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**Rendering housekeeping services for CPM/DFCCIL, Ambala Office and providing Outsourcing Staff for CPM/DFCCIL, Ambala unit as well as various Competent Authorities in the jurisdiction of CPM/DFCCIL/Ambala.**

**CPM/UMB/EN/Tender. Housekeeping**

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD  
(A GOVT. OF INDIA ENTERPRISE)**

AMBALA UNIT

TENDER DOCUMENT

**Rendering housekeeping services for CPM/DFCCIL, Ambala Office and providing Outsourcing Staff for CPM/DFCCIL, Ambala unit as well as various Competent Authorities in the jurisdiction of CPM/DFCCIL/Ambala.**

**CPM/UMB/EN/Tender. Housekeeping**

August, 2012

Dedicated Freight Corridor Corporation of India Ltd.,  
Old Railway Colony (Near Anand Market),  
Ambala Cantt.-133001  
Telefax: 0171-2612412

**Dedicated Freight Corridor Corporation of India Ltd.,**  
Old Railway Colony (Near Anand Market),  
Ambala Cantt.-133001

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Section – 1(i)  
**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.**  
**(A Govt. of India Enterprise)**  
**TENDER NOTICE**

**No CPM/UMB/EN/Tender. Housekeeping**

**Dated: 29.08.2012**

CHIEF PROJECT MANAGER, DFCCIL, Old Railway Colony (Near Anand Market), Ambala Cantt. for and on behalf of DFCCIL invites sealed open tenders for the following work:

<b>SNo</b>	<b>Name of Work</b>	<b>Date &amp; Time of Opening</b>	<b>Cost of Tender Form</b>	<b>Approx. Cost</b>	<b>Bid Security/ Earnest Money</b>
1	<p>Rendering housekeeping services for CPM/DFCCIL, Ambala Office and providing Outsourcing Staff for CPM/DFCCIL, Ambala unit as well as various Competent Authorities in the jurisdiction of CPM/DFCCIL/Ambala.</p> <p><u>Completion Period- 24 Months</u></p>	<p><b>01.10.2012</b> in the office of CPM/ Ambala</p>	Rs.3000/-	Rs. 41,91,846 /-(Rs. Forty One lakh Ninety One Thousand Eight Hundered & Forty six only)	Rs.83,837/- (Rs Eighty Three Thousand Eight Hundred & Thirty Seven Only)

Tender form can be purchased from the office of CPM/Ambala at Old Railway Colony (Near Anand Market), Ambala Cantt.-133001 at 10:00 Hrs to 17:00 Hrs on working day up to **30.09.2012** and 10:00 Hrs to 12:00 Hrs on **01.10.2012** on payment (not refundable) in the form of Demand Draft/Bankers Cheque issued by any nationalized bank of India or any scheduled bank of India, in favour of DFCCIL, New Delhi, payable at New Delhi.

The tender document can be downloaded from the website [www.dfccil.org](http://www.dfccil.org).

CPM/Ambala

**Section – 1(ii)**  
**Dedicated Freight Corridor Corporation of India Ltd.,**  
Old Railway Colony (Near Anand Market),  
Ambala Cantt.-133001

To,

Chief Project Manager, DFCCIL,  
Old Railway Colony (Near Anand Market),  
Ambala Cantt.-133001

**Sub: Rendering housekeeping services for CPM/DFCCIL, Ambala Office and providing Outsourcing Staff for CPM/DFCCIL, Ambala unit as well as various Competent Authorities in the jurisdiction of CPM/DFCCIL/Ambala.**

**Ref: CPM/UMB/EN/Tender. Housekeeping Dt. 29 August-2012**

1. I /We..... have read the various conditions of tender attached hereto and hereby agree to adhere by the said conditions. I also agree to keep this tender open for acceptance for a period of **120 days** from the date fixed for opening the same and if I/We default thereof, I/We will be liable for forfeiture of my/our "Bid Security (Earnest Money Deposit)". I/We offer to do the work as set out in the Tender Document. I/We also agree to tender by the General Conditions of the Contract and to carry out the work according to the specification and Special Conditions of contract as laid down by the DFCC Administration for the execution of present contract.
  
