates in the Bill of Quantities, tenderer shall ensure that there is no discrepancy in the rates mentioned in figures. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.

The prices must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The financial bid should be saved and dully filled up and uploaded on the e-tendering web site using Digital Signature for signing the documents.

7.3 The tenderer must fill and submit the prices as per instructions given in schedule of rates. He shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected. If a tenderer does not quote a price/rate as per instructions, his tender shall be summarily rejected.

7.4 The tenderer must ensure that tender documents shall be submitted on line through class 3 Digital Signature only. To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password which has to be obtained by submitting an annual registration charges of INR 2000/- + GST @ 18% to M/s ITI through e-payment. Already registered bidder to M/S ITI need not to pay any registration charges. Bidders have to pay the Tender Processing Fee to ITI through e-payment at the time of submission of bid.

8.0 Deviations

The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. If the tenderer has any observations, the same may be indicated in his forwarding letter along with the tender. Tenderers are advised not to make any corrections, additions or

alterations in the in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, tender is liable to be rejected.

9.0 Transfer of tender documents

Transfer of tender documents purchased by one intending tenderer to another tenderer is not permissible. Tenderer can submit tender only on the documents purchased by him.

10.0 Earnest Money

- 10.1 The tenderer must furnish the Earnest Money as indicated in "Appendix to Tender" for the work as specified, failing which the tender shall be summarily rejected. **The Earnest Money shall be deposited in DFCCIL account only. Bank Detail are mentioned in Appendix to Tender.**

or

*MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Earnest Money Deposit, for which, the tenderers will have to **upload the exemption certificate on the E-Tender Portal** .*

No interest shall be allowed on Earnest Money Deposit.

10.2 Forfeiture of Earnest Money:

- 10.2.1 The Earnest Money of the tenderer shall be forfeited if he withdraws his tender during the period of tender validity specified in the "Appendix to Tender" or extended validity period as agreed to in writing by the tenderer.

- 10.2.2 The Earnest Money of the successful tenderer is liable to be forfeited if he fails to:
- sign the Contract Agreement in accordance with the terms of the tender, or
 - furnish Performance Guarantee in accordance with the terms of the tender, or
 - Commence the work within the time period stipulated in the tender.

- 10.2.3 In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

10.3 Return of Earnest Money:

- 10.3.1 The Earnest Money of the unsuccessful tenderers shall be discharged and returned as promptly as possible.

- 10.3.2 The Earnest Money Deposit of the successful tenderer shall be dealt as under:
- If the Earnest Money Deposit (EMD) the same shall be retained towards retention money and further deduction of retention money from the bills shall commence after adjusting this EMD amount.

11.0 Period of validity of the tender:

- 11.1 The tender shall remain valid for the period indicated in "Appendix to Tender" after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.

- 11.2 Notwithstanding the above clause, Employer may solicit the tenderers" consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

D. Submission of Bids

12.0 Deadline for submission of tender

- 12.1 The tender documents shall be submitted in online mode through website www.tenderwizard.com/DFCCIL in single bids only. Single offer viz. containing Technical offer and financial offer along with necessary documents like scanned copy of EMD & scanned copy of Demand Draft/Pay order drawn in favour of DFCCIL, payable at Agra towards the cost of one set of the tender documents (Non-refundable) to be uploaded. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be uploaded in “**Technical offer**”. Bill of Quantities with rates duly filled in are to be uploaded in “**Financial offer**”. **Bids are required to be submitted only by online mode. The prices must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The financial bid should be saved and dully filled up and uploaded on the e-tendering web site using Digital Signature class 3 for signing the documents.**
- 12.2 A tender received without on line to Employer is liable to be rejected.
- 12.3 Bidder cannot see uploaded/ quoted rate once saved. Bidder can anytime change quoted rated before date & time of closing of tender.
- 12.4 Original EMD & tender document fees received after opening of the tender shall be rejected.

13.0 Withdrawal of tender

- No tender can be withdrawn after submission and during tender validity period.
- 14.0 Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.

15.0 Submission of tender/bid:-

- 15.1 The tenders shall be submitted on or before the due date and time with all the relevant documents as mentioned in **Para 4.1** of Notice Inviting E-tender and the following:
- Forwarding letter of the tenderer.
 - Documents to be submitted as per checklist of documents
 - Scanned copy of Earnest Money Deposit & tender document fees.
 - The Bill of Quantities with prices quoted as mentioned.
- 15.2 Earnest Money and tender document fees shall be deposited in DFCCIL account & proof of transition along with transaction ID to be scanned & uploaded along with Tender document.

Bid opening and Evaluation

16.0 Opening of the tender

- 16.1 Tenders will be opened on line at the address mentioned in “Notice Inviting Tender” in presence of tenderers or authorized representatives of tenderers who wish to attend the opening of tenders. Bid of the bidders shall be opened on a subsequent

- date through process of e-tendering only, which will be notified to such bidders on line. The sequence of opening shall be :
- i) Earnest Money Deposit(EMD)
 - ii) Technical offer.
 - iii) Financial offer.
- 16.2 Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.
- 16.3 Tenderer's name, presence or absence of requisite Earnest Money, total cost of work quoted or any other details as Employer may consider appropriate will be announced and recorded at the time of bid opening.
- 17.0 Clarification of the tenders**
- 17.1 To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.
- 18.0 Preliminary examination of bids**
- 18.1 The Employer shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
- 18.2 Arithmetical errors shall be rectified on the following basis if found. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the rate in words shall prevail.
- 18.3 Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:
- i) That affects in any substantial way the scope, quality or performance of the contract.
 - ii) That limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the successful Bidder's obligations under the contracts; or
 - iii) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- 18.4 If a bid is not substantially responsive, it shall be rejected by the Employer.
- 18.5 In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender

shall be final and binding.

19.0 Evaluation and comparison of tenders

19.1 In case of open tenders, bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in **Eligibility Criteria” and as given in Annexure-I of Notice Inviting E-Tender.** The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.

19.2 The Employer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. The tenderer must note that during negotiations of rates of items of BOQ can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

20.0 Canvassing

No tenderer is permitted to canvass to Employer on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.

21.0. Right to accept any tender or reject all tenders

Employer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

22.0. If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the Employer shall deem such tender as invalid.

23.0. Award of Contract

23.1. Employer shall notify the successful tenderer in writing by a Registered Letter/Courier/Speed Post or per bearer that his tender has been accepted.

23.2 Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Employer and the contractor till such time the contract agreement is signed.

24.0 Help desk for E-Tendering

24.1 For any difficulty in downloading & submission of tender document at website www.tenderwizard.com/DFCCIL, please contact at tenderwizard.com helpdesk no. 011-49424365 or cell no. 9599653865.

24.2 Bidder manual & system requirement is available on web site www.tenderwizard.com/DFCCIL for necessary help.

DETAILS OF SIMILAR WORKS COMPLETED IN LAST THREE YEARS											
S. No.	Description of the Work	Name and address of the Employer	Contract No. and date	Date of award of work	Stipulated date of completion	Date of actual completion	Value of completed work (In Lacs of Rs)	Reasons for delays, if any	Penalty ,if any, imposed for delay	Any other relevant information	Remarks
1											
2											
3											
4											

Note :

1. Please attach copies of the certificates issued by the Client.
2. Only those works shall be considered for evaluation for which copies of the certificates issued by the client are attached.

FORMAT- II

ANNUAL TURNOVERS FOR THE LAST 3 YEARS				
S. No.	YEAR	Turnover from similar nature of works (In lacs of Rs)	Turnover from all sources (In lacs of Rs)	Remarks
1	2018-19			
2	2017-18			
3	2016-17			
4				
5				

Note :

“Certified true copy of audited annual account are to be submitted as a proof along with bid documents. In case the annual account are not audited, the contract sum received for the required period should be duly certified by the chartered accountant”.

FORMAT-III

DETAILS OF ON GOING WORKS

S. No.	Description of the Work	Name and address of the Employer	Contract No. and date	Date of award of work	Stipulated date of completion	Value of work as per order (In lacs of Rs)	Value of work completed so far (In lacs of Rs)	Anticipated date of completion of work	Any other relevant information	Remarks
1										
2										
3										
4										
5										
6										
7										
8										
9										

Note :

1. In case of joint venture, the information is to be furnished by both the partners-***Not applicable for this tender.***

(SPECIAL CONDITIONS OF CONTRACT)

SPECIAL CONDITIONS OF CONTRACT

1.0 SCOPE OF WORK:-

The scope of works includes “ENGAGEMENT OF MANPOWER SERVICE PROVIDER FOR OFFICE ASSISTANCE SERVICES, HOUSE KEEPING & SECURITY SERVICES” IN DFCCIL’S AGRA, ALIGARH, ETAWAH & KANPUR OFFICES UNDER CPM/TUNDLA”.

1.1 The detailed scope of work is as under:-

1.1.1 The Manpower Service provider shall, if and when so requested by DFCCIL, will provide the outsourced manpower at the premises, or any other office of DFCCIL, as may be required by DFCCIL, at the agreed rates. The essential qualification/skills/experience and the tentative number of outsourced personnel and scope of services is given at **Annexure III, IV, V** respectively of the Bid document.

