

TenderNo.:“BRC/GEN/Outsource Staff/2018-19/45”

डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन ऑफ इण्डिया लि.

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

(भारत सरकार का उपक्रम)

(A Government of India Enterprise)

4<sup>th</sup> Floor, A Block, Narmada Nahar Bhavan (Sardar Sarovar Narmada Nigam Ltd.,)  
Channi Jakat Naka, Vadodara – 390 024

**SINGLE PACKET OPEN ONLINE E - TENDER**

**Tender No.: “BRC/GEN/Outsource Staff/2018-19/45”**

**NAME OF WORK:** Empanelment / Engagement of manpower service provider for providing various categories of outsourced staff for TWENTY-FOUR months in the jurisdiction of CGM/DFCCIL/Vadodara and Competent Authority at Bharuch & Surat.

|                                     |                                   |
|-------------------------------------|-----------------------------------|
| Approximate cost of work            | : Rs. 1, 29,64,824.00             |
| Earnest Money Deposit (EMD)         | : Rs. 2,59,500.00                 |
| Tender Fee /Cost of Tender Document | : Rs.5,900.00 (Including 18% GST) |
| Completion period                   | : (Twenty Four Months)            |
| Tender closing date and time        | : 04.01.2019-at 14.55 hours       |
| Tender opening date and time        | : 04.01.2019 at 15:00 hours       |

**BID DOCUMENTS NOT TRANSFERABLE**

Issued by: **Chief General Manager,**  
**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED,**  
**4<sup>th</sup> Floor, A Block, Narmada Nahar Bhavan (Sardar Sarovar Narmada Nigam Ltd.,**  
**Office) Channi Jakat Naka, Vadodara – 390 002**



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(Sardar Sarovar Narmada Nigam Ltd Office), Channi Jakat Naka, Vadodara – 390 024

### E - TENDER DOCUMENT

“BRC/GEN/Outsource Staff/2018-19/45”

**NAME OF WORK:** Empanelment / Engagement of manpower service provider for providing various categories of outsourced staff for TWENTY-FOUR months in the jurisdiction of CGM/DFCCIL/Vadodara and Competent Authority at Bharuch & Surat.

### INDEX

| Sr. No. | Description   | Page No. |
|---------|---|----------|
| 1       | Forwarding letter by tenderer                       | 03       |
| 2       | Instruction to bidders for Online bidding           | 04-07    |
| 3       | Section-1: Notice Inviting E - Tender               | 08-09    |
| 4       | Section-2: Invitation for Bid (IFB)                 | 10-11    |
| 5       | Section-3: Information & Instruction to Tenderer(s) | 12-17    |
| 6       | Section-4: General Terms & Conditions of Contract   | 18-22    |
| 7       | Section-5: Special Conditions of Contract           | 23-31    |
| 8       | Section 6: Schedule of Approximate Quantities       | 32-33    |
| 9       | Annexures   |          |
|         | (i) Brief details of the bidder                     | 34       |
|         | (ii) Format for form of Agreement                   | 35-36    |
|         | (iii) Bank Guarantee for performance Security       | 37-38    |
|         | (iv) Pre-Contract Integrity Pact                    | 39-44    |
|         | (v) Check list                                      | 45       |



# डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन ऑफ इण्डिया लि.

## Dedicated Freight Corridor Corporation of India Ltd.

(भारत सरकार का उपक्रम)

(A Government of India Enterprise)

4<sup>th</sup> Floor, A Block, Narmada Nahar Bhavun

(Sardar Sarovar Narmada Nigam Ltd. Office), Channi Jakat Naka, Vadodara – 390 002

### Forwarding letter by Tenderer

To,  
Chief General Manager  
DFCCIL,  
Vadodara

### “BRC/GEN/Outsource Staff/2018-19/45”

**NAME OF WORK** Empanelment / Engagement of manpower service provider for providing various categories of outsourced staff for TWENTY-FOUR months in the jurisdiction of CGM/DFCCIL/Vadodara and Competent Authority at Bharuch & Surat.

1. I/We ..... have read the various condition of tender attached here with and hereby I/We agree to abide by the said conditions. I/we also agree to keep offer valid for acceptance for a period of **90 days** from the date fixed for opening the same and if required, the period can be extended as per para 3.5.1 of Section 3. I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General condition of the contract and to carry out the work according to special conditions as laid down by the DFCCIL Administration for the execution of present contract.
2. A sum of Rs.2,59,500.00 (Rupees Two Lakh Fifty Nine Thousand Five Hundred only) has been forwarded as Earnest Money Deposit. The value of the Earnest Money Deposit shall stand forfeited without prejudice to any other rights or remedies if:
  - (i) I/We do not execute the contract agreement within **7 days** of issue of the acceptance letter by the DFCCIL Administration that such documents are ready. OR
  - (ii) I/We do not commence the work within **15 days** after receipt of orders to that effect.
3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to the modification, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

**Instruction to bidders for Online bidding**

**General: - Submission** of Online Bid is mandatory for this Notice Inviting E-Tender. E - Tendering is new methodology for conducting Public Procurement in a transparent and secured manner. Supplier / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, DFCCIL has decided to use the portal (<http://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.

Instructions:-

**1. Online Bidding Methodology:**

Online Bid System

2. Broad outline of activities from Bidders perspective:-

- a. Procure a Digital Signature Certificate (DSC)
- b. Register on Electronic Tendering System (ETS)
- c. Create Users and assign roles on ETS
- d. View Notice Inviting Tender (NIT) on (ETS)
- e. Download Official copy of Tender Documents from ETS.
- f. Clarification to Tender Documents on ETS - Query to DFCCIL (Optional) - view response to queries posted by DFCCIL through addenda.
- g. Bid Submission on ETS: Prepare & arrange all documents/paper for submission of bid online and tender fees & EMD deposit on offline.
- h. Attend Public Online Tender Opening Event (TOE) on ETS.
- i. Post TOE clarification on ETS (Optional) Respond to DFCCIL's post - TOE queries.
- j. 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 (See clause 2 & 3 of section Notice Inviting E - Tender) 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.**

**3. Digital Certificate:**

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 Authority (CCA) (refer <http://www.cca.gov.in>).

**4. Registration:**

The E-Tender documents can be downloaded from the website: [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), and to be submitted in the e - format. Cost of the Tender Documents and Bid Deposit/EMD have to be submitted to DFCCIL's office, Vadodara in the form of Pay Order's, Demand Draft, Banker's Cheque, or FDR payable as per SECTION 1 and, as per the address and before the scheduled date and time of submission mentioned in Section-1 of the tender document 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 documents from the website to keep themselves abreast of such amendments before submitting the tender documents.

## TenderNo.:“BRC/GEN/Outsource Staff/2018-19/45”

Intending bidders are requested to register themselves with M/s. ITI through [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) for obtaining user - ID, Digital Signature etc. by paying Vendor registration fee and Tender processing fee (Non Refundable) for participating in the above mentioned tender.

5. DFCCIL, has decided to use process of E - Tendering for inviting this tender and thus the physical copy of the tender documents would not be sold / accepted.

6. To participate in E-tender, it is mandatory for Tenderer (S) to get themselves registered with the Tender Wizard and to have user ID & Password. Payment of registration fee can be done through [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL)

|                           |   |
|---------------------------|---|
| Help desk                 |   |
| Telephone / Mobile Number | Shri Arvind Ojha 08000096726<br>Email ID- <a href="mailto:twhelpdesk636@gmail.com">twhelpdesk636@gmail.com</a><br>Shri Suraj-09599653865/011-45424365 |

|                          |  |
|--------------------------|--|
| <b>DFCCIL Contact -1</b> |  |
| DFCCIL Contact Person    | Shri Saurabh Verma   |
| Telephone / Mobile No.   | 8511216157   |
| E - mail ID              | <a href="mailto:sverma@dfcc.co.in">sverma@dfcc.co.in</a>   |
| <b>DFCCIL Contact -2</b> |  |
| DFCCIL Contact Person    | Shri Rakesh Sharma   |
| Telephone / Mobile No.   | 8511169047   |
| E - mail ID              | <a href="mailto:rsharma@dfcc.co.in">rsharma@dfcc.co.in</a> |

### 7.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION AS PER BID:-

The bidder shall furnish, as part of his bid document establishing the bidders, eligibility as per para 9 of Section 5. All these documents should be numbered, stamped & signed by bidder in each page.

- 7.1 The tenderer shall drop the Payment of Bid Deposit/EMD and Cost of Tender Document in the tender box ,at DFCCIL office, Vadodara payable as per SECTION 1, as per the address and before the scheduled date and time of submission mentioned in Section-1 of the tender document otherwise the Bid will not be considered. The tender processing fees as per applicable rate payable through the e - payment gateways to ITI limited are Non refundable.
- 7.2 Tender documents (s) in original, duly filled in and signed by bidder or his Authorize representative along with seal on each page. All corrections and overwriting must be initialed with date by the bidder or his authorized representative.
- 7.3 Copy of PAN card
- 7.4 The authenticated copy of registered partnership deed and registration of the firm from registrar of firm in case of partnership firm.
- 7.5 In case of proprietorship firm bidder will submit and affidavit, attested by Notary Public that “I am a sole proprietor of the firm \_\_\_\_\_” in case of \_\_\_\_\_ proprietorship firm on Non judicial stamp paper of Rs.100.00.
- 7.6 Bidder's profile duly filled in, as per section -III of tender document
- 7.7 Power of Attorney
- 7.8 Article of association and memorandum in case of private/public limited company.
- 7.9 Copy of E.P.F. registration.
- 7.10 Copy of ESI Certificate.
- 7.11 Copy of GST registration no.
- 7.12 Certificate for non near relative in DFCCIL.
- 7.13 Udyog Aadhar Memorandum (UAM) number issued by ministry of MSME. (If applicable)\*

**Note:** -Any discrepancy found in the downloaded tender document submitted by the bidder compared to uploaded tender document, the tender document uploaded by the DFCCIL will be treated as valid and any changes (found in the tender document submitted by the bidder) at any stage, will be treated as fraud done to the DFCCIL, and will be liable to cancellation of agreement done (if any) and appropriate action will be taken against the bidder.