2. A sum of Rs. ....is being submitted as **Bid Security (Earnest Money Deposit)** in the form of Demand Draft/ Bankers' Cheque No..... dated..... issued by..... (Name & Branch of Bank). The value of the Bid Security(Earnest Money) shall stand forfeited without prejudice to any other rights or remedies if:
  - i) I/We do not execute the contract agreement within 7 (seven) days of receipt of notice by the DFCC administration that such documents are ready:
  - ii) I /We do not submit a Performance Security in the form of Bank Guarantee equal to 5 (Five)% of contract value as per the Performa prescribed by DFCC, within 15 days of issue of Letter of Acceptance.
  - iii) I/We do not commence the work within 10 days after receipt of letter to proceed.
  
3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Tenderer/Contractor  
Contractor's Address

Signature of Witness & Name & Address of Witness

# Dedicated Freight Corridor Corporation of India Ltd.,

Old Railway Colony (Near Anand Market),  
Ambala Cantt.-133001

## Section 1

### Invitation for Bids (IFB)

Dear Sir/Madam

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1. The Chief Project Manager/Ambala for and on behalf of DFCCIL invites, open tender from the tendering firms / JVs for undertaking the work of Rendering housekeeping services for CPM/DFCCIL, Ambala Office and providing Outsourcing Staff for CPM/DFCCIL, Ambala unit as well as various Competent Authorities in the jurisdiction of CPM/DFCCIL/Ambala.

#### Scope of work for the subject tender includes:-

- (i) Rendering services for Housekeeping/Sanitation, Security services, Field Man, office assistant-cum computer operator-cum translator-cum steno & office attendant etc. for CPM/DFCCIL, Ambala Office and computer operators, office attendants for Competent Authorities in various districts in the jurisdiction of CPM/DFCCIL/Ambala.

## 2. DETAILS OF BID DOCUMENT

- 2.1 **Bidding documents:** Cost of the bid document is Rs. 3000/- (Rupees Three Thousand only). Bidders should enclose a demand draft / bankers cheque issued by any nationalized bank or any scheduled bank of india, in favour of DFCCIL, payable at New Delhi amounting to Rs. 3000/- towards the cost of Bid documents (in case tender documents are downloaded) along with their offer, failing which their offer shall be liable to be rejected.

- 2.2 **Bids must be accompanied by a Earnest Money deposit of Rs. 83,837/- (Rupees Eighty Three Thousand, Eight Hundred & Thirty seven Only)** by a crossed Demand Draft/fixed deposit receipt/ Bankers cheque **issued by any nationalized bank or any scheduled bank of India, in favour of DFCCIL, Payable at New Delhi. Bids received without earnest money shall be summarily rejected.**

- 2.3 **Submission of bids:**  
**Date and time for submission of offer:- up to 15.00 hrs on 01.10.2012.**

**Venue for submission of bids:-** Office of CPM/Ambala at Old Railway Colony (Near Anand Market), Ambala Cantt.-133001

- 2.4 **Time for opening of offer: - 15.30 hrs on 01.10.2012.**

- 2.5 If the date of opening is declared as holiday then the tender shall be accepted upto 15.00 hrs of the next working day and the same will be opened at 15.30 hrs on the same day i.e. next working day.
- 2.6 **Address for Communication:** Interested Bidders may obtain further information from the address given below.

**Chief Project Manager, DFCCIL, Old Railway Colony (Near Anand Market), Ambala Cantt.-133001, Ph.No. 0171-2612412.**

### **3. GENERAL**

- 3.1 Bid document is non-transferable. Bids received from bidders in whose name Bidding Document has been issued shall only be considered.
- 3.2 No extension in the Bid Due Date shall be considered on account of delay in receipt of Bid Document by post.