1.1.2 It shall be the responsibility of the Manpower service Provider to verify the qualification and experience of the outsourced manpower. Candidates will be examined for performing the defined functions by DFCCIL and DFCCIL reserves the rights to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice that he/she has misrepresented the fact about his/her qualification/experience, the Manpower Service Provider will have to terminate the service of such staff immediately and shall provide suitable replacement within 05 days time.

1.1.3 **Confidentiality Clauses:** - The manpower service provider and his personnel shall not, either during the term or after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this contract, or the DFCCIL’s business or operations without the prior written consent of the DFCCIL.

1.1.4 If the performance of the outsourced personnel is unsatisfactory, DFCCIL shall give a notice of 15 days to the Manpower Service Provider to take necessary action to improve the performance of outsourced personnel and the performance does not improve even after 15 days of such communication, the Manpower Service Provider shall provide a additional list of eligible/ Suitable candidates for replacement to DFCCIL within 05 days time failing which the remuneration for delayed period in respect of such person will be deducted from amount due to firm/ agency.

1.1.5 The Manpower Service Provider shall make actual disbursement of salary to the outsourced person in various categories as agreed with DFCCIL and in no circumstances the actual disbursement shall be less than the agreed amount without prior written approval of DFCCIL. The copy of the payment scroll/ bank statement shall be submitted to DFCCIL with next bill as proof of such compliance.

- 1.1.6 The age of outsource manpower deployed by the agency shall not exceed 65 year at any time throughout the contractual period.
- 1.1.7 Police verification for background check of outsource staff is required to be done by the agency and same should be submitted to DFCCIL.
- 2.0 **TIME SCHEDULE:-**
- 2.1.1 The period of engaging of outsource staff will be for the period of 24 (twenty four) months
- 2.1.2 The Contractor shall be expected to mobilize and engage outsourcing staff immediately after receipt of “**Letter of Acceptance**”.
- 3.0 **MODUS OPERANDI FOR ENGAGEMENT: -**
- 3.1 The Manpower Service Provider shall provide the list of shortlisted eligible/ suitable candidates to DFCCIL confirming to the prescribed standards as mention in table below with copy of necessary documents. A two member committee, to be constituted by CPM/ TDL, will finalise the candidates from the list for issuance of engagement letters to the selected candidates by the agency.
- 3.2 Working experience must be of working in GOVT/ PSU/ Public limited company or firm reputed directly or on contractual basis.
- 3.3 The Manpower Service Provider shall submit a copy of the appointment letters issued by it to the outsourced person(s) placed at the office of the DFCCIL for discharging defined activities/ functions.
- 3.4 In no way what so ever the relationship of employer and employee shall be established and entertained between the DFCCIL and the outsourced personnel engaged by the Manpower Service Provider. The Manpower Service Provider shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.
- 3.5 The Manpower Service Provider alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. The DFCCIL shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Manpower Service Provider for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Manpower Service Provider and Manpower Service Provider shall keep DFCCIL totally and completely indemnified against any such claim(s).

- 3.6 The Manpower Service Provider shall maintain all registers required under various Acts, which may be inspected by the DFCCIL as well as the appropriate authorities at any time.
- 3.7 ***The attendance rolls for the personnel deployed by the Manpower Service Provider at the premises of DFCCIL shall be provided by the Manpower Service Provider and it shall be monitored by the Manpower Service Provider. These attendance rolls shall be signed by the authorized representative of Manpower Service Provider who shall get it verified by the designated officer of DFCCIL.***
- 3.8 Notwithstanding anything herein contained, the Manpower Service Provider will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Manpower Service Provider or of any persons deployed by it pursuant to the Contract.
- 3.9 The Manpower Service Provider must also be able to arrange for the replacement of the existing outsourced person, as per the instructions of DFCCIL.
- 3.10 The engagement of outsourced person shall be purely on temporary basis. The Manpower Service Provider shall at all times make it absolutely clear to the outsourced personnel hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. Any outsourced personnel deputed in DFCCIL can be removed any time by giving notice to the Manpower Service Provider and the staff in the circumstances provided herein above. The Manpower Service Provider will have to provide suitable replacement acceptable to DFCCIL within 05 days time.
- 4.0 **PAYMENT TERMS:-**
- 4.1 The lump sum amount payable by DFCCIL to the Manpower Service Provider shall include the remuneration payable to the outsourced person (Annexure- XI) besides the commission payable to the Manpower Service Provider and applicable GST and different allowances as per clause 5.9 & 12.
- 4.2 The Manpower Service Provider shall provide documentary evidence to the satisfaction of DFCCIL for submission of statutory payments towards PF, ESI etc. In the account of outsourced employees with the appropriate authorities.
- 4.3 The consideration aforesaid will be paid by DFCCIL to the Manpower Service Provider, against monthly invoices raised at the end of each month, by the Manpower Service Provider in duplicate within 15 days.
- 4.4 The Manpower Service Provider shall make actual disbursement of salary to the outsourced person in various categories as agreed with DFCCIL

and in no circumstances the actual disbursement shall be less than the agreed amount without prior written approval of DFCCIL.

- 4.5 The Manpower Service Provider will ensure that before raising the bill on DFCCIL for the service rendered by outsourced persons, the fee payable to outsourced person is paid on or before the 5th day of the following month and a proof of payment shall be annexed to the monthly bill.
- 4.6 In case the Manpower Service Provider fails to pay the outsourced person within the above time frame the rate of penalty shall be imposed on payment of Agency's monthly commissions are as under :-
- i) For payment to the outsourced person within 10th of the following month – Nil
 - ii) For payment to the outsourced person after 10th and up to 20th of the following month – 25% of the delayed payment or Rs. 2500/- whichever is higher.
 - iii) For payment to the outsourced person after 20th and up to 30th of the following month – 50% of the delayed payment or Rs.5000/- whichever is higher.
- 5.0 **RATES:-**
- 5.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
- 5.2 All statutory taxes (**Except GST**) and liabilities levied/liveable by the Central & State Government or any other governing authority/agency from time to time shall be borne by the contractor and the rate shall be inclusive of all such liabilities.
- 5.3 “ GST,as applicable shall be paid extra. The service provider shall be paid applicable GST on submission of GST tax Invoice in the first month. Second month & onwards the GST would be paid by DFCC on submission of GST tax Invoice for respective month and also on production of proof of depositing the GST of previous month with the concerned Govt. Authority.
Any modification in GST tax provisions in future by Govt. will be binding on the contractor and DFCCIL with immediate effect”.
- 5.4 1.75% of the gross of all applicable staff shall be deducted towards ESI. 4.75% of the gross of all applicable staff shall be paid by DFCC towards ESI. The service provider shall be paid with 4.75% of DFCC's component and 1.75% of total pay of staff component of all applicable staff in the first month. Second month onwards the same will be paid by DFCC on production of payment of 100% of previous month's amount to the concerned authority.
- 5.5 The quoted rates are inclusive of statutory contribution towards the EPF as applicable. (Employer and Employee's contribution) as per EPF

norms. 12 % of the basic of all applicable staff shall be deducted towards EPF. 13% of the basic of all applicable staff shall be paid by DFCC towards EPF. The service provider shall be paid with 13% of DFCC's component and 12% basic of staff component of all applicable staff in the first month. Second month onwards the same will be paid by DFCC on production of payment of 100% of previous month's amount to the concerned authority.

- 5.6 Manpower Service Provider shall ensure complete compliance (in respect of the personnel provided to DFCCIL) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Workmen Compensation Act 1923, Contract Labour Act 1970, Employees Provident Fund, ESI Act and Miscellaneous Provisions Act 1952 under labour laws, etc, and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. In the event of non-compliance of the same, the Manpower service provider would undertake to indemnify DFCCIL on any cost or liability it may incur on account of such non-compliance.
- 5.7 In case of any statutory increases in the wages of labour in accordance with the Minimum wages notification issued by the appropriate authority under the Minimum Wages Act from time to time after submission of the tender, payment of minimum wages to the personnel deployed should be revised accordingly and claimed from DFCCIL with the monthly bill. As on date the prevailing notification of Government of India, Ministry of Labour & Employment, Office of the Chief labour Commissioner (C) New Delhi for minimum wages (for various category of workers) is effective from April 2018 and this will be treated as the reference rate for calculating the proportionate increase over the tendered rates.
- 5.8 The Manpower Service Provider on award of work shall submit the breakup of monthly CTC in various components indicating statutory provisions. The Manpower Service Provider shall submit proof of payments to employee and statutory authorities of EPF & ESI on a monthly basis and other statutory provisions on timely basis. In case of default in payment of statutory dues by the Manpower Service Provider, DFCCIL shall deposit the amount of statutory dues and shall be entitled to deduct the same from any amount outstanding or payable to Manpower. Service Provider and on account bill/ final bill will not be processed. Any savings in Emolument made by the Manpower Service Provider, for any reason whatsoever shall accrue to DFCCIL.

5.9 **TA/DA/TRAVEL FACILITIES:-**

(A) For **retired revenue officers** entitle for TA/DA/Travel facilities as admissible to Senior Executive of DFCCIL on tour and mobile charges will be reimbursed upto maximum limit of Rs. 500/- per month on production of receipt.