**8.0 The following ‘FOUR KEY INSTRUCTIONS for BIDDERS’ must be assiduously adhered to:**

1. Obtain individual Digital Signature Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your organization’s concerned executives trained on ETS using online training module well in advance of your tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (DFCCIL should not be responsible any problem arising out of internet connectivity issues).

**Method for submission of bid documents**

In this TENDER the bidder has to participate in e-bidding online. Some documents are to be submitted physically offline mentioned below:

- 1) Cost of Bid Document
- 2) Bid Deposit / EMD

**Note: The Bidder has to upload the Scanned copy of all above said documents during Online Bid submission, failing which the bid will be summarily rejected. No hard copy of the above documents will be accepted except of Tender Fee/EMD or MSME certificate.**

**9.0 Price schedule**

Utmost care may kindly be taken to upload price schedule. Any change in the format of price Schedule file shall render it unfit for bidding. Following steps may be followed

- I. Down load price schedule part.
- II. Fill rates in down loaded price schedule.
- III. Save filled copy of downloaded price schedule file in your computer and remember its Name & location for uploading correct file (duly filled in) when required.
- IV. Tenderer(S) should download 'financial\_ offer xls' file, quote their rates in the applicable field and save it. Tenderer(S) can upload the filled up financial\_ offer xls' file. Name of the downloaded financial\_ offer xls' file must not be changed.

**Other instructions**

For further instructions, the vendor should visit the portal ([www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL)), and login to it and upload documents of bid.

**Important Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links and take appropriate action.

**Dedicated Freight Corridor Corporation of India Ltd.  
(A PSU under Ministry of Railways.)  
NOTICE INVITING TENDER**

Chief General Manager/Vadodara invites sealed E-Open Tender single packet system on behalf of DFCCIL for the work as under: -

|    |  |   |
|----|--|---|
|    | <b>Tender No.</b>                            | “BRC/GEN/Outsource Staff/2018-19/45   |
| 1  | Name of work                                 | <b>Name of Work:</b> Empanelment / Engagement of manpower service provider for providing various categories of outsourced staff for TWENTY-FOUR months in the jurisdiction of CGM/DFCCIL/Vadodara and Competent Authority at Bharuch & Surat.   |
| 2  | Duration of Contract                         | <b>Twenty Four Months</b>   |
| 3  | Estimated Cost of work                       | Rs.1,29,64,824.00   |
| 4  | Type of BID                                  | Single packet open e-Tender   |
| 5  | Tender Fee/Cost of Tender Document           | <b>Rs.5,900.00</b> (Including 18% GST), To be paid by Banker's Cheque/Demand Draft/Pay Order in favour of “Dedicated Freight Corridor Corporation of India Limited” payable at Vadodara ( <b>Non Refundable</b> ) issued by any Nationalized / Scheduled Bank.  |
| 6  | Bid Deposit/EMD                              | <b>Rs.2,59,500.00</b> To be paid by Banker's Cheque/Demand Draft/Pay Order/FDR in favour of “Dedicated Freight Corridor Corporation of India Limited” payable at Vadodara issued by any Nationalized / Scheduled Bank.  |
| 7  | Availability of Bid documents from           | <b>From 10:00 Hrs of 01.12.2018</b>   |
| 8  | Download bid document up to                  | <b>14.30 hrs of 04.01.2019</b>  |
| 9  | Last date & time of online submission of Bid | <b>Upto 14.55. hrs. On 04.01.2019</b>   |
| 10 | Date & time of online Opening of bid         | <b>15.00 hrs. On 04.01.2019</b>   |
| 11 | Validity of offer                            | 90 (Ninety) days from the opening of tender   |
| 12 | Address of Communication                     | Office of The Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, 4 <sup>th</sup> Floor, A Block, Narmada Nahar Bhavan (Sardar Sarovar Narmada Nigam Ltd. Office), Channi Jakat Naka, Vadodara-390024   |
| 13 | e-Tendering Web site                         | Uplode BID document at: <a href="http://www.Tender_wizard.com/DFCCIL">www. Tender wizard .com/DFCCIL</a> .<br>Tender notices are also available at DFCCIL Website: <a href="http://www.dfccil.gov.in">www.dfccil.gov.in</a> as well as on Central Public Procurement portal website: <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> . Any Corrigendum/ addendum, if any, will be posted on above web site only. |
| 14 | Help Desk No.                                | 011- 49424365 or Mobile No. 09714881992/ 08000096726/ 09599653865   |

E-Tender document should be downloaded from [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) up to 14.30 hrs of 04.01.2019 Rs.5900.00 (Including 18% GST) towards tender fee & Rs.2,59,500.00 towards EMD, payable as per SECTION 1 and these payments must be issued by any Nationalized / Scheduled Bank to

**TenderNo.:"BRC/GEN/Outsource Staff/2018-19/45"**

be deposited in the tender box kept in DFCCIL unit office Vadodara, as per the address and before the scheduled date and time of submission mentioned in Section-1 of the tender document otherwise the Bid will not be considered/ shall be summarily rejected.

The E – Tender document is also be available at website [www.dfccil.gov.in](http://www.dfccil.gov.in) & [www.eprocure.gov.in](http://www.eprocure.gov.in) for viewing only.

No tender document will be available offline. Downloading tender documents online and submission of tenders online is mandatory for this tender.

Note :- Any further Addendums/Corrigendum for this tender will be posted on website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), [www.eprocure.gov.in](http://www.eprocure.gov.in) & [www.dfccil.co.in](http://www.dfccil.co.in) only tendering portal website only. Interested bidders are advised to check website for any Addendums / Corrigendum. Bidder has to upload & scan the complete set of bid document/relevant attachment, signed and official seal on all document before uploading the document.



**Information and Instruction to Tenderer(S)****2.1 INFORMATION**

- 2.1.1 E-Tender has been invited under ‘Single Packet’ system.
- 2.1.2 The Tenderer(S) can download the Bid document online from the website address [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) as per the timings mentioned in SECTION- 1 of the bid document.
- 2.1.3 Tender documents are also available on the official web site i.e. [www.dfccil.gov.in](http://www.dfccil.gov.in) & [www.eprocure.gov.in](http://www.eprocure.gov.in) for viewing only.
- 2.1.4 The entire bid document duly filled signed & stamped shall be scanned & uploaded online on the E-Tender website. Tender document shall be accompanied with the copy of Bid deposit in proper form, document about the status of the firm such as Partnership deed etc., power of Attorneys; documents in support of the of the Tenderer(S)/all the documents mentioned in Annexure IV.
- 2.1.5 All Tenders shall be uploaded in accordance with the instructions contained in these documents (hereinafter called as tender documents). Non – Compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.
- 2.1.6 A firm should submit only one offer against the E-Tender. In case, a firm submits more than one Tender, such firm will be disqualified.
- 2.1.7 In preparing the Proposal, Tenderer(S) are expected to examine all terms and conditions included in the document. Failure to provide all required information will be at own risk of the Tenderer(S) and will result in rejection of the proposal submitted by the Tenderer(S).
- 2.1.8 If the Tenderer(S) deliberately gives/give wrong information in his / their tender or creates circumstance for the acceptance of this / their tender, the DFCCIL reserves the right to reject such tender at any stage.
- 2.1.9 The proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(S) the Proposals.
- 2.1.10 While quoting the online rates in bid sheet provided on website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) Tenderer(S) are expected to take into account the requirements and conditions of the tender documents.
- 2.1.11 A master copy of the documents downloaded from the website mentioned above shall be kept in the tender file, in the office of the tender inviting authority. In case of any discrepancy between the tender document downloaded from the website and the master copy, the latter shall prevail and shall be binding on the Tenderer(S). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of the tender inviting authority and the agreement shall also prepared on the basis of master document kept in the office of tender inviting authority.
- 2.1.12 The Tenderer(S) downloading the documents from internet must keep themselves updated through the website from which the tender documents is downloaded regarding corrigendum, if any, to the notice inviting tender or the tender documents, which shall be uploaded in the same website only. The offers received without such corrigendum published shall be liable to be rejected.
- 2.1.13 Any willful charges/deletion/addition in printing carried out in the tender documents shall be viewed very seriously, whether detected at the time of opening/award of tender or after award of work and the same may result in penal action such as termination of contract, banning of further business with the defaulting Tenderer(S) are liable to be prosecuted as per law.

## **2.2 SUBMISSION OF TENDER**

- 2.2.1 All Tenders shall be submitted online.
- 2.2.2 Venue of submission of tender: - No tender will be accepted/received offline or in any office.
- 2.2.3 The mandatory sealed & signed all documents should be submitted online not later than date and timings mentioned as in NIT in SECTION – 1 of the tender document.
- 2.2.4 The box kept for deposit of Tender Fee & Bid Deposit will be sealed on the date and closing timing mentioned as in NIT Sr. No. 10 of Section-1 of the tender document.
- 2.2.5 Any of the E-tender, Tender fee and Bid Deposit received late (i.e after prescribe date and time as per Sr. No. 10 of Section-1) then their participation in tender process is liable to be rejected summarily.

## **2.3 TENDER OPENING**

- 2.3.1 Date and time of online opening of the tender: - As indicated in Sr. No. 11 of section-1 of the tender document.
- 2.3.2 Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever.
- 2.3.3 If the date of opening is declared as holiday then the tender shall be submitted up to 14.55 hrs. of the next working day and the same will be opened at 15.00 hrs. on the same day

## **2.4 GENERAL INFORMATION**

- 2.4.1 Tender document is non-transferable. Tenders received from Tenderer(S) in whose name documents have been uploaded/ offered shall only be considered.
- 2.4.2 No extension in the Tender due date shall be Considered on account of internet speed or any technical fault.
- 2.4.3 Online Issuance of tender document does not automatically mean that such parties are considered qualified.
- 2.4.4 The agency selected will be awarded the work for the period specified vide item No.3 of Section – I of the tender documents.
- 2.4.5 DFCCIL reserve the right to modify, extend, restrict, scrap, re-float the tender without assigning any reason

## **2.5 VALIDITY OF PROPOSAL**

- 2.5.1 The Tenderer(S) shall keep their offer open for a minimum period of 90 days from the date of opening of the Tender, being extended further if required by mutual agreement from time to time. Any contravention of the above condition shall make the Tenderer(S) liable for forfeiture of his bid deposit. The tenderer (s) cannot withdraw their offers within the period of validity / extended validity.