### **4. Validity of the Bid**

- 4.1 The bidders shall keep their offer open for a minimum period of **120 days** from the date of opening of the bid, extendable further if required by mutual agreement from time to time. Any contravention of the above condition shall make the bidder liable for forfeiture of his earnest money deposit. The bidders cannot withdraw their offer within the period of validity / extended validity.

### **5. TENDERING PROCEDURE.**

#### **5.1 Procedure for Submission of Bid**

This is a single stage one packet system of tendering. The bid consists of one packet/ envelope containing Technical Bid and Priced Bid from agencies. Each page of Bid must be signed and sealed by the bidder or his authorized representative in whose name power of attorney is issued.

The tender should be clearly written such as:

- Tender No.
  - Name of work
  - Date & Time of opening of tender
  - Name & Address of tenderer
- a. A list of similar works completed in last three years i.e., Current year and the last three financial years i.e. 2011-12, 2010-11, 2009-10 as per Performa given in Annexure
- b. Single rate should be quoted as percent above/below/at par for all the items.

#### **5.2 Tender opening**

The tenders shall be opened on the date of opening as indicated in the office of DFCCIL. The tendered percentage rates shall then be read out.

## **6. Organization Setup of bidder:**

- 6.1 The bidders must submit the list of work completed in the last three financial year giving description of work, organization for whom executed, approximate value of the contract at the time of award, date of award, date of scheduled completion of work, date of actual completion of the work and final value of the contract on appropriate format.
- 6.2 The time of completion for the instance work is two years therefore, to accomplish the work within the currency of the agreement, work has to be taken up simultaneously. To materialize this requirement, the bidder should be equipped with the adequate minimum personnel.
- 6.3 The bidder should submit list of List of Personnel / Organization available on hand and proposed to be engaged for the subject work.

## **7. Disqualification:-**

The bidder shall be disqualified if he is found to have shown poor performance in DFCCIL in ongoing or completed works during or prior to evaluation period.

## **8. ELIGIBILITY CRITERIA:-**

The bidder should have proper setup for housekeeping work. The authenticity of setup can be verified by DFCC officers before awarding the contract. Only experienced contractors in the work of outsourcing or housekeeping shall be considered. The contractor has to satisfy the eligibility criteria as laid down below.

As a proof of experience/competency, the tenderer should have experience of having executed similar works in the last three years with Government/Semi Government/PSU/reputed organization. Certificates to this effect of reputed hotels, company guest houses, for outsourcing work in any Government/Semi Government/PSU/ reputed organization shall be considered.

## **9. Time Schedule**

The total time for completion of work shall be **two years** from date of issue of Letter of acceptance by DFCCIL.

## **10. Rate**

- 10.1.** The contractor / bidder must quote a flat single percentage above/ below/at par of the total amount for schedule of tender as given in the tender schedule. **This percentage shall be applicable on each item of the schedule in consideration, uniformly.**
- 10.2.** Tenderers are required to give unconditional offers. **A conditional offer, having financial implication, is liable to be rejected.**



11. Earnest Money is liable to be forfeited in case of the following:
- 11.1. On revocation of tender due to increase in rates by the firm after opening of tenders but before the validity of the tender.
  - 11.2. On refusal to accept the work order after award of contract.
  - 11.3. If the work is not commenced on the stipulated date of start of the work awarded to the contractor.

Thanking you,

Yours faithfully,

**CPM/Ambala & Project Incharge  
For and on behalf of DFCCIL**

**Dedicated Freight Corridor Corporation of India Ltd.,  
(A Govt. of India Enterprise)**

**Section 2**

**Instructions to Tenders / Bidders (ITB)**

**1. Site visit:-**

The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the Site shall be at the Bidder's own expense

**2. Cost of Bidding:-**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**3. Language of Bid: -**

The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English.

**4. Currencies of Bid and Payment: -**

The bidder shall quote the unit rates and the prices entirely in the Indian Rupees.