(B) **For office Assistant/Computer operator, PA, CAD operator (on out of HQ)**

S.N	Rates	For Metro cities		For other than Metro cities	
		For stay less than „8“ Hrs.	For stay more than „8“ Hrs.	For stay less than „8“ Hrs.	For stay more than „8“ Hrs.
1	Daily Allowance	100.00	200.00	75.00	150.00
2	Night Stay Charges	350.00		300.00	
3	Night Travel Charges	150.00 For journeys performed more than 4 Hrs. between 10.PM to 06 AM			

(C) **For office Attendants (on out of HQ)**

S.N	Rates	For Metro cities		For other than Metro cities	
		For stay less than „8“ Hrs.	For stay more than „8“ Hrs.	For stay less than „8“ Hrs.	For stay more than „8“ Hrs.
2	Night Stay Charges	250.00		200.00	
3	Night Travel Charges	100.00 For journeys performed more than 4 Hrs. between 10.PM to 06 AM			
1	Daily Allowance	75.00	150.00	50.00	100.00

Notes :-

- i. For outstation duty the actual fare of bus/train (SL class) will be reimbursed.
- ii. For local movement conveyance charges will be paid @ Rs. 4.00 per KM. Subject to minimum of 2.5 KM.(Rs.10/-)This shall be based on self declaration of the staff.
- iii. Night stay charges shall be reimbursed on production of receipt of Guest House/Hotel etc.In case of own arrangement of stay only 25% of the entitlement will be paid.

6.0 The Manpower Service Provider will, for the purpose, aforesaid continuously monitor the Services being rendered by it to ensure that these are up to the standards required by DFCCIL.

- 7.0 The Manpower Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by DFCCIL and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Manpower Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended up to date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.
- 8.0 The Manpower Service Provider shall provides adequate cover to the outsourced persons for death, disability, sickness etc. DFCCIL shall not be liable to pay or bear any premium / compensation at any stage in respect of Insurance made by Manpower Service Provider to cover the risk (death, disability, sickness) etc. Manpower Service Provider shall submit the copies of such policies and their renewal receipts as well as documentary evidence of payment of premiums to DFCCIL and shall at all times keep the requisite policies running.
- 9.0 The outsourced person shall at all time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interests, credits and prestige of DFCCIL.
- 10.0 The Manpower Service Provider shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DFCCIL on account of and/or arising out of the failure of the Manpower Service Provider to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.
- 11.0 In case the outsourced personnel deployed by the Manpower Service Provider is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced.
- 12.0 The outsourced persons should be in proper uniform with name badges. The Manpower service provider will provide at least two sets of uniform to each staff which shall be reimbursed by DFCCIL as per rate specified i.e. @Rs 1500/- per employee per year.
- 13.0 In case the outsourced personnel deployed by the Manpower Service Provider is found to be involved in any illegal activities, he will be immediately replaced.
- 14.0 Manpower service provider shall provide identity cards bearing the photographs to the all outsourced persons deployed in DFCCIL at it"s own cost.

15.0 WORKING HOURS OF HIRED STAFF:-

The working hours for the outsourced personnel shall be for 8 working hours a day for 6 days a week. For the security Guard service hour is based on 12 hours duty roster and for remaining 8 working hours duty roster. However, these timings may be changed without any overall impact on the period of duty as per requirement of operation. The personnel would get a day off every week along with National holidays. Proportionate additional payment will be made for attending office on Sundays, if required by DFCC.

16.0 PERMISSIBLE LEAVE TO HIRED STAFF:-

Casual/Sickness leave: One day's paid casual leave for every month during the calendar year. Un availed C.L. will lapse on 31st. of December every year. Leave cannot be en-cashed. Sanctioning of leave will be decided by CPM.

17.0 PENALTY –

Penalty for an amount of Rs. 500/- to Rs.2000/- depending on the nature of unsatisfactory service, will be deducted from the due amount in the following conditions:

- Absence of staff;
- Any undisciplined behavior by the staff;
- Discourteous behavior towards any officer or staff of DFCCIL;
- Not wearing proper uniforms;
- Not carrying out the duties listed in the scope of work in a satisfactory manner;
- Damage or stealing of any asset or property of DFCCIL or officers and staff of DFCCIL;

Penalty for some of the breaches in services will be as follows:-

S.No.	Type of breaches	Amount of Penalty
1	Staff not in proper uniform	Rs.50/- per staff per day
2	Staff turn up late	Rs.50/- per staff per Hour
3	Failure to provide replacement in time	Rs.100/- per staff per day

18.0 QUANTITY VARIATION: -

Rates quoted in the schedule of items shall be valid for a variation of the quantity up to maximum of (±) 25% for each item. In case of variation in quantities beyond ±25%, the rates for the additional quantities beyond ±25% variation shall be negotiated/decided on mutually acceptable terms,

provided the rate so arrived does not exceed the originally accepted rate as per agreement.

19.0 **TERMINATION OF CONTRACT:-**

In case the services of the Manpower Service Provider are not found satisfactory, or there is a breach of any of the terms & conditions of the contract and/or fails/neglects to carry out any instruction issued to it by DFCCIL from time to time the same can be terminated by DFCCIL on giving of a notice of one month. In case of unsatisfactory performance of the contract, a warning letter will be issued to the Manpower Service Provider. In case corrective action is not taken, DFCCIL shall have the right to terminate the agreement without any further notice. Unsatisfactory service in this case would be frequent absence or poor attendance of Outsourcing of Manpower providing services staff, inability to provide replacement, lackadaisical work in maintaining cleanliness, indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.) or any other non-compliance of the provisions of the Agreement.

The Manpower Service Provider shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Manpower Service Provider, such action should be taken only with approval of DFCCIL.

20.0 **Implementation of Integrity Pact in DFCCIL :-**

As per office memorandum no F.No DPE/13(12)/11-Fin Dated 09.09.2011 issued by Ministry of Heavy Industries (DPE) all PSU should enter into Integrity pact in the required Performa in their procurement transaction/ Contracts with suitable changes specific to the situation in which the pact is to be used. The pact, entering into which would be a preliminary qualification for any bidder, essentially envisages an agreement between the prospective vendors / bidders and the DFCCIL, committing the persons/ officials on both sides not to resort to any corrupt practices in any aspect / stage of the contract.

The pact has to be implemented through a panel of independent external monitor who will review independently and objectively the compliance of the obligations by both the parties. As these IEM"s are to be appointed by the CVC in consultation with the CVO and are being processed separately.

A copy of pre contract integrity pact is enclosed at annexure XII for signature of bidder as acceptance, as and when Independent External monitor is appointed.

21.0 **ORDER OF PRIORITY OF CONTRACT DOCUMENTS:-**

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- i) The Contract Agreement.
- ii) Letter of Acceptance.
- iii) Form of bid
- iv) General Information
- v) Notice Inviting Tender (with Annexes)
- vi) Instructions to Tenderers
- vii) Special Conditions of Contract
- viii) Annexures
- ix) Bill of Quantities (BOQ)
- x) General Terms and Conditions of Contract

21.0 JURISDICTION OF COURTS:-

In case of any disputes/differences between contractor & DFCCIL the jurisdiction shall be of Agra Courts only.

- 22.0** In case of any deviation in downloaded copy of the tender documents, the Master Copy kept in the office of Chief Project Manager/TDL/ DFCCIL, will prevail and the interpretation of CPM/ TDL will prevail.

(ANNEXURES)

Annexure-I

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

M/s..... has provided Outsourcing of Manpower proving services to this department and has completed the work/service successfully. The details are as under:

1. Name of work/ service:
2. Agreement/contract number:
3. Nature of service provided:
4. Date of start of service/work:
5. Date of completion of work/service:
6. Total value of work/service during the contract period (if completed):
7. In case of on-going work/service, please indicate the annual payment for F.Y. 2015 -16,
F.Y.2016-17,
F.Y.2017-18.
F.Y.2018-19

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

Annexure-II

Performa for Affidavit.{on the letterhead of the bidder}

I _____ Proprietor/Director/Partner of the firm M/s._____ do hereby solemnly affirm that the firm M/s._____ has never been black listed/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of Tender.

**Signature of
Proprietor/Director/Partner**

Annexure-III

SCOPE OF SERVICES:

Detailed Scope of Work:-

The scope of work under this tender includes – Manpower service Provider has to provide services of outsourced persons in various categories (As mentioned in schedule of offer)

The Details of scope of work is as follows:-

Duties of outsource staff:-

A. Office Assistant/Data Operator/Computer Operator

- i. All sorts of dictation/typing work usually carried out by using the Computer with knowledge of MS Office/Excel or any other suitable software in English/Hindi, maintenance of files of documents and other relevant works as and when required by the different sections of DFCCIL.
- ii. Movement and maintenance of files, papers, drawings, within the office, outside DFCCIL Office including Railway and other offices at Agra, Aligarh, Etawah and Kanpur.
- iii. Purchase of petty items from the market and keeping accountal of the same.
- iv. Operation of various office equipments like photocopier, fax, telephone, printer, EPABX etc.
- v. Dispatch and receipt of files, letters etc. to and from various Railway offices including various state/central govt. offices/PSU.
- vi. Any other work assigned by DFCCIL in connection with smooth functioning of the office.