## **2.6 TENDER FEE**

- 2.6.1 The original pay orders/demand drafts/Banker's Cheque against the Tender Fees/Cost of Tender Document from any Nationalized Bank or a Scheduled Bank in favour of Dedicated Freight Corridor Corporation of India Limited payable at Vadodara to be deposited in the tender box kept in DFCCIL office as per the address and before the scheduled date and time of submission mentioned in Section-1 of the tender document otherwise the Bid will not be considered/ shall be summarily rejected. The scanned copy of the same (as specified in Section-3 para 3.1.5 & 3.1.6 of the tender document) is to be uploaded online. Tender processing fees as per applicable rates to M/s ITI limited ,Payable through three-payment gateways which is non-refundable.
- 2.6.2 As the documents downloaded from internet, cost of tender document from as specified in Section-1 of the tender document shall be submitted separately in DFCCIL, Vadodara office as per address given in Section-1.
- 2.6.3 Offers without valid Tender fee will be summarily rejected.

- 2.6.4 For MSEs registered Vendor: - In pursuance of the public procurement policy on MSE, Tender Document will be provided free of cost to MSEs in compliance of clause 14.0 of General Terms and Conditions of Contract.

## **2.7 BID DEPOSIT/ Earnest Money Deposit (EMD)**

- 2.7.1 The tender will be entertained only if a sum specified in NIT as per Sr. No. 7 of Section 1 of the tender documents as bid deposited in the form of pay orders, demand drafts, Banker's cheque or FDR from any Nationalized Bank or a Scheduled Bank. Earnest Money Deposit shall be in favour of DFCCIL payable at Vadodara and duly discharged after affixing the revenue stamp on reverse side of the receipt and duly signed on it and dropped in the box kept in DFCCIL office as per address given in Section-1.
- 2.7.2 The tenders without valid EMD shall be summarily rejected.
- 2.7.3 If the tender is accepted, the amount of Bid deposit will be retained as Retention Money for the due and faithful fulfillment of the contract. This amount of retention Money shall be forfeited if the Tenderer(S)/Contractor(S) fail to execute the Agreements Bond within 07 days after receipt of notice issued by DFCCIL that such documents are ready or to commence the work within 15 days after receipt of the ordered to that effect.
- 2.7.4 The Bid deposit of all unsuccessful Tenderer(S) except that of the successful Tenderer(S) will be discharged/ returned after the award of the contract. The Bid deposit of successful Tenderer(S) will be adjusted against the Retention Money amount. No interest will be paid by DFCCIL on the above Bid deposit amount.
- 2.7.5 For MSEs registered Vendor: - In pursuance of the public procurement policy on MSE, MSEs in compliance with the item tendered in clause 14.0 of General Terms and Conditions of Contract, MSME registered vendors will be exempted from payment of Earnest Money Deposit (EMD).

## **2.8 FIRM DETAILS, SIGNATURE OF TENDERS & DOCUMENTARY PROOF**

- 2.8.1 The Tender must contain the full name, designation and complete address of the place of business of the person(S) signing the Tender. Tender(S) shall furnish "BRIEF DETAILS OF THE TENDERER(S)"
- 2.8.2 The tender shall be signed by the individual or individuals legally authorized to enter in to contract on behalf of the tenderer (s). Any individual or individuals signing the tender documents or other documents should specified whether he is signing as:-
- a) As a Sole Proprietor of the firm Attorney of the Sole Proprietor; or
  - b) As a Partner of Partners of the firm; or
  - c) As a Director Manager or Security in a Limited Company etc.
- 2.8.3 The Tenderer(s)'s whose tender is accepted will be required to appear at the office of the Chief General Manager, DFCCIL, 4<sup>th</sup> Floor, A Block, Narmada Nahar Bhavan (Sardar Sarovar Narmada Nigam Ltd.,) Channi Jakat Naka, Vadodara – 390024, in person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract documents within 7 days after notice that the contract has been awarded to him and contract documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the Earnest Money accompanying the tender shall stand forfeited.

**2.9 PRICE BASIS, CURRENCIES & LANGUAGE OF BID**

- 2.9.1 Tenderer(s)'s have to quote the commission/ service charges in terms of a flat single percentage (%) in the schedule-I of the document. This percentage shall be applicable on each item of the schedule-I uniformly.
- 2.9.2 Rates are inclusive of labour, material, all statutory taxes and obligations of Central Govt. and State Govt./ local bodies as applicable at the time of the opening of the tender, unless otherwise specified separately in this tender document. The Tender prices shall be in Indian rupees only.
- 2.9.3 Taxes, if any, levied after opening of the tender will be borne by DFCCIL & reimbursed after production of documents in proof of having submitted the same. General Conditions of Contract & Special Conditions of Contract, Schedule of approximate quantities & Rate sheet may be referred for further details.
- 2.9.4 All information in the Tender shall be in English and Hindi only. Failure to comply with these requirements will render the Tender liable for rejection.

**2.10 ENGAGEMENT OF PERSONNEL**

- 2.10.1 Persons provided should possess requirement of job and have good behavior and unblemished record and character

**2.11 AWARD OF CONTRACT**

- 2.11.1 The DFCC will issue a letter of Acceptance to the successful Tenderer.
- 2.11.2 Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between DFCCIL and Tenderer subject to the modifications, as may be mutually agreed to and indicated in the letter of acceptance
- 2.11.3 The successful Tenderer will be required to execute the Contract Agreement within days of receipt of notice by the DFCCIL Administration that such document is ready, as per conditions mentioned in Tender Document, General Conditions of Contract (section 4) and Special Conditions of Contract (section 5).
- 2.11.4 The successful firm / Tenderer with whom the contract is signed shall commence the assignment within 15 days from the date of issue of acceptance letter or any date as specified in LOA.
- 2.11.5 All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the DFCCIL.

**2.12 PROPOSAL EVALUATION:-**

- 2.12.1 A single stage procedure shall be adopted in evaluating the proposals.
- 2.12.2 The work will be awarded to the lowest bidder who fulfill all requisite qualification as per tender documents.
- 2.13.3 The proposal of the tenderer will be assessed only based on the information / documents submitted along with the tender. However, DFCCIL reserves the right to seek clarification from the tenderer if the evaluation committee considers it necessary for proper assessment of the proposal. The clarification will be sought through fax / e-mail and the tenderer will be required to submit clarification in the stipulated time period. The clarification received within stipulated time period will be taken into consideration for evaluation of the proposal.
- 2.12.4 The proposals shall be opened on line.

**2.13 TENDER DOCUMENTS ARE NOT TRANSFERABLE**

- 2.14 Joint venture (JV) firms are not allowed to participate in this tender.

**2.15 CHECK-LIST**

The bidders are requested to duly fill in the checklist as per **Annexure-V**. The checklist is only a reminder of certain important items, to facilitate the tenderer. This, however, does not relieve the bidder of its responsibility to make sure that his proposal is otherwise complete in all respects.

### **SECTION-3**

#### **GENERAL TERMS AND CONDITIONS OF CONTRACT**

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

#### **3.1 DEFINITIONS**

Unless excluded by or repugnant to the context:

- 3.1.1 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.
- 3.1.2 “Officer”/“Officer-in-charge”/“DFCCIL’s representative “of the work shall mean the DFCCIL Officer dealing with the performance and operations of the contract, its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.
- 3.1.3 The “Contract” shall mean The agreement entered in to between the owner 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 there in 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. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- 3.1.4 The “Contractor/ Tenderer(s)” 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.
- 3.1.5 The “Contract sum” / “Contract price” shall mean the sum for which the tender is accepted.
- 3.1.6 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.
- 3.1.7 A “Day” shall mean a day of 24 hours from midnight to mid night irrespective of the number of hours worked in that day.
- 3.1.8 A “month” shall mean a calendar month.
- 3.1.9 A “week” shall means even consecutive days without regard to the number of hours worked in any day in that week.
- 3.1.10 “Client” means Dedicated Freight Corridor Corporation of India Limited.
- 3.1.11 “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract
- 3.1.12 “Data Sheet” means such part of the Instructions to Tenderer(s) used to reflect specific assignment conditions.

- 3.1.13 “Day” means calendar day.
- 3.1.14 “Government” means the Government of India.
- 3.1.15 “Personnel” means professionals and support staff provided by the Contractor(s)/Tenderer(s) and assigned to perform the Services or any part thereof;
- 3.1.16 “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- 3.1.17 “Proposal” means the Technical Proposal and the Financial Proposal.
- 3.1.18 “RFP” means the Request For Proposal prepared by the Client for the selection of Tenderer(s).
- 3.1.19 “Services” means the work to be performed by the Tenderer(s) pursuant to the Contract.
- 3.1.20 “Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work ,activities ,tasks to be performed, respective responsibilities of the Client and the Tenderer(s), and expected results and deliverables of the assignment.
- 3.1.21 “Applicable Law” means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.
- 3.1.22 “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,militaryor usurpedpower,anyactsofGod,such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- 3.1.23 “GCC” mean the General Conditions of Contract.
- 3.1.24 “Letter of Acceptance ”means the formal acceptance letter from the DFCCIL of the Tender.
- 3.1.25 “Local currency ”means the currency of Government of India.