**5. Period of Validity of Bids:-**

Bids shall be valid for a minimum period of 120 days from the date of opening of the tender. A bid valid for a shorter period shall be rejected by the employer as non responsive.

**6. Format and Signing of Bid:-**

Bid document shall be signed by a person duly authorized to sign on behalf of the Bidder. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

**7. Deadline for Submission of Bids:-**

Bids must be received by the Employer at the address and not later than the date and time indicated in the Bid document.

**8. Late Bids:-**

The Employer shall not consider any bid received after the deadline for submission of bids. Any bid received by the Employer after the deadline for submission of bids shall be declared late and rejected.

**9. Signing of Contract:-**

The successful bidder, whose tender has been accepted by the competent authority of DFCCIL, will be informed by the employer through a Letter of Acceptance. In response the successful bidder should sign the contract agreement within Seven days from the date of issue of acceptance letter.

**10. Corrupt Practices: -**

The Employer requires that bidders, suppliers, and contractors observe the highest standard of ethics during the execution of such contracts.

**11. Security deposit: -**

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

**12. Performance Security:**

- a. Within fifteen days of issue of Letter of Acceptance from the employer/ DFCCIL the successful tenderer shall furnish to employer/ DFCCIL a **performance guarantee in the form of irrevocable bank guarantee/FDR/TDR amounting to 5% of original contract value** from any scheduled or nationalized bank of India in the Performa attached at **Annexure-I**.
- b. Alternatively the firm can furnish the performance guarantee in the form of FDR from a scheduled or nationalized bank of India in favour of the employer i.e. DFCCIL.
- c. No payment under the contract will be made to the firm without receipt of performance guarantee from the firm.
- d. Failure of the successful tenderer to furnish the require performance guarantee shall be a ground for annulment of the contract and forfeiture of earnest money.
- e. In case of termination of contract on account of failure of the contractor, performance guarantee shall be encashed.
- f. In case the firm/ contractor fails to extend the validity of performance guarantee as desired by the employer then the employer may encash the performance guarantee of the firm/ contractor.
- g. Release of performance guarantee:-The performance guarantee shall be released to the firm only after the physical completion of the work based on the completion certificate issued by competent authority stating that contractor has completed the work in all respect satisfactorily.

**13. Price variation clause is not applicable for this contract.**

**Dedicated Freight Corridor Corporation of India Ltd.,  
(A Govt. of India Enterprise)**

**Section 3**

**Bid Data Sheet**

This section consists of provisions that are specific to the bid and supplement the information or requirements included in Section 1 – Instructions to Bidders.

<b>1</b>	The Tender number of the Invitation for Bids is <b><u>CPM/UMB/EN/Tender. Housekeeping:</u></b> <span style="float: right;"><b>Date : 29.08.2012</b></span>
<b>2.</b>	The Employer is: <b>Dedicated Freight Corridor Corporation of India Limited.</b>
<b>3</b>	<b>The name of the work is:</b> Rendering housekeeping services for CPM/DFCCIL, Ambala Office and providing Outsourcing Staff for CPM/DFCCIL, Ambala unit as well as various Competent Authorities in the jurisdiction of CPM/DFCCIL/Ambala.
<b>4</b>	<b>For <u>clarification purposes</u> only, the Employer's address is</b>  <b>Chief Project Manager, DFCCIL, Old Railway Colony (Near Anand Market), Ambala Cantt.-133001, Ph.No.0171-2612412</b>
<b>5</b>	The language of the bid is: <b>English</b>
<b>6</b>	The bid validity period shall be 120(One Hundred Twenty) days.
<b>7</b>	The Bidder should submit along with the bid, a bid security for <b>Rs.83,837/-</b> (Rs Eighty Three Thousand Eight Hundred & Thirty Seven Only)
<b>8</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: In case of Companies, a letter from the Company declaring the authorization given by the Board of Directors for signing the bid.
<b>9</b>	<b>For <u>bid submission purposes</u> only, the Employer's address is:</b> <b>Chief Project Manager, DFCCIL, Old Railway Colony (Near Anand Market), Ambala Cantt.-133001,</b> Country : India Telfax. No. : 0171-2612412 Phone No : 0171-2612412 The deadline for bid submission is: Date: <b>01.10.2012</b> Time: 15:00 hrs.
<b>10</b>	The bid opening shall take place in the office of : <b>Chief Project Manager, DFCCIL, Old Railway Colony (Near Anand Market), Ambala Cantt.-133001,</b> Country : India Telfax. No. 0171-2612412 Phone No 0171-2612412 The deadline for bid opening is: Date: <b>01.10.2012</b> Time: 15:30 hrs.