B. Office Attendant/Peon/Fieldsman:-

- i. Cleaning of rooms, dusting of furniture and equipments in the entire office building.
- ii. Preparation and serving of tea, coffee, snacks etc in office, (raw material shall be provided by DFCCIL), cleaning of utensils used in the pantry etc.
- iii. Arranging and serving the business lunch/dinner/high tea etc. in the office premises during official meetings. Cost of the lunch/dinner/tea/snacks shall be borne by DFCCIL.
- iv. Horticulture activities such as maintenance of Gamla.
- v. Outstation movement for carrying important letters, files, drawings etc with or without accompanying DFCCIL officials.
- vi. Delivering the dak/letters/papers and documents to various Government/non governmental offices. For local movement, contractor shall provide at least one bi-cycle at his cost.
- vii. Accompanying and assisting DFCCIL officials in field inspections in conducting surveys, taking & recording measurements, carrying necessary plans, records, files & equipments etc.
- viii. Any other work assigned by DFCCIL in connection with smooth functioning of the office.

(C) Security

- i. To provide round the clock safety, security, watch & ward services for the offices of Dedicated Freight Corridor Corporation of India Limited at CPM/ TDL unit.
- ii. To maintain the record of the visitor in the DFCCIL Office.

(D) Retired Mamlatdar/Dy.Mamlatdar/Tehsilder/Naib Tahsilder/Amin

- i. Measurement, demarcation, physical verification of the land to be acquired for DFCCIL.
- ii. To carry out joint measurement survey with land officials of competent authority and collection of
 - a) Owners as per record
 - b) Owner as per possession
 - c) Means of possession
 - d) Encroachments etc
- iii. Field work related to land acquisition.
- iv. Collection of data essential for land acquisition.

(E) Housekeeping staff

Cleaning/sanitation work for DFCCIL's Aligarh, Agra, Etawah and Kanpur office. Staffs shall be responsible for cleaning/ sanitation of all the floors of the building, circulation area, common area of the building. The following cleaning services will be done daily from Monday to Saturday at regular intervals so that the areas covered under the contract remain spick and span all the time. For Cleaning materials/items and machines/ equipment sect as required for the work will be supplied by DFCCIL. Sanitary worker will follow the following maintenance schedule:-

I Maintenance schedule from Monday to Saturday:-

- i. Cleaning, sweeping, mopping and wiping of floors, railings, staircase, corridors, pantry, Toilets, Meeting room, chambers, rooms, workstation etc. On morning at 7:30 a.m. so as to complete before 9:15 a.m. The wet mopping of floors, corridors should be carried out at least thrice a day with phenyl/disinfectant.
- ii. Spraying of Air freshener in the Meeting Room, Chambers of CPM & other Senior officers before office timings;
- iii. Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Re-stock toiletries, which include liquid hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls in toilets, etc. After daily check-ups in the morning, afternoons and on call basis during daytime. Soap containers, mugs, bucket and all other items available in

the toilets in the toilets should be kept absolutely clean throughout the day.

- iv. Removal of dust, cobwebs, waste/ scrap from all dustbins, cleaning of ashtrays, spittoons etc and disposal of the same in designated spots provided by municipal authorities;
- v. Disposal of accumulated garbage, waste at least twice in a day and/or at any time when garbage is accumulated in a larger quantity than the capacity of dustbin/garbage drum. The garbage should never be kept overnight in the premises of DFCCIL office.
- vi. Disposal of garbage, malba, minor building rubbish, earth etc. To be disposed beyond the premises to up to nearest municipal garbage bin.

II Maintenance schedule on Holiday

- i. Acid cleaning of sanitary ware without damaging their shine, scrubbing and cleaning of floors and walls in toilets/rooms, corridors with sop, detergents, or any other chemical using automatic mopper / scrubbing machine to use at least once a week;
- ii. Washing & scrubbing of staircase;
- iii. Dusting of false ceiling etc. With soft broom and cloth;
- iv. Cleaning of sofa seat, carpet with vacuum cleaner;
- v. Cleaning of brass letter name plates by brasso (polish)
- vi. Curtains / blinds cleaning with vacuum cleaner;
- vii. Tiles cleaning with thinner;
- viii. Cleaning of Terrace, parking area, garden, chajjas, Lifts/Air Conditioners/ Plant rooms, cleaning of cobwebs;
- ix. Shifting of furniture items, cabinets etc from one floor to another as per the requirement of office in charge.
- x. Cleaning and dusting of electrical switchboards, light fixtures, fans, air conditioner vents, overhead light fixtures, projectors, fire-fighting equipments, nameplates, plant boxes, doormats etc.

Signature of tendrere

Annexure-IV

Eligibility Condition/Qualification for various categories of Outsourced staff

S.No	Category of personnel	Qualification & Experience
1	PA to CPM	Graduation OR three year Diploma in Office Management from recognised institute and very good working knowledge of :- (a) Dictation (10 minutes@ 80 words per minute) (b) Transcription (50 minutes- English- on Computer) (c) Ms-office (Word, Excel and Power point) Minimum Three years relevant experience
2	Auto Operator Cad	(a) Graduation in any discipline from recognised institute (b) Certificate in Auto CAD operation. (c) Minimum three years relevant experience.
3	Office Assistance Cum Computer Operator	Graduation in any discipline OR three year Diploma in Office Management from recognised institute and very good working knowledge of Ms-office (Word, Excel and Power point) Minimum three years relevant experience Or retired Govt personnel from equivalent post.
4	Office attendants	8th Standard pass with sound health. Experience of working in office environment/ Field environment will be preferred or retired Govt personnel from equivalent post.
5	Fields man	8th Standard pass with sound health. Experience of working in office environment/ Field environment will be preferred or retired Govt personnel from equivalent post. Should have sound health.
6	Revenue Officer	Retired Tahsildar who has sound knowledge of land acquisition and related works etc.
6	Housekeeping staff	Have sound health
7	Security Guards	At least 8 th Pass having sound knowledge of security

Note:

- A) Besides the categories mentioned above, DFCCIL may asked the Manpower service provider to provide other categories of staff also on hiring basis. The essential qualifications/pay structure for such categories shall be decided by mutual agreement and the services will be provided at the agreed commission.

- B) In case of guidelines issued by corporate office regarding outsourcing staff salary, numbers etc, same will be applicable on top most priority.
- C) The outsource manpower deployed by the agency shall not exceed 65 years throughout the contractual period.
- D) Police verification for background check of outsource staff is required to be done by the agency and same should be submitted to DFCCIL, before engagement

ANNEXURE – V

CERTIFICATION OF FAMILIARISATION

- A. I/We hereby solemnly declare that I/We have visited the site of work and have familiarized myself/ourselves of the working conditions there in all respects and in particular, the following:
- Topography of the Area.
 - Sitting arrangement for outsource staff at CPM/ TDL offices/ Sub Offices.
 - Climatic condition and law & order situation in project area.
- B. I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising Instructions to the Tenderers, General Conditions of the Contract, Special Conditions, special terms and conditions apart from information conveyed to me/us through various other provisions in this tender document.
- C. The tentative outsource staff (**Total number/ number or location of Outsourcing staff may change as per direction of Chief Project Manager/ Tundla**) at following offices :-
- Office of CPM/ TDL office at Agra** (3/20,KPS Tower, Mayur Complex,, 3rd Floor, Near Tulsi cinema, NH-02, Nagla Padi, Agra-282002, U.P)
 - For office of DY CPM/ CNB at Kanpur (117/H2/180 Block , pandu Nagar, Kanpur-208025.
 - For Sub Office of DY CPM/ CNB at Etawah (Railway Colony, Near Railway Hospital, Friends Colony Etawah -206001.
 - For office of Dy CPM/ ALJN at Aligarh (3/7(3/175) Vidya nagar Colony, ramghat Road, Aligarh-202001

Tentative outsource staff are as follows:-

Outsource Staff	Aligarh	Agra	Etawah	Kanpur	Total
Steno/ PA	Nil	02	Nil	Nil	02
Auto CAD operator	Nil	01	Nil	Nil	01
Office Assistant/ Computer Operator	03	08	0	05	16
Fields Man	0	05	0	01	06
Office Attendant	02	05	01	03	11
Revenue officer	01	01	01	01	04
Security Guard	03	03	03	03	12
House keeping	01	01	01	01	04

ANNEXURE – VI

SUPPLEMENTARY AGREEMENT

Articles of Agreement made on this in the year and between DFCCIL acting through the Chief Project Manager hereinafter called as one party and of the second part.

Where the party hereto of the second part executed an agreement with the party hereto of the first part being agreement No. dated for the performance of herein called the principal agreement.

And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on “date last extended” and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part and whereas the party hereto of the first part already made payments to the party hereto of the second part diverse sums from time to time aggregating to **Rs.** including the final bill bearing voucher No. dated (the receipt of which is hereby acknowledged by the party hereto of the second part) in full and final settlement of all his claim under the principal agreement.