## **3.2 GENERAL INFORMATION**

- 3.2.1 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.
- 3.2.2 The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Tenderer(s).
- 3.2.3 Tenderer(s) shall bear all costs associated with the preparation and submission of their proposals including negotiations if required. The Clients not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without here by incurring any liability to the Tenderer(s).
- 3.2.4 The Client requires that Tenderer(s) provide professional, objective and impartial advice and at all times hold the Client’s interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 3.2.5 A Tenderer(s) (including its Personnel and Sub-Tenderer(s)) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Tenderer(s) to be executed for the same or for another Client.
- 3.2.6 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
  - i) “**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;
  - ii) “**Fraudulent practice**” means a misrepresentation or omission of facts in order to influence selection process or the execution of a contract;
  - iii) “**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;
  - iv) “**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
- b) 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

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- 3.3 3.2.7 Tenderer(s), their Sub-Tenderer(s), and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Tenderer(s) shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract

### INTERPRETATION

In the contract, expect where the context requires otherwise:

- 3.4.1 Words indicating one gender include all genders,
- 3.4.2 Words indicating the singular also include the plural and words indicating the plural also include the singular,
- 3.4.3 “Written ”or“ in writing” means hand-written, type written ,printed or electronically made and resulting in a permanent record, and
- 3.4.4 The marginal words and other headings shall not be taken into consideration in interpretation of these conditions

### 3.4 LANGUAGE OF CONTRACT

- 3.4.1 The Contract has been executed in English and Hindi, which shall be controlling language for all matters relating to meaning or interpretation of this Contract.

### 3.5 CARE IN SUBMISSION OFTENDERS: -

- 3.5.1 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..

### 3.6 PARTNERSHIP DEED

- 3.6.1 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 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 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.
- 3.6.2 The tenderer/s whose tender is accepted will be required to appear at the office of the **Chief General Manager, DFCCIL, Sardar Sarovar Narmada Nigam Ltd., 4<sup>th</sup> Floor, A Block, Narmada Nahar Bhavan, Channi Jakat Naka, Vadodara – 390 002**, in person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract documents within 7 days after notice that the contract has been awarded to him and contract documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the **full value of the Earnest Money Deposit accompanying the tender shall stand forfeited.**
- 3.6.3 In the event of any tenderer/s whose tender is accepted, is refusing to execute the Contract documents as herein before provided, DFCCIL may determine that such tenderer/s has/have abandoned the contract and there upon his/their tender and the acceptance there of shall be treated as cancelled and DFCCIL shall be entitled to forfeit the full amount of the earnest money deposited by the tenderer.

### 3.7 PERFORMANCE GUARANTEE (P.G)

- 3.7.1 On acceptance of tender the successful tenderer shall have to submit performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favour of DFCCIL, Vadodara. The Performance Guarantee shall be submitted 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 up to 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 31<sup>st</sup> 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 the EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for the work.
- 3.7.2 This Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- 3.7.3 The Performance Guarantee (PG) shall be released after the physical completion of the work based on the “Completion Certificate” issued by the competent authority stating that the contractor has completed the work in all respect satisfactorily. The security deposit, however, shall be released only after passing the final bill based on “No Claim Certificate”.
- 3.7.4 Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the tender for executing the balance work. If the



**TenderNo.:"BRC/GEN/Outsource Staff/2018-19/45"**

failed contractor is JV or a partnership firm, then every member/partner of such a firm shall be debarred from the participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

3.7.5 The DFCCIL shall not make a claim under the Performance Guarantee except for amount to which the DFCCIL is entitled under the contract (not withstanding and /or without to any other provisions in the contract agreement) in the event of: -

- a) Failure by the contractor to extend the validity of the Performance Guarantee as describe herein above, in which event the DFCCIL may claim the full amount of the Performance Guarantee.
- b) Failure by the contractor to pay 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 the notice to this effect by DFCCIL.
- c) The contract being determined or rescinded under provision of this contract, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

**3.8 SECURITY DEPOSIT**

- 3.8.1 The Earnest Money deposited by the Contractor with his tender will be retained by the DFCCIL as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, will be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.
- 3.8.2 Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery /mode of recovery shall be as under:
- 3.8.3 Security Deposit for each work shall be 5% of the contract value
- 3.8.4 The rate of recovery shall be at the rate of 10% of the bill amount till the full security Deposit is recovered,
- 3.8.5 Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD shall be accepted towards Security Deposit.
- 3.8.6 The security deposit shall be returned to the contractor without any interest when the Contractor ceases to be under any obligations under the contract i.e. after the successful completion of work.
- 3.8.7 No interest will be payable upon the Earnest Money Deposit, Security Deposit or any other amounts which are payable to the Contractor under the Contract.

**3.9 TENDERER(S)'S CREDENTIAL:-**

3.9.1 In support of their credentials, the Tenderer(s) should have to submit documents as stipulated in tender document along with their tenders.

3.9.2 THE TENDERER(S) SHOULD SATISFY THE FOLLOWING MINIMUM ELIGIBILITY CRITERIA AS UNDER:

|   |  |   |
|---|--|---|
| 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). Similar nature of work of this tender is:-"Empanelment / Engagement of manpower service provider for providing various categories of outsourced staff in Government Organization/Public sector undertaking (PSU)." | 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. |
| 2 | The Tenderer(s) should have received a total contractual amount during the   | Should be a minimum of 150% of advertised tender value of work. In  |

**TenderNo.:"BRC/GEN/Outsource Staff/2018-19/45"**

|  |   |   |
|--|---|---|
|  | last three financial years and in the current financial year. | support of which, the attested certificate from Employer/ Client, TDS certificate/ Audited Balance Sheet duly certified by Chartered Accountant etc. to be submitted with the tender. |
|--|---|---|

- 3.9.3 Tenderer(s) shall submit along with the tender, adequate documentary proof of having fulfilled the prescribed eligibility criteria as laid down in the Tender notice & Tender Conditions.
- 3.9.4 In reference to para 9.2.1 of the tender document, the Tenderer(s) will produce/attach the certificate of Work completion with the Tender Document as per Para 9.7 and such certificate should clearly brought out 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.
- 3.9.5 In case the Tenderer(s) do not submit any proof for meeting with the eligibility criteria as laid down above in the Tender notice & Tender conditions, along with the tender, the offer shall be considered as in-complete.
- 3.9.6 All photo copies should be enclosed with the tender form duly self attested.
- 3.9.7 Certificates from Private individuals for whom such work are executed/being executed will not be accepted. The 'Organizations' other than 'Private Individuals' from whom certificates can be considered for evaluation for eligibility criteria, are as follows.
4. . Government Organization/Public sector undertaking (PSU).
- 3.9.8 The Bidder should submit an Affidavit that it has not been blacklisted for business by any Government Department/PSU and that in last three years to be reckoned from date of invitation of tender, there has not been any work cancelled against them for poor performance.

**TenderNo.:“BRC/GEN/Outsource Staff/2018-19/45”**

**3.10 Format for submitting bid by the agencies :**

| Sr. No. | Particulars  | Details |         |         |
|---------|--|---------|---------|---------|
| 1.      | Name of agency (service provider)  |         |         |         |
| 2.      | Address with Telephone and Fax no.   |         |         |         |
| 3.      | Status of applicant (attach documentary evidence)  |         |         |         |
| 4.      | Types of the services provided (Experience certificates to be enclosed)  |         |         |         |
| 5       | Annual turnover of last three financial years (audited financial statement of last three financial years to be enclosed with Documentary evidence) | 2015-16 | 2016-17 | 2017-18 |
|         |  |         |         |         |
| 6       | EPF Establishment Registration No. (attach documentary evidence)   |         |         |         |
| 7.      | Establishment registration No. (attach documentary evidence)   |         |         |         |
| 8       | PAN No. (attach documentary evidence)  |         |         |         |
| 9       | GST Registration no. (attach documentary evidence)   |         |         |         |
| 10      | Other registration details under other applicable labour laws. (attach documentary evidence)   |         |         |         |
| 11      | List of Clients along with their placement turnover in numbers. (last three years)   |         |         |         |
| 12      | Attach satisfactory performance report from existing clients from Govt./PSU.   |         |         |         |
| 13      | Executive Summary about the agency.  |         |         |         |
| 14      | Udyog Aadhar Memorandum (UAM) number issued by ministry of MSME. (If applicable)*  |         |         |         |

**3.11 AGREEMENT:**

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

**3.12 CHANGE IN ADDRESS:**

3.12.1 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.

**3.13 FORCE MAJEURE**

3.13.1 During the continuance of this contract, if the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the purchaser as to whether the supplies/ services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract

**3.14 INDEMNITY**

3.14.1 The contractor shall at all times indemnify to the DFCCIL administration against all claims which may arise due to accident or otherwise or due to breach of the terms and conditions mentioned herein and owing to any sort of act of commissions on the part of the contractor during the currency of this contract.

**3.15 MSME**

As advised by Ministry of Finance, Government of India vide Office Memorandum No. F.5/4/2018-PPD Dated 28/02/2018 and forwarded by Ministry of Railways vide letter No. 2016/PL/56/1 Dated 19/03/2018, the MSE Bidders must declare their Udyog Aadhar Memorandum (UAM) number issued by ministry of MSME on Central Public Procurement Portal (CPPP), in order to identify themselves as MSE Vendors, failing which they will not be able to enjoy the benefits as per Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012 dated 23.03.2012, issued by Ministry of MSME and as per Corporate Office, DFCCIL Letter No. HQ/GGM/Admin/MSME dated 28.03.2018. The MSE Bidders shall enclose the Documentary proof of the same.

The MSEs must also indicate the terminal validity date of their registration.

**3.16 INCOMETAX**

3.16.1 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.