**Dedicated Freight Corridor Corporation of India Ltd.,  
(A Govt. of India Enterprise)**

**Section 4**

**GENERAL CONDITIONS OF CONTRACT**

General conditions of contract will form an integral part of the Bid and contract, which is enclosed along with the tender documents. In case of any deviation between conditions of contract and any other special condition & specifications of contract of this tender document, the special condition & specifications of contract of this tender document shall prevail. The 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.

**1. DEFINITIONS:**

Unless excluded by or repugnant to the context:

- i. The expression employer /DFCCIL as used in the tender papers shall mean the Dedicated Fright corridor Corporation of India Ltd.
- ii. The expression Corporation as used in the tender paper means Dedicated Fright corridor Corporation of India Ltd.
- iii. The expression “Department” as used in the tender papers shall mean Dedicated Fright corridor Corporation of India Ltd.
- iv. “Drawing” shall be mean the drawings referred to in specifications and any modifications of such drawings approved in writing by DFCCILs and such other drawings as may from time to time be furnished or approved in writing by the DFCCIL In Charge.
- v. DFCCIL/ “DFCCIL-in-charge” of the work shall mean the ‘Representative’ appointed by DFCCIL.
- vi. The “Site” shall mean the lands and / or other places in or through which the work is to be executed under the contract including any other lands or place used for the purpose of contract.
- vii. Part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- viii. The “Contract” shall mean The agreement entered into between the DFCCIL and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, designs, drawings, 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.
- ix. The “Contractor” 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.

- x. The “Contract sum” / “Contract price” shall mean the sum for which the tender is accepted.
- xi. 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.
- xii. A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- xiii. A “month” shall mean a calendar month.
- xiv. A “week” shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- xv. “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) was (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- xvi. “Temporary works” shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.
- xvii. “Urgent works” shall mean any measures, which in the opinion of the DFCCIL, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.
- xviii. Where the context so requires, word imparting the singular number only also include the plural number of vice-versa.

## **2. SECURITY DEPOSIT:**

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

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 completion of defect liability period of the satisfactory completion of the work.

## **3. SUPERVISION AND SUPERINTENDENCE**

**CONTRACTOR'S SUPERVISION** The Contractor shall supervise & direct the works efficiently & with his best skill & attention. He shall be solely responsible for means, methods, techniques, procedures & sequences of work. The Contractor shall co-ordinate all parts of the work and shall be responsible to see that the finished work complies fully with the contract documents, & such instructions & variation orders as the DFCCIL may issue during the progress of the works.

## **4. DFCCILS AND DFCCIL’S REPRESENTATIVES**

- a) The Employer shall appoint the DFCCIL’s Representative who shall carry out the duties assigned to him in the Contract. The DFCCIL’s staff shall include suitably qualified personnel and other professionals who are competent to carry out these duties.