Now it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement including / excluding security deposit, the party hereto of the second part have no further dues / claims against the party hereto of the first part under the said principal agreement.

It is further agreed by and between the parties that they party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said principal agreement.

It is further agreed and understood by and between the party that in consideration of the payment already made under the agreement the said principle agreement shall finally discharged and rescinded all the terms and conditions including the arbitration clause.

It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and / or shall seems to be non existent for all purposes.

Signature of the Tenderer/s

For & on behalf of

Witness of the signatures

Witness

.....

1.

2.

ANNEXURE-VII

UNDERTAKING BY TENDERER

1. Being duly authorized to represent and act on behalf of and having fully understood all the tender conditions and requirements for fulfilling eligibility criteria including residual / available bid capacity, the undersigned hereby declare that:
- i) The information / statements given in support of technical and financial capability as per para 1.0 A, 1.0B and 1.0 C of Annexure-I of NIT of tender document are true and correct in every detail.
 - ii) This tender offer is made in the full understanding that:
 - a) All information / documents submitted along with tender offers by tenderer/s will be subject to verification by DFCCIL or its any authorized representative who may conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with the tender offer and to seek clarification from our bankers, clients regarding any financial & technical aspects;
 - (b) In the event that the information/document submitted is found to be false or misleading, the tender shall be disqualified and the earnest money deposited shall be forfeited.
2. The client reserves the right to:
- (i) Reject or accept any application, cancel the tender and reject all applications.

Signed

Name

For & on behalf of
Name of Firm/Company/JV

ANNEXURE-VIII

(Guarantee –Bond offered by bank to DFCC in connection with the execution of Contracts) (SD)
GUARANTEE BOND FORMAT
(To be used by approved Schedule Banks)

1. In consideration of the Employer DFCCIL (herewith called “ The Employer”) having agreed to exempt _____(hereinafter called “ The said Contractos(s)”) from the demand, under the terms and conditions of an Agreement No..... dated_____made between _____and _____for _____(hereinafter called the “ The Said Agreement “) of **security deposit** for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____(Rupees _____only), we, _____(indicate the name of the bank) (hereinafter referred to as “ The Bank”) at the request of contractor(s) do hereby undertake to pay to the Employer an amount not exceeding Rs. _____against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.
2. We _____(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur merely on a demand from the DFCCIL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DFCCIL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the Employer any money so demanded not withstanding any dispute or disputes raised by the Contractor(s)/ Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present is being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharges of our liability for payment hereunder the Contractor(S)/Supplier(s) shall have no claim against us for making such payment.
4. We _____(indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied

or discharged or till _____ the Employer/DFCCIL certify that terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____, we shall be discharged from all liability under this Guarantee thereafter.

5. At any time during the period in which this guarantee is valid the Employer may request for its extension and the Bank will extend this guarantee under the same condition for the required time at the cost of the Contractor.
6. We _____ (indicate the name of Bank) further agree with the DFCC that the DFCC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Contractor(s) from time to time any of the powers exercisable by the DFCCIL against the said Contractor(s) and to forbear or enforce any of terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the DFCCIL or any indulgence by the DFCCIL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/Supplier(s).
8. We _____, (indicate the name of Bank) lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the DFCCIL in writing.

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of..... being herewith duly authorized.

Bank Seal Signature of Bank Authorize Official with Seal

Name: _____

Designation: _____

Address:

Witness:

1. Name:.....
Designation:.....
Address:

2. Name:.....
Designation:.....
Address:.....

ANNEXURE-IX

Format of Bank Guarantee for Performance Security

Bank Guarantee No. : Dated :

To,
Dedicated Freight Corridor Corporation of India Limited
Metro Station Building Complex 5th Floor,
Pragati Maidan, New Delhi

Reference: - Contract No. -----, Awarded on -----

This deed of guarantee made this day of _____ Between _____ (Name of Bank) having registered office at _____ (hereinafter referred to as "Bank") of the one part, and Dedicated Freight Corridor Corporation of India Limited (hereinafter called the "Client") of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. _____ for _____ (hereinafter called "the Contract") to _____ (Name of the Firm/ Consultant) having its registered office at _____ (hereinafter called the Firm/ Consultant).

AND WHEREAS the Firm/ Consultant is bound by the said Contract to submit to the Client an irrevocable performance security guarantee bond for a total amount of Rs. _____ (Rupees Amount in words).

Now, we the undersigned (name of the Bank official), of the Bank being fully authorized to sign and to incur obligations for and on behalf of the Bank hereby declare that the said Bank will guarantee the Employer the full amount of Rs. ----- (Rs. In words) as stated above.

After the Contractor has signed the aforesaid contract with the Employer, the Bank further agrees and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the Employer by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. ----- (in words) only.

We ----- (indicate the name of Bank), further undertake to pay to the Employer any money so demanded not withstanding any dispute or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

The Payment so made by us (name of Bank) under this bond shall be a valid discharges of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

We------(indicate the name of bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till at all the dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by -----

(Designation & address of contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Not with standing anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Employer or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing , thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

Provided always that we(name of bank) un conditionally undertakes to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we ----- (name of bank) shall pay the Employer the full amount of the guarantee on demand without demur.

We------(indicate the name of Bank), to further agree with the Employer that the Employer shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to power exercisable by the Employer against the said contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said contractor for any forbearance act or omission on the part of the Employer or any indulgence by the Employer to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

The Guarantee hereinbefore contained shall not be affected by any change in the constitution of Bank or of the Contractor.

The expression “The Employer”, “The Bank” and “The Contractor” hereinbefore used shall include their respective successors and assigns.

We----- (name of the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. ----- (in words).

DFCCIL/ TDL/ OUTSOURCE OFFICE ASSISTANCE 2018

- ii) This Bank Guarantee shall be valid up to -----, unless extended on demand by Employer.
- iii) The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before-----

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of ----- being herewith duly authorized.

Bank Seal

Signature of Bank Authorize Official with Seal

Name :-----

Designation:-----

Address :

Witness:

1. Name :.....
Designation :.....
Address :

2. Name :.....
Designation:.....
Address :.....

ANNEXURE-X

FORM OF AGREEMENT

(To be executed on requisite value of stamp Papers)

AGREEMENT

THIS AGREEMENT made on _____ day of _____ (Month/year) between, DFCCIL , _____ (address). (Hereinafter called “the Employer”) of the one part and _____ (name and address of the Contractor) (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous that certain works should be executed by the Contractor viz. **Contract No.** _____ (hereinafter called “the works, and has accepted a Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

- 1.0 In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2.0 The following documents shall be deemed to form and be read and construed as part of this Agreement: -
 - i) The Contract Agreement.
 - ii) Letter of Acceptance.
 - iii) Form of bid
 - iv) General Information
 - v) Notice Inviting Tender (with Annexes)
 - vi) Instructions to Tenderers
 - vii) Special Conditions of Contract
 - viii) Annexures
 - ix) Bill of Quantities (BOQ)
 - x) General Terms and Conditions of Contract
- 3.0 In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- 4.0 The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the authorized signatory)	(Name, Designation and address of the authorized signatory)
Signed for and on behalf of the Contractor in the presence of:	Signed for and on behalf of the Employer in the presence of:
<i>Witness:</i>	<i>Witness:</i>
1.	1.
2.	2.

Name and address of the witnesses to be indicate

DFCCIL/ TDL/ OUTSOURCE OFFICE ASSISTANCE 2018

CTC calculation according to Min wage act as notification number F.No 1/10(3)- (5)-(6) /2018 LSII dated 03/04/2018 and HQ L. No. HQ/HR/3/Outsource Pol./9/201602199 dated 25.07.2017.

SN	Category of outsourced staff	Rates as per minimum wages Act per day w.e.f. 01.04.2018			Rates as per minimum wages Act per month			Bonus @8.33%			ESIC @4.75% (Employer contribution)			P.F. 13% Employer contribution			Total CTC (Revised) as per minimum wages act		
		A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C
1	Unskilled	553	462	370	14378	12012	9620	1198	1001	801	683	571	457	1869	1562	1251	18128	15146	12129
2	Semi Skilled/Unskilled Supervisory	612	522	433	15912	13572	11258	1325	1131	938	756	645	535	1950	1764	1464	19943	17112	14195
3	Skilled and Clerical (OA, etc.) with 3 years & more	673	612	522	17498	15912	13572	1458	1325	1131	831	756	645	1950	1950	1764	21737	19943	17112
4	Skilled (Steno with 3 years & more but less than 7 years experience)	673	612	522	17498 (5% Extra fixed) = 18373	15912 (5% extra fixed) = 16708	13572 (5% extra fixed) = 14251	1458	1325	1131	831	756	645	1950	1950	1764	22612	20739	17791
5	Highly Skilled Category 1 (3 years and more experience but less than 7 years experience & steno with 7 years & more experience etc.	732	673	612	19032	17498	15912	1585	1458	1325	904	831	756	1950	1950	1950	23471	21737	19943
	Highly Skilled Category 2 (7 years and more experience excluding steno with 7 years & more experience).	732	673	612	19032 (15% extra fixed) = 21887	17498 (15% extra fixed) = 20123	15912 (15% extra fixed) = 18299	1585	1458	1325	904	831	756	1950	1950	1950	26326	24362	22330
6	Security Guard (Without	673	612	522	17498	15912	13572	1458	1325	1131	831	756	645	1950	1950	1764	21737	19943	17112

	Arms) from Non DGR Sponsored Agencies.																						
7. The wage rate for the post of Revenue Officer is considered as per HQ letter no. HQ/HR/S/OS/Field unit/2(I)/201503024 dated 16.08.2016 i.e. Rs.16000/- per month.																							