**3.17 GST**

- 3.17.1 The GST, as applicable on gross value of each running account bill/Final bill shall be reimbursed by DFCCIL as per prevailing law after the contractor submits the documentary proof of having deposited the same along with the each bill. Any modification in tax provision in future by Government will be binding on the contract or with immediate effect.
- 3.17.2 Tenderers will examine the various provisions of the Central Goods and Service Tax Act, 2017 (CGST)/ integrated Goods and Service Tax Act, 2017 (IGST) / Union Territory Goods and Services Tax Act ,2017 / (UTGST)/ respective state's State Goods and Service Tax Act (SGST) also, as notified by Central/ State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- 3.17.3 The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DFCCIL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.  
GST registration no. must be mentioned in each invoice

**3.18 PERMITS, FEES, TAXES & ROYALTIES**

- 3.18.1 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 4.24 of the tender document. 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.

**3.19 STATUTORY INCREASE IN DUTIES, TAXES ETC**

- 3.19.1** 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. The tender shall be inclusive of all taxes levies as mentioned in 4.25 above.  
Further DFCCIL shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi etc. At the time of quoting/ bidding contract or should bear the above fact in mind.

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

- 3.20.1** 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

**TenderNo.:"BRC/GEN/Outsource Staff/2018-19/45"**

- 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 for 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.

**3.20.2** 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 afore said 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).

**3.21 DETERMINATION OF CONTRACT BY DFCCIL**

3.21.1 The DFCCIL shall be entitled to determinate 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 what so ever. 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

**3.22 LABOUR RULES**

3.22.1 The contract or 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 as applicable.

The Contractor will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contact Labour (Regulation and Abolition) Act 1970, before starting the work, otherwise the Contractor shall have to face the further consequences

The Contractor shall have to follow all rules and regulation pertaining to payment of Minimum Wages Act as notified by Central/State Government applicable for project sites. The Contractor shall also be responsible for observance of labour regulation in respect of labour welfare PF & EI.

**3.23 COMPLIANCE OF VARIOUS ACTS:**

3.23.1 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

**3.24 CHILD LABOUR (PROHIBITION AND REGULATION) ACT-1986.**

3.24.1 The employment of any person less than fourteen years (14 years) of age shall be prohibited from DFCCIL's 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 afore said act

**3.25 SETTLEMENT OF DISPUTES**

3.25.1 All disputes or differences of any kind whatsoever that may arise in connection with or arising out of the contract or subject matter thereof.

3.25.2 Mutual Settlement – All such disputes or differences shall in the first place be referred by the Manpower Service Provider to the Employer in writing for resolving the same through mutual discussions.

**3.26 ARBITRATION**

3.26.1 In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be referred to the sole arbitrator as appointed by DFCCIL. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996.

3.26.2 Notwithstanding any dispute between the parties, the agency shall not be entitled to withhold, delay or defer its obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.

**3.27 QUANTITY VARIATION:-**

3.27.1 The overall variation can be done  $\pm 50\%$  of the contract value on same terms & condition of contract agreement with the discretion of DFCCIL. The change in the final agreement value may be due to change in quantity / period specified in the contract, individual items may vary more or less.

**3.28 JURISDICTION OF COURTS**

3.28.1 Jurisdiction of courts for dispute resolution shall be Vadodara only.

**SPECIALCONDITIONSOFCONTRACTANDSPECIFICATIONS****4.1 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 per Annexure –II) at DFCCIL office at 4<sup>th</sup> Floor, Block-A, Narmada Naher Bhavan, SSNNL’s Office, Chhani Jakat Naka, Vadodara – 390 024 or any other offices as may be required by CPM/DFCCIL/Vadodara. The deployed staff has to performed duties as decided by DFCCIL.

**4.2 Selection of Successful Bidder (Manpower Service Provider Agency)**

4.2.1 The successful bidder would be selected on the basis of least commission quoted by the bidder on the gross pay payable to the outsourced persons as indicated in **Annexure-I**.

4.2.2 In case the least commission quoted be the bidders are same then the bidder having higher credential i.e. maximum services provided in terms of Man month in the last three years would be selected.

**4.3 Terms and conditions:-**

4.3.1 The Manpower Service Provider shall, if and when so requested by DFCCIL, will provide the placement services 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 persons required is enclosed in **Annexure-II**.

4.3.2 It shall be the responsibility of the Manpower Service Provider to verify the qualification and experience indicated by the hired staff in their profiles. Candidates will be examined for performing the defined functions by DFCCIL and DFCCIL reserves the right to verify and check the credentials and qualification of the hired staff. If during the course of engagement of any hired staff, 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 services of such staff immediately and shall provide suitable replacement within 15 days’ time.

4.3.3 If the performance of the hired staff is unsatisfactory, DFCCIL shall give a notice of 15 days to the Manpower service provider to take necessary action to improve the performance of the hired staff and if the performance does not improve even after 15 days of such communication, the Manpower Service Provider, shall provide a replacement acceptable to DFCCIL within 15 days’ time.

4.3.4 The Manpower Service Provider shall be liable for and pay salaries and also undertake to comply with all statutory liabilities like PF, compensation etc. including payment/contribution towards all statutory dues connected and/or related to the employment of the deputed sent to DFCCIL and shall keep the DFCCIL indemnified at all times against all claims, liabilities, losses and consequences in relation thereto and comply with all statutory requirements and subject to deduction of any tax or other amounts as required by law or as provided herein.

4.3.5 The Manpower Service Provider shall make actual disbursement of salary to the outsourced persons in various categories as agreed with DFCCIL(**Annexure-I**) and in no circumstances the actual disbursement shall be less than the agreed amount without prior written approval of DFCCIL.

4.3.6 The engagement of Manpower Service provider shall be subject to providing the agreed services to the satisfaction of DFCCIL. In case the services of the Manpower Service Provider are not found satisfactory, the same can be terminated by DFCCIL on giving a notice of one month.

4.3.7 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 the approval of DFCCIL.

4.3.8 The Manpower service provider shall provide other categories of staff also on hiring basis as per requirement of DFCCIL. The essential qualification / pay structure for



## **TenderNo.:"BRC/GEN/Outsource Staff/2018-19/45"**

such categories shall be decided by mutual agreement and the services will be provided at the agreed commission

### **4.4 Payment Terms**

- 4.4.1 The lump sum amount payable by DFCCIL to the Manpower Service Provider shall include the remuneration payable to the outsourced person (**Annexure-I**), besides the commission payable to the Manpower Service Provider and applicable GST.
- 4.4.2 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.
- 4.4.3 The aforesaid consideration 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 of completion of every calendar month.
- 4.4.4 TDS as per rule at the prevailing rate shall be deducted from the monthly bill. Form No.16 will be issued at the end of the financial year.
- 4.4.5 Actual expenditure incurred on TA/DA will be reimbursed, No Commission / GST will be paid to the contractor on TA / DA
- 4.4.6 The contractor should raise monthly bill of TA /DA expenditure of outsource staff along with the regular salary monthly bills.
- 4.4.7 A penalty of Rs.500.00 per incidence will be imposed on contractor in case of non compliance of any of condition / instruction issued by DFCCIL to any outsourced staff to perform journey due to non availability of sufficient amount with him/her to perform journey.
- 4.4.8 The contractor should keep sufficient amount / funds with outsourced employees of contractor to meet the expenditure towards TA/DA of outsourced staff during the contract period.
- 4.4.9 The rates for wages for office attendant / field man will be governed by minimum wages Act. As on date the prevailing notification No.1/38(1)/2018-LS-II Dt.28.09.2018 of Central Government Ministry of Labour Employment New Delhi is effective w.e.f. 01.10.2018 and this will be treated as the reference rate for calculating the proportionate increase over the tendered rates. In addition to minimum wages, the V.D.A. as per prevailing rates will be paid to the staff.
- 4.4.10 The payment to contractor will be made within 10 days on receipt of complete set of bills i.e. along with all required related documents attached with the bills.
- 4.4.11 The Manpower Service provider will ensure before raising the bill on DFCCIL for the services rendered by outsource persons, the salary / remuneration payable to outsource persons is to be paid & proof of payment should be annexed with the salary bills.
- 4.4.12 The monthly payment to the outsourced personnel shall be made as per accepted rates by 5<sup>th</sup> of every months. In case, if 5<sup>th</sup> day happened to be a holiday or subsequent days happen to be holiday, payment shall be made on the next working day. In case of delay of monthly payment, penalty @Rs.200.00 per day will be deducted. The CTC/remuneration of outsource staff may be kept keeping in view the guidelines issued from time to time by /govt. of India as per Minimum Wages Act 1948.
- 4.4.13 Sample of Invoice / Bill format showing various taxes, deduction and net payable amount for monthly payment is at Annexure – III.
- 4.4.14 Uniform to office attendant, field man & peon shall be provided by contractor to the staff engaged by Manpower Service Provider and reimbursement shall be done by DFCCIL @ Rs.1500.00 per year for 2 sets in a year.
- 4.4.15 The lump sum amount payable by DFCCIL to the Manpower Service Provider shall include the remuneration payable to the outsourced person (Annexure-I), besides the commission payable to the Manpower Service Provider and applicable GST.
- 4.4.16 The payment of Bonus occurred shall be paid to employee on the occasion of Diwali or any date as specified date by DFCCIL.

**TenderNo.:"BRC/GEN/Outsource Staff/2018-19/45"**

**4.5 Obligations of the Manpower Service Provider**

- 4.5.1 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.
- 4.5.2 The Manpower Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by the client and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.
- 4.5.3 The Manpower Service Provider shall adhere to and comply with all the laws that may be applicable to them and will extend all the benefits/privileges as applicable to persons engaged/employed by them including that of Provident Fund, ESI, Workmen's.
- 4.5.4 Compensation Act, Bonus, Gratuity, Minimum Wages Act and Leave , etc. In case of any breach of any law, rules, notifications applicable to the employees of the Manpower Service Provider, the Manpower Service Provider alone shall be responsible and liable for any act(s) of omission committed by any employee, agent, representative, attorney, and person(s) engaged/employed by them for discharging the obligations under this Contract. The Manpower Service Provider shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to DFCCIL regarding such compliance.
- 4.5.5 The Manpower Service Provider shall decide the modus operandi to engage men by them for rendering proper and efficient services and to confirm to the prescribed standards. 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.
- 4.5.6 No relationship of employer and employee shall be entertained between the DFCCIL and the persons engaged by the Manpower Service Provider. The Manpower Service Provider shall ensure that all persons employed by them are efficient, skilled, honest and conversant with the nature of work as required.
- 4.5.7 The Manpower Service Provider shall submit the Experience Certificate of the outsource persons for the last two years and also verify and certify satisfactory character and antecedent records of them.
- 4.5.8 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).
- 4.5.9 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.
- 4.5.10 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.
- 4.5.11 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. These attendance rolls shall be signed by the proprietor of the Manpower Service Provider or his authorized representative daily who shall get it verified by the designated officer of DFCCIL.
- 4.5.12 Upon a written /oral request being made by DFCCIL in that regard the Manpower Service Provider will, within 24 hours of receipt of such request, discontinue the manpower found to be unsatisfactory or otherwise objected to by

### **TenderNo.:"BRC/GEN/Outsource Staff/2018-19/45"**

DFCCIL for any reason and shall promptly take action with a view to continue rendering satisfactory services. On receipt of this request, DFCCIL will not be obliged to pay the amount in respect of the discontinued Services.

- 4.5.13 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.
- 4.5.14 The Manpower Service Provider may please that Services similar to those covered by this Contract are being or may hereafter be rendered in the premises by the other entities also and will not, at any time, object to or interfere in any manner with the rendering of such Services by any such other entities.
- 4.5.15 The Manpower Service Provider must also be able to arrange for the replacement of the existing outsourced person, as per the instructions of DFCCIL.
- 4.5.16 The engagement of outsourced person shall be purely on temporary and on contract basis. The Manpower Service Provider shall at all times make it absolutely clear to the staff hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment to DFCCIL. Any staff hired for DFCCIL can be removed at 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 15 days' time.
- 4.5.17 The services of the outsourced person engaged are liable to be transferred anywhere in same city from one department to another and one branch to another without any extra remuneration depending on the exigencies of the work.
- 4.5.18 The services of the outsourced persons shall at all-time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interest, credits and prestige of DFCCIL.
- 4.5.19 The Manpower Service Provider shall ensure that complete confidentiality is maintained by it and all its outsourced person with regard to information relating to DFCCIL, its premises, clients, business, assets, affairs and employees and that neither the Manpower Service Provider nor its persons will any time divulge or make known to any third parties, any trust, any details about accounts, matters or transactions whatsoever pertaining to DFCCIL and its associate entities which may in any way come to their knowledge or attention.
- 4.5.20 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 cases 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.
- 4.5.21 It is mandatory that Manpower Service Provider provides adequate insurance 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 them. 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 act all times so keep the requisite policies running.
- 4.5.22 For any employee leaving the services, agency will have to give a notice of at least 15 days in advance. A no dues certificate shall be taken from DFCC before the date of relieving failing which dues shall be recovered from the agency.

#### **4.6 Working Hours of Hired staff**

- 4.6.1 The total weekly working hours for the outsourced personnel shall be 8 hrs. a day for 6 days in a week. However, the timings may be changed without any overall impact on the total period of duty as per requirement of operation. The personnel would get a day off every week, National Holiday along with General Holidays as being declared by Divisional Railway Office/Vadodara. Proportionate additional payment will be made for attending office on Sunday/holiday or extra hour worked during the working days if required by DFCCIL.

**TenderNo.:“BRC/GEN/Outsource Staff/2018-19/45”**

**4.7 Facilities to the Outsourcing Staff**

**(i) T.A. Entitlement (Office Assistant/Computer Operator)**

|     |                     | For Metro City   |                           | For other than Metro City |                           |
|-----|---------------------|--|---------------------------|---------------------------|---------------------------|
|     |                     | for stay less than 8 hrs.  | for stay more than 8 hrs. | for stay less than 8 hrs. | for stay more than 8 hrs. |
| 01. | Daily Allowance     | Rs.250.00  | Rs.500.00                 | Rs.200.00                 | Rs.400.00                 |
| 02. | Night Stay charges  | Rs.500.00  |                           | Rs.400.00                 |                           |
| 03. | Night Travel Charge | Rs.150.00 for journey performed more than 04 Hrs. between 10.00 p.m. to 06.00 a.m. |                           |                           |                           |

**(ii) T.A. Entitlement (Office Attendant & field man)**

|     |                     | For Metro City   |                           | For other than Metro City |                           |
|-----|---------------------|--|---------------------------|---------------------------|---------------------------|
|     |                     | for stay less than 8 hrs.  | for stay more than 8 hrs. | for stay less than 8 hrs. | for stay more than 8 hrs. |
| 01. | Daily Allowance     | Rs.150.00  | Rs.300.00                 | Rs.150.00                 | Rs.250.00                 |
| 02. | Night Stay charges  | Rs.400.00  |                           | Rs.300.00                 |                           |
| 03. | Night Travel Charge | Rs.100.00 for journey performed more than 04 Hrs. between 10.00 p.m. to 06.00 a.m. |                           |                           |                           |

**NOTE:-**

- i) For outstation duty the actual fare of Bus (non AC)/Train (SL Class) will be reimbursed.
- ii) The entitlement of TA is for those employee only who are deputed to perform their duty beyond Vadodara Municipal area.
- iii) For local movement conveyance charges will be paid @ Rs.6.00 per km. subject to minimum of 2.5 kms. This shall be based on self declaration of the staff and duly certify by the officer deputing the staff.

**4.8 Obligation of DFCCIL**

4.8.1 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 provisions of law for the time being in force, ensure full and timely payments for the Services as provided in this Contract.

**4.9 Scope of Service**

4.9.1 In performing the terms and conditions of the Contract, the Manpower Service Provider shall at all Times act as an Independent Manpower Service Provider. The Contract does not in any way create a relationship of principal and agent between DFCCIL and the Manpower Service Provider. The Manpower Service Provider shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this Contract between the parties evidenced by it is on a principal to principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The employees of the Manpower Service Provider shall never under any circumstances whatsoever, be entitled to claim themselves to be the employees of the DFCCIL..

**4.10 Other terms and Termination**

- 4.10.1 Contract shall be deemed to have commenced as on and from the date mentioned in Letter of Acceptance & can further be extended (if required by DFCCIL) on existing terms and conditions..
- 4.10.2 Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this contract by giving to the other 30 days written notice.
- 4.10.3 Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.
- 4.10.4 In future, if CTC revised by Corporate Office then agency has to make payment of revised CTC at the same rate of agency's commission/service charges.
- 4.10.5 The maximum age for all the categories will be 65 years and staff deployed should

**TenderNo.:"BRC/GEN/Outsource Staff/2018-19/45"**

have good health.

- 4.10.6 The manpower service provider shall depute a coordinator, out of the deployed personnel, who would be responsible to immediate interaction with this office so that the optimal services of the persons deployed by the agency could be availed without any disruption. No extra payment will be made by DFCCIL on this account.
- 4.10.7 The contractor has to submit the copy of Police Verification of all the staff provided as per schedule of quantity – I within SIX months from the date the staff put in services as per LOA. Further, it should be ensured by the contractor that during the currency of contract if any of staff required to be changed, it should be ensure by the contractor that only such staff having police verification should be deployed.
- 4.10.8 Contractors authorized representative (Owner/Director/Partner/Manger) shall personally contact nominated officer of DFCCIL/Vadodara once a month to get a feed back on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient or any other related issues.
- 4.10.9 In case of death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.
- 4.10.10 Agency / Service provider should have / will have to open their office in Vadodara & give details & address along with name of person, Office Telephone number etc. of Vadodara office & submit the registration certificate of establishment issued by Vadodara Muncipal Corporation under Shops & Establishment Act 1948 in reasonable time before executing Contract Agreement, failing which the EMD will be forfeited.

**4.11 Security for ensuring timely payment of remuneration / fee payable to outsourced persons**

- 4.11.1 The manpower service provider will ensure that before raising the bill on DFCCIL for the services rendered by outsourced persons, the fee payable to outsourced person is paid on or before the 5th day of the following months and a proof of payment shall be annexed to the monthly bills. The contractor / firm should keep separate fund amounting to Rs.10, 000.00 with any of his out sourced staff deployed to DFCCIL for meeting day to day expenses like TA & DA of outsource staff. DFCCIL will reimburse the said due amount (TA & DA) with the regular monthly bill.

**SECTION: 5**

**FINANCIAL-PROPOSAL**

**TenderNo.:"BRC/GEN/Outsource Staff/2018-19/45"  
Schedule of Approximate Quantities and Rates**

**Name of Work:** - Empanelment / Engagement of manpower service provider for providing various categories of outsourced staff for TWENTY-FOUR months in the jurisdiction of CGM/DFCCIL/Vadodara and Competent Authority at Bharuch & Surat.