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on-----
-----day of the month of----- 20xx, between, on one hand, the
DFCCIL acting through Shri ----- Designation of the officer, (hereinafter
called the CLIENT, which expression shall mean and include, unless the context
otherwise requires, his successors in office and assigns) of the First Part and M/s-----
----- represented by Shri -----Chief Executive Officer (hereinafter called the
"BIDDER/SELLER" which expression shall mean and include, unless the context
otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the CLIENT proposes to procure (Name of the Stores/Equipment/Item, Name
of the Consultancy Service, Name of Works Contract, Name of Services) and the [A] is
willing to Offer/has offered for stores or works.

WHEREAS the [A] is a private company/ public company/ Government undertaking/
partnership/ registered export agency, constituted in accordance with the relevant law in
the matter and the CLIENT is a PSU performing its functions or behalf of the President of
India.

NOW, THEREFOR,

To avoid all forms of corruption by following a system that is fair, transparent and free
from any influence/prejudiced dealings prior to, during and subsequent to the currency of
the contract to be entered into with a view to:-

Enabling the CLIENT to obtain the desired said (Name of the Stores/Equipment/Item,
Name of the Consultancy Service, Name of Works Contract, Name of Services) at a
competitive price in conformity with the defined specifications by avoiding the high cost
and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to
secure [B] by providing assurance to them that their competitors will also abstain from
bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in
any form, by its Officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the CLIENT

- 1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or
indirectly with the [B], will demand, take a promise for or accept, directly or through
intermediaries, any bribe, consideration, gift, reward, favour or any material or
immaterial benefit or any other advantage from the [A] either for themselves or for
any person, organization or third party related to the [B], in exchange for an
advantage in the bidding process, bid evaluation, contracting or implementation
process related to the [B].

- 1.2 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular [A] in comparison to other BIDDERS.
- 1.3 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the [A] to the CLIENT with full, and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

Commitments of BIDDERS

3. The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage) in order to secure the [B] contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
 - 3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any Material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavor to any person in relation to the [B] or any other [B] with the Government.
 - 3.3 * [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
 - 3.4 * [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or

company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.
- 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].
- 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the, [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or Indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial. Interest/stake in the Bidder"s firm, the same shall be disclosed by the [A] at the time of filling of tender.

The term „relative“ for this purpose would be as defined in section 6 of the companies act 1956.

- 3.13 The [A] shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

4. Previous Transaction

- 4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged

hereunder or with any public sector enterprise in India or any Government department in India that could justify BIDDER"s from the tender process.

- 4.2 The [A] agrees that if it makes incorrect statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the [A] shall deposit an amount ___ (to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments:-

- i. Bank draft or a pay order in favor of _____.
- ii. A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof of payment.
- iii. Any other mode or through any other instrument (to be specified in the RFP).

5.2 The earnest money/Security deposit shall be valid up to a period of five years or the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.

5.3 In case of the successful [A] a clause would also be incorporated in the article pertaining to performance Guarantee in the [B] that the provisions of sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.4 No interest shall be payable by CLIENT to the [A] on earnest Money/Security Deposit for the period of its currency.

6. **Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]) shall entitle the CLIENT to take all or any one of the following actions, wherever required :-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The earnest money deposit (in pre-contract stage) and/or security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.

- (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
 - (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing prime lending rate of state bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by CLIENT, along with interest.
 - (vi) To cancel all or any other contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the Client resulting from such cancellation/rescission and the client shall be entitled to deduct the amount so payable from the money(s) due to the [A].
 - (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
 - (viii) To recover all sums paid in violation of this pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.
 - (ix) In cases where irrevocable letters of credit have been received in respect of any [B] signed by the client with the [A], the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The client will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final and conclusive on the

[A]. However, the [A] can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The [A] undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/system or sub systems way supplied by [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been concluded.

8. Independent Monitors

- 8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultant with the central vigilance commission (Names and addresses of the Monitors to be given)
- 8.2 the task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDDER. The [A] will also grant the Monitor, upon his request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be und contractual obligation to treat the information and documents of the [A] with confidentiality.
- 8.7 The client will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the

CLIENT/BIDDER and, should the occasion arise, submit proposal for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the [A] and the [A] shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This pact is subject to Indian law. The place of performance and jurisdiction is the seat of the CLIENT.

11. Other Legal Actions

The actions stipulated in this integrity pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this integrity pact shall be from date of its signing and extend upto 5 years or the complete execution of the [B] to the satisfaction of both the CLIENT and the [A] including warranty period, whichever is later. In case [A] is unsuccessful, this integrity pact shall expire after six months from the date of the signing of the [B].

12.2 Should one or several provisions of this pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this integrity pact at on

CLIENT
Name of the officer
Designation
Deptt./Ministry/PSU

BIDDER
CHIEF EXECUTIVE OFFICER

Witness witness
1. 2.

Note:

[A]- To be replaced by BIDDER/Seller/Consultant/Consultancy firm/Service provider as the case was may be

[B]- To be replaced by contract/supply contract/consultancy contract/works contract as the case was may be.

**(GENERAL TERMS
AND
CONDITIONS OF CONTRACT)**

GENERAL TERMS & CONDITIONS OF CONTRACT

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

2.0 **Definitions :**

- (a) "Applicable Law" means all the force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rule and regulation made therein, as may be in force and affect during the subsistence of this agreement.
- (b) "The Contract" shall mean agreement entered into between DFCCIL and the contractor as recorded in the contract form signed by the parties include all attachment, the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, price schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contracts deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- (c) The "Contract Sum"/"Contract price" shall mean the sum for which the tender is accepted.
- (d) The expression " Department"/"Client"/"DFCCIL"/"Corporation"/"Employer" as used in the tender papers shall mean dedicated Freight Corridor Corporation of India Ltd.(DFCCIL) which expression shall also include its legal successors and permitted assigns.
- (e) The "Contractor/ Bidder" shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- (f) The "Contract time" means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- (g) A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (h) A "month" shall mean a calendar month.
- (i) A "week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.

- (j) "Government" means the Government of India.
- (k) "Services" means (the work to be performed by the Tenderers) pursuant to the Contract.
- (l) "Excepted Risks" are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- (m) "GCC" mean the General Conditions of Contract
- (n) "Letter of Acceptance" means the formal acceptance letter from the Employer of the Tender.
- (o) "Local currency" means the currency of Government of India.
- (p) Where the context so requires, word importing the singular number only also include the plural number of vice-versa.
- (q) Engineer/ "Engineer-In Charge" of the work shall mean the representative appointed by DFCCIL, it"s legal successors and assignees to undertake various duties and functions in connection with this contract and project. Engineer- in charge will be any DY CPM rank officer as decided by Chief Project Manager/ TDL.

3.0 GENERAL INFORMATION

- 3.1 The Tenderer(s) should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Tenderer(s) are encouraged to pay a visit to the project site before submitting the Proposal.
- 3.2 Tenderer(s) shall bear all costs associated with the preparation and submission of their proposals including negotiations if required. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Tenderer(s).
- 3.3 It is the DFCC's policy that the Tenderer(s) under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCC:
 - a Defines, for the purpose of this paragraph, the terms set forth below as follows:
 - b "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - c "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - d "Collusive practices" means a scheme or arrangement between two or more Tenderer(s) with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;

- e "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- f Will reject a proposal for award if it determines that the Tenderer [s] recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- g Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

4.0 COMMUNICATION AND LANGUAGE OF CONTRACT

4.1 **Communication to be in writing:-**Communications between Parties will be effective only when in writing. Verbal communication, if any, must be confirmed in writing immediately later on. Any notice, request or consent shall be deemed have been given or made when delivered in writing in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the specified address. Notices shall be deemed to be effective as follows:-

- a In case of personnel delivery or registered mail, on delivery
- b In case of tele fax, 24 hours following confirmed transmission
- c In case of telegram, 24 hours following confirmed transmission
- d In case of facsimiles,24 hours following confirmed

transmission 4.2 Language of Contract

The contract has been executed in English which shall be controlling language for all matters relating to meaning or interpretation of this contract.

5.0

INTERPRETATION

In the contract, except where the context requires otherwise:

- 5.1 Words indicating one gender include all genders
- 5.2 Words indicating the singular also include the plural and words indicating the plural also include the singular
- 5.3 "Written" or "in writing" means hand-written, type written, printed or electronically made and resulting in a permanent record
- 5.4 The marginal words and other headings shall not be taken into consideration in interpretation of these conditions.

6.0 ENTIRE AGREEMENT

This Contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or liable for, any statement, representation, promise or agreement not set forth herein.