**TenderNo.:"BRC/GEN/Outsource Staff/2018-19/45 "**

Pay Structure to be offered to the staff to be outsourced through Manpower Service Provider  
**Estimated Cost sheet**

| <b>A</b>  |               |                                     |                                     |             |                 |                |
|---|---------------|-------------------------------------|-------------------------------------|-------------|-----------------|----------------|
| <u>For CPM Office</u>   |               |                                     |                                     |             |                 |                |
| Category  | Unit          | CTC as per Minimum wage(Per Month)  | Tentative numbers of staff Required | Amount (Rs) | Contract Period | Amount (Rs)    |
| Steno/EA with 3 yrs. to 7 Yrs experience (Area B)-at DFCCIL/Vadodara (inclusive on 5% on minimum wage)                                | Per Man month | 20865.00                            | 1                                   | 20865.00    | 24              | 500760.00      |
| Steno/EA with 7 yrs. & above Experience (Area B)- at DFCCIL/Vadodara  | Per Man month | 22288.00                            | 1                                   | 22288.00    | 24              | 534912.00      |
| Off./Asstt./Computer operator (Area B) at DFCCIL/Vadodara   | Per Man month | 20113.00                            | 8                                   | 160904.00   | 24              | 3861696.00     |
| Auto Cad operator 7 yrs. & above Experience (Area B)-at DFCCIL/Vadodara *less than 7 Year but Minimum 3 Year than 15% will paid less. | Per Man month | 24953.00                            | 1                                   | 24953.00    | 24              | 598872.00      |
| Attendent Area B)-at DFCCIL/Vadodara  | Per Man month | 17296.00                            | 8                                   | 138368.00   | 24              | 3320832.00     |
| Field Man (Area B)-at DFCCIL/Vadodara   | Per Man month | 17296.00                            | 6                                   | 103776.00   | 24              | 2490624.00     |
| TOTAL AMOUNT for 24 Month (Rs.)   |               |                                     |                                     |             |                 | 11307696.00    |
| <b>B</b>  |               |                                     |                                     |             |                 |                |
| <u>For SLAO Office/Bharuch</u>  |               |                                     |                                     |             |                 |                |
| Category  | Unit          | CTC as per Minimum wage(Per Month)  | Tentative numbers of staff Required | Amount (Rs) | Contract Period | Amount (Rs)    |
| Attendent/Field Man etc. (Area C)-With SLAO Bharuch   | Per Man month | 14342.00                            | 1                                   | 14342.00    | 24              | 344208.00      |
| Off./Asstt./Computer operator.(Area C)-With SLAO Bharuch  | Per Man month | 17296.00                            | 1                                   | 17296.00    | 24              | 415104.00      |
| TOTAL AMOUNT for 24 Month (Rs.)   |               |                                     |                                     |             |                 | 759312.00      |
| <b>C</b>  |               |                                     |                                     |             |                 |                |
| <u>For SLAO Office/Surat</u>  |               |                                     |                                     |             |                 |                |
| Category  | Unit          | CTC as per Minimum wage(Per Month)  | Tentative numbers of staff Required | Amount (Rs) | Contract Period | Amount (Rs)    |
| Attendent/Field Man etc. (Area B)-With SLAO Surat   | Per Man month | 17296.00                            | 1                                   | 17296.00    | 24              | 415104.00      |
| Off./Asstt./Computer operator. (Area B)-With SLAO Surat   | Per Man month | 20113.00                            | 1                                   | 20113.00    | 24              | 482712.00      |
| TOTAL AMOUNT for 24 Month (Rs.)   |               |                                     |                                     |             |                 | 897816.00      |
| Gross Total(A+B+C): One Crore Twenty Nine Lakhs Sixty Four Thousand Eight Hundred Twenty four Only                                    |               |                                     |                                     |             |                 | 1,29,64,824.00 |
| Service Charge in term of percentage (%)<br><b>Above only</b><br>(To be quoted by Tenderer)   |               | In Figure .....%<br>In words .....% |                                     |             |                 |                |

**Note:** The Manpower Service Provider on award of work shall submit the breakup of monthly CTC in various components including statutory provisions. The Manpower service provider shall submit proof of

**TenderNo.:"BRC/GEN/Outsource Staff/2018-19/45"**

payments of employees on monthly basis along with regular salary bill and proof of payment of statutory deductions on quarterly yearly basis. In case of default in payment of statutory provisions by the Manpower service provider, DFCCIL shall deposit the amount of statutory provisions and shall be entitled to deduct the same from any amount outstanding or payable to Manpower service provider or the Manpower Service Provider shall reimburse the same to DFCCIL. Any savings in CTC made by the Manpower Service Provider, for any reason what so ever shall accrue to DFCCIL.

1. Tenderer(s)'s have to quote the commission/ Service charges in terms of percentage - % (common for item A, B & C of Section 6) in the respective column. The offer should be quoted both in figure and words.
2. The complete documents should be scanned and upload with the signature on all pages of the documents
3. GST at applicable rate shall be reimbursed extra on submission of proof of payment of same with concerned Govt. authority.
4. Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of DFCCIL.
5. Deduction of EPF will be as per norms issued time to time by Govt. of India.
6. The above-mentioned gross pay includes all statutory deductions applicable as per extent rules expect GST.
7. In future, if CTC is revised by corporate office then agency has to make payment of revised CTC at the same rate of agency's commission/service charges.
8. The Head quarter of one Office Asstt. & one peon each will be at Bharuch & Surat in the office of CA & LAO's.
9. Minimum wages rates / V.D.A (as applicable for Central Govt.) will be calculated/revised as per notification issued from time to time by Ministry of Labour& Employment New Delhi.
10. In the event of receiving same rates from two or more bidders, the rate quoted by bidder having higher contractual receipts in last three financial years and in current financial year, duly certified by Chartered Accountant, will be given preference.
11. Offers wherein percentage is not quoted correctly in figure / word, the bid will be summarily rejected.

**Eligibility condition/Qualification for various categories of outsourced staff**

|   | <b>Essential Qualification</b>   |
|---|--|
| <b>Steno</b>  | a) Graduation OR three years Diploma in Office Management.<br>b) Dictation (10 minutes @80 words per minute)<br>c) Transcription (50 minutes-English-on computer)<br>d) MS Office (Word, Excel & Power Point)<br>e) Minimum Three years & above relevant experience.<br>f) 15% extra on basic if relevant experience is more than 7 years. |
| <b>Auto CAD Operator</b>                                | a) Graduation.<br>b) Certificate in Auto CAD operation.<br>c) Minimum Three years & above relevant experience  |
| <b>Office Assistant/<br/>Computer Operator</b>          | a) Graduation OR Three Year Diploma in Office Management.<br>b) MS Office (word, Excel, and Power point)<br>c) Minimum Three years & above relevant experience.  |
| <b>Attendant including<br/>housekeeping / Field man</b> | a) Passed 10th standard  |



## LEAVE RULES

1. **Casual Leave:**

One day's casual paid leave for every month during the calendar year. Un-availed casual leave will be lapse on 31st December of every year and cannot be encashed. (The sanctioning of the leave will be decided by DFCCIL/Railway)

2. **Privilege Leave:**

On completion of every 04 months of continuous employment in DFCCIL, five (05) days paid privilege leave will be admissible which shall laps on 31st December of every year and cannot be encashed. (The sanctioning of the leave will be decided by DFCCIL/Railway)

**Self Certificate**

a. I/We have downloaded the tender form from the internet site [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) and I/we have not tampered/ modified the tender documents in any manner. In case the same is found tampered/modified, I/We understand that my/our offer shall be summarily rejected and I/we are liable to be banned from doing business with the DFCCIL and/or prosecuted as per law.

b. I/we are submitting a demand draft No.....dated .....issued by ..... for Rs.....towards the cost of tender form.

c. I/We certified that I/we am/are not black listed or debarred by DFCCIL or Railways or any other Ministry/Department of the Government of India/State Government from participation in tenders/contract on the date of opening of tenders/Tenders.

Signature of the Tenderer/s:

**FORM OF AGREEMENT**

(To be executed on requisite value of stamp papers)

**AGREEMENT**

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year) between Dedicated Freight Corridor Corporation of India Limited (DFCCIL ), a company incorporated under the companies Act. 1956 and having its Office, 4<sup>th</sup> Floor, A Block, Narmada Nahar Bhavan, (Sardar Sarovar Narmada Nigam Ltd., Office) Chhani Jakat Naka, Vadodara – 390 002 (hereinafter referred to as “DFCCIL” which expression shall, where the context admits, include its successors and assigns) OF THE ONE PART

AND

M/S. \_\_\_\_\_ having its office at \_\_\_\_\_ (hereinafter referred to as “Hiring of Vehicle Provider” which expression shall, where the context admits, include their legal heirs executors, administrators, successors and assigns in business) OF THE OTHER PART

WHEREAS:-

The Employer is desirous that certain works should be executed by the Vehicle Provider viz. Tender NO. “BRC/GEN/Outsource Staff/2018-19/45”

1. (Hereinafter called “the works”, and has accepted a Bid by the Service provider for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. 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. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a) Letter of Acceptance of Tender
  - b) Notice Inviting Tender
  - c) Instructions to the Tenderers
  - d) Conditions of the Contract
  - e) Schedule of approximate quantity
3. In consideration of the payments to be made by the DFCCIL to the contractor as Herein after mentioned, the contractor hereby covenants with the DFCCIL to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The DFCCIL hereby covenant 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 write

(Name, Designation and address of the signatory)

(Name, Designation and address of the authorized signatory)

Signed for and on behalf of the DFCCIL  
in the presence of:

Signed for and on behalf of the Contractor

Witness:

Witness:

1.

1.

2.

2.

Name & address of the witness to be mentioned

**FORM OF IRREVOCABLE GUARANTEE BOND FOR PERFORMANCE GUARANTEES (PG).**

The Bank Guarantee (BGs) to be submitted by the suppliers/ contractors should be sent directly to “4<sup>th</sup> Floor, A Block, Narmada Nahar Bhavan (Sardar Sarovar Narmada Nigam Ltd.), Channi Jakat Naka, Vadodara – 390 024 ” by the issuing Bank under Registered Post A. D.).

To.  
Chief General Manager; DFCCIL;  
4th Floor, A Block, Narmada Nahar Bhavan  
(Sardar Sarovar Narmada Nigam Ltd.,)  
Channi Jakat Naka, Vadodara – 390 024

In consideration of the Chief General Manager; DFCCIL (hereinafter called “ DFCCIL”) having agreed to accept from.....hereinafter called “the said Contractor/s”), under the terms and conditions of an Agreement/ Acceptance letter dated.....made between.....and.....(hereinafter called “the said Agreement”)the Performance Guarantee for the due fulfillment by the Contractor/s of the terms and conditions in the said Agreement on production of 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 under take to pay the Government an amount not exceeding Rs.....against any loss or damage caused to or suffered by or would be caused to or suffered by Government by reason of any breach by said Contractor(s) of any of the terms or conditions contained in the said Agreement.

1. 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 demand from the DFCCIL stating that the amount claimed is by way of loss or damage caused to or suffered by the DFCCIL by reason of 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 Agreement, any such demand made on the Bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....

2. We under take to pay to the DFCCIL any money so demanded notwithstanding any dispute or disputes raised by contractor(s)/ suppliers(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractors(s)/ supplier(s) shall have no .....against us for making such payment.

3. We, .....(indicate the name of the 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, including Maintenance/ Warrantee Period, and it shall continue to be enforceable till dues of the DFCCIL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till .....office/Department/ DFCCIL certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the ..... we shall discharge from all liability under this guarantee thereafter.

**TenderNo.:"BRC/GEN/Outsource Staff/2018-19/45"**

4. We, .....(indicate name of the Bank) further agree with the DFCCIL that the DFCCIL shall have the fullest liberty without our consent and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the DFCCIL against the said contract and to forebear or enforce any of the 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 contractor/s or for any forbearance act or omission on the part of the DFCCIL or indulgence by the DFCCIL to the said contractor(s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This guarantee will not be discharged due to change in the constitution of the bank or the Contractor(s)/ Supplier(s).
6. We, .....(indicate the name of Bank) .....undertake not to revoke this guarantee during its currency except with the previous consent of the DFCCIL in writing.

Dated this.....day of ..... 20.....

For. \_\_\_\_\_

(Indicate the name of the Bank)

Signature of Tenderer(s)

**(Applicable in case of contract cost exceed Rs.1 Crore)**

**PRE-CONTRACT INTEGRITY PACT**

**General**

This pre bid pre contract Agreement (hereinafter called the Integrity Pact) is made on .....the day of the month of .....2018, 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 on behalf of the President of India.

Now, THEREFORE,

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 their 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

## **TenderNo.:“BRC/GEN/Outsource Staff/2018-19/45”**

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 himself 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] or in furtherance to secure it and in particular committee 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 if 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/authorised 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 filing of tender.  
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

## **TenderNo.:“BRC/GEN/Outsource Staff/2018-19/45”**

3.13 The [A] shall not lend to or borrow any money from or enter into any monetary dealing 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 exclusion 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 Deposit/Bid Deposit**

- 5.1 While submitting commercial bid, the [A] shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money Deposit/Bid Deposit, with the Client through any of the following instruments: -
- i. Bank Draft or a Pay Order in favour 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 for payment.
  - iii. Any other mode or through any other instrument (to be specified in RFP).
- 5.2. The Earnest Money Deposit/Bid Deposit shall be valid up to a period of five years or the complete conclusion of contractual obligations to the complete satisfaction of both the Bidder and the Client, including warranty period, whichever is later.
- 5.3 In the case of 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 the 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 the Client to the [A] on Earnest Money Deposit/Bid 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/Bid 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 a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the [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/warranty bond, if furnished by the [A], in order to recover the payments, already made by the Client, along with interest.
  - vi. To cancel all or any other contract 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].



## **TenderNo.:“BRC/GEN/Outsource Staff/2018-19/45”**

- vii. To debar the [A] from participating in future bidding processes 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](s) to any middleman or agent or broker with a view to securing the [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 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 the 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 /systems or sub-system was supplied by the [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 ( Name & Address of 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 representative 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 applicable to Subcontractors. The Monitor shall be under 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 proposals 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

**TenderNo.:“BRC/GEN/Outsource Staff/2018-19/45”**

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 up to 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 remains 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. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

Note:

[A] - To be replaced by Bidder/Seller/Consultancy/Consultancy firm/Service provider as the case may be.

[B] - To be replaced by Contract/Supply Contract/Consultancy Contract/ Works Contract as the case may be.

**Performa for Affidavit. {On the Letterhead of the Bidder}**

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

Signature of Proprietor/Director/Partner  
With official stamp

**Annexure-VIII**

**Details of works completed in last three financial years including current financial year**

| S N | Name of Work | Acceptance letter no | Date of Acceptance letter | Organization for whom work is being done | Final Cost of Work | Date of commencement of Work | Date of Actual completion of Work | Certificate / Credential available at Page No | Remarks |
|-----|--------------|----------------------|---------------------------|--|--------------------|------------------------------|-----------------------------------|---|---------|
| 1   | 2            | 3                    | 4                         | 5  | 6                  | 7                            | 8                                 | 9   | 10      |
|     |              |                      |                           |  |                    |                              |                                   |   |         |
|     |              |                      |                           |  |                    |                              |                                   |   |         |
|     |              |                      |                           |  |                    |                              |                                   |   |         |
|     |              |                      |                           |  |                    |                              |                                   |   |         |
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|     |              |                      |                           |  |                    |                              |                                   |   |         |
|     |              |                      |                           |  |                    |                              |                                   |   |         |
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|     |              |                      |                           |  |                    |                              |                                   |   |         |

**NOTE:-**

The tenderer/s must attach performance certificate issued by the organizations for whom the work was carried out.

The information furnished above shall be supported by authentic documents with page no mentioned clearly above. The copies of documents submitted should be self-attested.

Signature of the Tenderer/s: -

## Annexure-IX

## Details of works under progress in last three financial years including current financial year

| S<br>N | Name of Work | Acceptance letter no | Date of Acceptance letter | Organization for whom work is being done | Final Cost of Work | Date of commencement of Work | Date of Actual completion of Work | Certificate /Credential available at Page No | Remarks |
|--------|--------------|----------------------|---------------------------|--|--------------------|------------------------------|-----------------------------------|--|---------|
| 1      | 2            | 3                    | 4                         | 5  | 6                  | 7                            | 8                                 | 9  | 10      |
|        |              |                      |                           |  |                    |                              |                                   |  |         |
|        |              |                      |                           |  |                    |                              |                                   |  |         |
|        |              |                      |                           |  |                    |                              |                                   |  |         |
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|        |              |                      |                           |  |                    |                              |                                   |  |         |
|        |              |                      |                           |  |                    |                              |                                   |  |         |
|        |              |                      |                           |  |                    |                              |                                   |  |         |

**NOTE:-**

The tenderer/s must attach performance certificate issued by the organizations for which the work was carried out.

The information furnished above shall be supported by authentic documents with page no mentioned clearly above. The copies of documents submitted should be self-attested.

Signature of the Tenderer/s: -

Annual Contractual Turnover of as three financial year

| Sr. No | Financial Year | Audited Balance sheets / TDS Certificates | Amount (Rs) | Page no |
|--------|----------------|---|-------------|---------|
|        |                |   |             |         |
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**TenderNo.:“BRC/GEN/Outsource Staff/2018-19/45”**

**Annexure XI**

**SAMPLE BILL / INVOICE FORMAT**

**Agency Name:-**

To, Dedicated Freight Corridor Corporation of India Ltd.  
4th Floor, Block “A”, Narmada Naher Bhavan, (Sardar Sarovar Narmada Nigam Ltd Office), ChhaniJakat Naka, Vadodara – 390 024  
Tel.: +91-265-2760229, Fax: 0265-2760327, Web: www.dfccil.gov.in  
Salary for the Month of .....

| <b>Payable days</b> | <b>30</b>       |  |                             |                            |                            |   |                         |                   |   |                         |                          |                              |                               |                 |                                 |                         |
|---------------------|-----------------|--|-----------------------------|----------------------------|----------------------------|---|-------------------------|-------------------|---|-------------------------|--------------------------|------------------------------|-------------------------------|-----------------|---------------------------------|-------------------------|
| <b>Sr. No.</b>      | <b>Category</b> | <b>Minimum Wages Central Government as on 19.01.2017 (Basic)</b> | <b>VDA as on 01.10.2018</b> | <b>Gross Pay/Per Month</b> | <b>ESIC @1.75% (Gross)</b> | <b>EPF @12% on gross of Rs.15000 on gross</b> | <b>Professional Tax</b> | <b>NET SALARY</b> | <b>Statutory Allowance on basic pay 5%extra</b> | <b>Total net salary</b> | <b>ESIC @4.75% gross</b> | <b>EPF @13.15 % on gross</b> | <b>BONUS @8.33 % on gross</b> | <b>CTC</b>      | <b>Agency commission @1.95%</b> | <b>Bill Amount Rate</b> |
| 1                   | 2               | 3  | 4                           | 5                          | 6                          | 7   | 8                       | 9                 | 10  | 11                      | 12                       | 13                           | 14                            | 15              | 16                              | 17                      |
|                     |                 |  |                             | (3+4)                      | (5*1.75%)                  | (5*12%)                                       |                         | (5-6-7-8)         |   | (9+10)                  | (5*4.75%)                | (5*13.15 %)                  | (5*8.33 %)                    | (5+10+12+13+14) | (15*1.95%)                      | (15+16)                 |

**CHECKLIST**

Tender No: "BRC/GEN/Outsource Staff/2018-19/45"

**Name of Work:** Empanelment / Engagement of manpower service provider for providing various categories of outsourced staff for TWENTY-FOUR months in the jurisdiction of CGM/DFCCIL/Vadodara and Competent Authority at Bharuch & Surat.

Name of tenderer:

| Sr.No | Items Description   | Reference              | Ensure the Compliance |
|-------|---|------------------------|-----------------------|
| 1     | Tender document fee   | Section 1 para 5       | Yes/No                |
| 2     | Earnest Money Deposit/Bid Deposit   | Section – 1 para 6     | Yes/No                |
| 3     | Tenders (s) credentials   | Section – 3 para 3.9   | Yes/No                |
| 4     | Copy of Partnership deed or Article of Association or ownership certificate | Section – 3 para 3.6   | Yes/No                |
| 5     | Brief details of the bidder   | Section – 3 para 3.10  | Yes/No                |
| 6     | Forwarding letter by tenderer   | Page 3                 | Yes/No                |
| 7     | Instructions to bidder for online submission                                | Page No.4-6            | Yes/No                |
| 8     | Authorization letter in favor of person signing the bid documents           | Section – 3 Clause 3.6 | Yes/No                |
| 9     | Pre-Contract Integrity Pact   | Annexure V             | Yes/No                |
| 10    | Check-list  | Annexure XII           | Yes/No                |



**END  
OF DOCUMENT**