7.0 MODIFICATIONS

The terms and conditions of this Contract including the Scope of work can be modified only by written agreement between the Parties.

8.0 CARE IN SUBMISSION OF TENDERS

Before submitting a tender, the Tenderer (s) will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions of the General/ Special Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

9.0 RIGHTS OF THE DFCCIL TO DEAL WITH TENDER

The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no Tenderer(s) shall demand neither any explanation for the cause of rejection of his /their tender nor the DFCCIL to assign reasons for declining to consider or reject any particular tender or tenders.

10.0 OMISSIONS & DISCREPANCIES

Should a Tenderer(s) find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenders. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and the successful Tenderer(s) shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

11.0 PARTNERSHIP DEED

The tender shall clearly specify whether the tender is submitted on his own behalf or on behalf of partnership concern. If the tender is submitted on behalf of partnership concern, Tenderer(s) shall submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership concern. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. DFCCIL will not be bound by any Power of Attorney granted by the Tenderer(s) or by changes in the composition of the firm made subsequent to the execution of the contract. It may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contractor.

12.0 AGREEMENT:

All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the Agency.

13.0 CHANGES IN ADDRESS:

Any change in the address of the contractor shall be forthwith intimated in writing

to the DFCCIL. The DFCCIL will not be responsible for any loss/ inconvenience suffered by the Contractor on account of his failure to comply with this.

14.0 OBLIGATION OF DFCCIL

DFCCIL will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Manpower Service Provider and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract adjusted by the manpower Service Provider that Cost to the Company does not increase.

15.0 FORCE MAJEURE

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

16.0 INDEMNITY

The Tenderer(s) shall indemnify and hold harmless to DFCCIL and its directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by the Tenderer(s) or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether wilful or not, and whether within or outside the premises including but not limited to any and all claims by the hired staff.

17.0 OTHER TERMS AND TERMINATION

- 17.1 Contract shall be deemed to have commenced as on from date of issuance of letter of Acceptance and shall be in force for an initial period of one year extendable for one year on mutual consent.
- 17.2 Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this contract by giving to the other 15 days written notice.
- 17.3 Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.
- 17.4 In performing the terms and conditions of the contract, the Tenderer(s) shall at all times act as an Independent Tenderer(s). The contract does not in any way create a relationship of principal and agent between DFCCIL and the Tenderer(s). The

Tenderer(s) shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other; under any circumstances. The Tenderer(s) shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of DFCCIL.

18.0 LAWS AND REGULATIONS:

18.1 Governing Law: This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable laws and by-laws of India.

18.2 Resolving the disputes: In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the Managing Director, DFCCIL, shall be the final and binding.

19.0 INCOME TAX

Income Tax as per rates applicable/amended under the Income Tax Act of work shall be deducted at source unless the contractor is exempted by Income Tax Authorities.

20.0 GST

The GST as admissible shall be paid extra on submission of proof of depositing the same to concerned Govt Authority. Any modification in GST provision in future by Government will be binding on the contractor and DFCCIL with immediate effect.

21.0 PERMITS, FEES, TAXES & ROYALTIES

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax and other taxes Govt. except GST. The GST liability on the Contractor will be governed by clause 20 of the general terms & conditions of the contract. The DFCCIL authorities will not take any responsibility of refund of such taxes/fees unless otherwise specified in the tender. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

22.0 STATUTORY INCREASE/ CHANGE IN DUTIES, TAXES ETC.

All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account unless otherwise specified in the tender. Any modification in tax provision in future by Government will be binding on the contractor and DFCCIL with immediate effect.

23.0 DETERMINATION OF CONTRACT DUE TO FIRM/CONTRACTOR'S DEFAULT CONDITIONS LEADING TO DETERMINATION OF CONTRACT

23.1 If the Firm/Contractor

- a becomes bankrupt or insolvent or,
- b makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
- c being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction]; or
- d has execution levied on his goods or property or the works, or
- e assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or
- f abandons the contract, or
- g persistently disregards instructions of the DFCCIL official or contravenes any provisions of the contract, or
- h fails to take steps to employ competent and / or additional staff and labour, or
- i promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the DFCCIL, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the DFCCIL, or
- j Suppresses or gives wrong information while submitting the tender.
- k If the agency fails to submit performance guarantee within stipulated date specified in clause 33.0

23.2 In any such case the DFCCIL may serve the Firm/Contractor with a notice in writing to that effect and if the Firm/Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the DFCCIL, the DFCCIL shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

24.0 DETERMINATION OF CONTRACT ON DFCCIL ACCOUNT

The DFCCIL shall be entitled to determinate and terminate the contract, at any time, should, in the DFCCIL opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the DFCCIL of such termination and reasons therefore, shall be conclusive evidence thereof. In case of determination of contract on DFCCIL account as described above, the claims of the Firm/Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents/ vouchers etc., to the satisfaction of DFCCIL. The decision of the DFCCIL on the necessity and propriety of such expenditure shall be final and conclusive. However, the Firm/Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

25.0 LABOUR RULES

The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by Central Government as applicable. The contractor shall also be responsible for observance of labour regulations in respect

of labour welfare, EPF, ESI, Bonus and Gratuity etc. to employees/labour.

26.0 COMPLIANCE OF VARIOUS ACTS:

The contractor shall ensure strict compliance of Payment of Wages Act 1936, Employment of Children Act 1938, Untouchability (Offences) Act 1955, Workmen's Compensation Act 1923, Relevant Central / State Labour Laws, Employees State Insurance Act 1948, Labour acts and Employees Provident Fund Act 1952 along with any Statutory Modifications there of or rules clarifications or otherwise and all the provisions as amended from time to time and DFCCIL shall stand indemnified from and against any claims/penalty under the afore said act.

27.0 CHILD LABOUR (PROHIBITION AND REGULATION) ACT-1986.

The employment of any person less than fourteen years (14 years) of age shall be prohibited from DFCCILs works. The contractor shall be responsible for confirming to the provisions of the act and DFCCIL shall stand indemnified from and against any claims/penalty under the aforesaid act.

28.0 Relation between the parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the client and the contractor's staff. The contractor will have complete charge of personnel engaged and shall be fully responsible for the services performed by them or on their behalf hereunder.

29.0 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be by the officials specified in the SCC executed under this contract by the Employer or the contractor may be taken or executed by the officials authorized for the same.

30.0 RETENTION MONEY

30.1 The retention money will be equal to 5% of the value of the contract. The Bid deposit/ EMD of the successful bidder will be converted into initial retention money. Balance retention money shall be deducted at the rate of 10% from each of the running bill of the contractor till the realization of full amount of retention money as per contract.

30.2 The retention money shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after Completion of 90 days of the satisfactory completion of the work. The retention money shall be released only after the expiry of the defect liability period (60 days) after completion of the contract work and passing of final bill based on No Claim certificate.

31.0 SUPERVISION AND SUPERINTENDENCE

CONTRACTOR'S SUPERVISION

The Contractor shall supervise & direct the works efficiently & with his best skill & attention. He shall be solely responsible for means, methods, techniques, procedures & sequences of the work. The Contractor shall co-ordinate all parts of

the work and shall be responsible to see that the finished work complies fully with the contract documents, & such instructions/various orders as the Engineer may issue during the progress of the works.

32.0 WORKMEN

32.1 The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the works any unfit person or anyone not skilled and experienced in the assigned task. The Contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour law and rules and regulations as applicable to them in regards to all matters provided therein and shall indemnify the owner in respect of all claims that may be made against the owner for non-compliance thereof by the Contractor. In the event of the contractor committing a default or breach of any provisions of labour laws and rules and regulations, the contractor shall without prejudice is liable to prosecuted as per Indian laws.

32.2 SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT

The contractor shall be solely responsible notwithstanding any stipulations by owner or Engineer for initiating, maintaining and supervising all safety precautions and Programmes, in connection with the work and shall comply with all laws, ordinance, code rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damages, injury or loss during the entire contract period including nonworking hours.

33.0 PERFORMANCE GUARANTEE (P.G.)

The procedure for obtaining Performance Guarantee is outlined below :

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
 - (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
 - (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Government Securities including State Loan Bonds at 5% below the market value;
 - (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
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DFCCIL/ TDL/ OUTSOURCE OFFICE ASSISTANCE 2018

- (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- (vi) A Deposit in the Post Office Saving Bank;
- (vii) A Deposit in the National Savings Certificates;
- (viii) Twelve years National Defence Certificates;
- (ix) Ten years Defence Deposits;
- (x) National Defence Bonds and
- (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less.

Note - The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter Of Acceptance (LOA) has been issued, but before signing of the contract agreement. The Agreement should normally be signed within 30(Thirty) days after the issue of LOA and the Performance Guarantee shall also be submitted within this time limit. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the, contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- (f) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
- (g) The engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India/DFCCIL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of :
 - (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the contractor to pay President of India/DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.

- (iii) The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

34.0 DEFENCE OF SUITS

If any action in court is brought by a third party against DFCCIL or an officer or agent of the DFCCIL for the failure or neglect on the part of the Contractor to perform any acts, matter, covenants or things under the Contract, or for any damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents/representatives or his sub-contractors, drivers or employees, the contractor/agency shall in all such cases be responsible and indemnify and keep DFCCIL and/or his representative harmless from all losses, damages, expenses or decrees arising out of such action.

35.0 DELAY AND EXTENSION OF CONTRACT PERIOD / LIQUIDATED DAMAGES

35.1 The time allowed for execution and completion of the works or part of the works as specified in the contract, shall be essence of the contract on the part of the Firm/Contractor.

35.2 As soon as it becomes apparent to the Firm/Contractor, that the work and / or portions thereof (required to be completed earlier), cannot be completed within the period(s) stipulated in the contract, or the extended periods granted, he shall forthwith inform the Engineer and advise him of the reasons for the delay, as also the extra time required to complete the work and / or portions of work, together with justification thereof. In all such cases, whether the delay is attributable to the Firm/Contractor or not, the Firm/Contractor shall be bound to apply for extension well within the period of completion / extended period of completion of the whole works and / or portions thereof.

35.3 Extension due to modifications

If any modifications are ordered by the DFCCIL or site conditions actually encountered are such, that in the opinion of the DFCCIL the magnitude of the work has increased materially, then such extension of the stipulated date of completion may be granted, as shall appear to the DFCCIL to be reasonable.

35.4 Delays not due to Employer

If the completion of the whole works (or part thereof which as per the contract is required to be completed earlier), is likely to be delayed on account of:

- a Any force majeure event referred or
- b Any relevant order of court or
- c Any other event or occurrence which, according to the DFCCIL is not due to the Firm/Contractor's failure or fault, and is beyond his control. The DFCCIL may grant such extensions of the completion period as in his opinion reasonable.

35.5 Delays due to Employer

In the event of any failure or delay by the Employer in fulfilling his obligations under the contract, then such failure or delay, shall in no way affect or vitiate the contract or alter the character thereof; or entitle the Firm/Contractor to damages or compensation thereof but in any such case, the DFCCIL shall grant such extension or extensions of time to complete the work, as in his opinion is / are reasonable.

35.6 Delays due to Firm/Contractor and Liquidated Damages

If the delay in the completion of the whole works or a part of the works, beyond stipulated completion period, is due to the Firm/Contractor's failure or fault, and the DFCCIL feels that the remaining works or the portion of works can be completed by the Firm/Contractor in a reasonable and acceptable short time, then, the DFCCIL may allow the Firm/Contractor extension or further extension of time, for completion, as he may decide, subject to the following: -

- a Without prejudice to any other right or remedy available to the DFCCIL, recover by way of liquidated damages, a sum equivalent to quarter of one percent (0.25%) of the contract value of the works, for each week or part thereof the Firm/Contractor is in default.
- b The recovery on account of compensation for delay shall be limited to 5% of his contract value of the works, or the portion of the works, as the case may be.
- c The recovery of such damages shall not relieve the Firm/Contractor from his obligation to complete the work or from any other obligation and liability under the contract.

35.7 DFCCIL's decision on compensation payable being final.

35.8 The decision of the DFCCIL as to the compensation, if any, payable by the Firm/Contractor under this clause shall be final and binding.

35.9 Time to continue to be treated as the essence of contract in spite of extension of time. It is an agreed term of the contract that notwithstanding grant of extension of time under any of the sub-clauses mentioned herein, time shall continue to be treated as the essence of contract on the part of the Firm/Contractor.

36.0 SETTLEMENT OF DISPUTES

36.1 All disputes or differences of any kind whatsoever that may arise in connection with

or arising out of the contract or subject matter thereof, whether during the currency of contract or after their completion, whether before or after determination of contract shall be settled as under.

36.2 Mutual Settlement

All such disputes or differences shall in the first place be referred by the Tenderer(s) to the Employer in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

37.0 CONCILIATION/ARBITRATION

- 37.1 It is a term of this contract that Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties such disputes through mutual settlement.
- 37.2 If the Tenderer(s) is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Tenderer(s) may refer to the Managing Director of the Employer in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.
- 37.3 Managing Director of the Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case. Managing Director of the Employer decides to appoint a Sole Conciliator / Sole Arbitrator then a panel of at least three names will be sent to the Tenderer(s), Such persons may be working / retired employees of the DFCCIL who had not been connected with the work. The Tenderer(s) shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Sole Arbitrator. Managing Director of the Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Tenderer(s).
- 37.4 In case, the Tenderer(s) opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fails, the Tenderer(s) may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
- 37.5 The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

- 37.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 37.7 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
- 37.8 The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the Employer and shall be shared equally between the Employer and the Tenderer(s).
- 38.0 **AWARD TO BE BINDING ON ALL PARTIES**
The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.
- 39.0 **SUBSTITUTE ARBITRATORS:**
If for any reason an Arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.
- 40.0 **INTEREST ON AWARDED AMOUNT**
Where the arbitral award is for payment of money, no interest shall be payable on the whole or any part of the money for any period till the date on which the award is made.
- 41.0 **SETTLEMENT THROUGH COURT**
It is a term of this contract that the Tenderer(s) shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through provisions of arbitration & conciliation provided in the agreement.
- 42.0 **EXCEPTION**
For settlement of disputes with central PSUs, the procedure as per existing orders of Permanent Machinery for Arbitration (PMA), Bureau of Public Enterprises, Govt. of India shall be followed.

FINANCIAL OFFER

(SCHEDULE OF RATES)

Tender No. DFCCIL/ TDL/ OUTSOURCE OFFICE ASSISTANCE 2018	Date: xx.xx.2017
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED (BHAPUR- KHURJA SECTION)	
ENGAGEMENT OF MANPOWER SERVICE PROVIDER FOR OFFICE ASSISTANCE SERVICES, HOUSE KEEPING & SECURITY SERVICES" IN	
DFCCIL "S AGRA, ALIGARH, ETAWAH & KANPUR OFFICES UNDER CPM/TUNDLA	

S.No	Outsource Services	Posting of staff (Class of city)	No.of person per month	Wages rate per man per month (in Rs.) CTC	Basic Wages rate per man per month (In Rs.)	Total wages amount for Two year (In Rs.)	Total basic wages amount for Two year (in Rs.)
1	Stenographers cum PA	B	2	21737.00	17498.00	1043376.00	839904.00
2	Auto CAD operator	B	1	21737.00	17498.00	521688.00	419952.00
3 (i)	Revenue officer	A	1	16000.00	16000.00	384000.00	384000.00
3 (ii)	Revenue officer	B	2	16000.00	16000.00	768000.00	768000.00
3 (iii)	Revenue officer	C	1	16000.00	16000.00	384000.00	384000.00
4 (i)	Office Assistant/Computer Operator	A	5	21737.00	17498.00	2608440.00	2099760.00
4 (ii)	Office Assistant/Computer Operator	B	11	19943.00	15912.00	5264952.00	4200768.00
4 (iii)	Office Assistant/Computer Operator	C	0	16607.00	13156.00	0.00	0.00
6 (i)	Office attendant/Field man	A	4	19943.00	15912.00	1914528.00	1527552.00
6 (ii)	Office attendant/Field man	B	12	17112.00	13572.00	4928256.00	3908736.00
6 (iii)	Office attendant/Field	C	1	14195.00	11258.00	340680.00	270192.00

S.No	Outsource Services	Posting of staff (Class of city)	No.of person per month	Wages rate per man per month (in Rs.) CTC	Basic Wages rate per man per month (In Rs.)	Total wages amount for Two years(In Rs.)	Total basic wages amount for Two years (in Rs.)
	man						
7 (i)	Security Guards zone	A	3	21737.00	17498.00	1565064.00	1259856.00
7 (ii)	Security Guards zone	B	6	19943.00	15912.00	2871792.00	2291328.00
7 (iii)	Security Guards zone	C	3	17112.00	13572.00	1232064.00	977184.00
8 (i)	Housekeeping staff (Sweeper)	A	1	18128.00	14378.00	435072.00	345072.00
8 (ii)	Housekeeping staff (Sweeper)	B	2	15146.00	12012.00	727008.00	576576.00
8 (iii)	Housekeeping staff (Sweeper)	C	1	12129.00	9620.00	291096.00	230880.00
A	Total					25280016.00	

1. Kanpur comes under Class A, Agra & Aligarh comes under Class B and Etawah Class C (classification of cities pertaining to CPM/ TDL as per Govt of India Notification No 1/43(7)/2006-LS-II dated 30.09.2016)
2. Tenderer should not quote for individual items.
3. Competent authority of DFCCIL may change wage rate per man per month (In Rs) i.e. CTC of any outsourcing services.
4. Travelling Allowance/daily allowance /cost of uniform/ Holiday allowance will be paid as per actual claim submission by staff for the duty engaged by DFCCIL official.
5. GST will be paid extra as per extant rule.
6. Tenderer should quote commission in **%age above / At Par to the actual wages amount given for 24 month of outsourcing staff mentioned in Cost (A) of above schedule**. Write the percentage both in figures and words.

I/We offer and agree to execute the above work at rate uploaded on Line at www.tenderwizard.com/DFCCIL through digital Signature

Signature of tenderer with seal

END OF DOCUMENT