- b) The DFCCIL shall carry out the duties specified or implied in the Contract. If the DFCCIL is required to obtain the Approval of the Employer before exercising a specified authority, as per the requirement in accordance with the contract. Any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the DFCCIL. The DFCCIL shall have no authority to amend the Contract nor to relieve the Contractor of any of its duties, responsibilities and obligations under the Contract.
- c) DFCCIL's Representative: Duties and Authority will in principle comprise the following :
  - i) Supervision of day to day work including quality and quantity.
  - ii) To hold site review meeting and review the Contractor's Programme of Work.
  - iii) To inspect the record of Contractor's personnel and equipment
  - iv) Certification, determination, instruction, opinion or evaluation of disputes
  - v) Superintendence of work as directed by the DFCCIL from time to time till final Bill is paid, Defect Liability period is over.
  - vi) To instruct the Contractor to remove unsuitable personnel form site of work.
  - vii) To submit recommendations to the contractor with reference to proposals of additional work and/or variations after obtaining the details from the Contractor.
  - viii) To submit recommendations to the contractor with reference to request for extension of time received from the Contractor.
  - ix) Certification of Contractor's Interim Payment and Final Payment applications.
- a) Any proposal, inspection, examination, consent, approval or similar act by the DFCCIL (including absence of disapproval) shall not relieve the Contractor from any responsibility including responsibility for his errors, omissions and discrepancies.
- b) The DFCCIL shall copy to the contractor for keeping record of all communications given or received by him in accordance with the Contract.
- c) For the purpose of the instant bid DFCCILs and DFCCIL's representative shall be nominated by the DFCCIL officials.

## **5. EMPLOYER'S/DFCCIL'S INSPECTION OF WORK**

- a) The Employer and the DFCCIL shall at all reasonable times have full access to all parts of the Site and be entitled to inspect, examine, measure and workmanship.
- b) The Contractor shall give the DFCCIL full opportunity to carry out these activities including providing access, facilities, permissions and safety equipments. No such activity/inspection shall relieve the Contractor from any obligation or responsibility.

## **6. REPRESENTATION OF WORK**

- a. Unless the Contractor's Representative is named in the Contract, the Contractor shall, within 14 days of Notice to Proceed, submit to the DFCCIL for consent the name and particulars of the person the Contractor proposes to appoint. The Contractor shall not revoke the appointment of the Contractor's Representative without the prior consent of the DFCCIL. The Contractor's Representative so nominated shall have full authority to act on behalf of the Contractor The Contractor's Representative shall give his whole time to directing execution of the Works. The Contractor's Representative shall receive (on behalf

of the Contractor) all notices, instructions, consents, approvals, certificates. Determinations and other communications under the Contract. Whenever the Contractor's Representative is to be absent from the Site, a suitable replacement person shall be appointed, with prior consent of DFCCIL.

- b. Failure on part of the Contractor to comply with these provisions shall constitute a breach.
- c. The Contractor's Representative may delegate any of his powers, functions and authorities to any competent person, and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing and shall not take effect until the DFCCIL has given prior consent thereto. The Contractor's Representative and such persons shall be fluent in the language of day to day communication and the Contractor shall be bound by and fully liable for the acts or omissions of the Contractor's Representatives or any of his employees and/or delegates, agents or nominees.

## **7. WORKMEN**

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

## **8. LAWS AND REGULATIONS:**

**Governing Law:** The contract documents shall be governed by the laws and by-laws of India.

## **9. SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT**

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

## **10. INCOME TAX**

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

## **11. SERVICE TAX**

Service Tax as applicable on gross value of each running account bill shall be reimbursed by DFCCIL after deposited by contractor to the Government as per prevailing law.



## 12. PERMITS, FEES, TAXES & ROYALTIES

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax, octroi and other Govt taxes **except service tax**. The service tax will be reimbursed extra if payable under law on submission of the documentary evidence. The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. 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.

## 13. STATUTORY INCREASE IN DUTIES, TAXES ETC

All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The tender shall be inclusive of all taxes levies, octroi etc. Further **DFCCIL** shall not honor any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc. At the time of quoting/bidding contractor should bear the above fact in mind.

## 14. DELAY AND EXTENSION OF CONTRACT PERIOD / LIQUIDATED DAMAGES

- (i) The time allowed for execution and completion of the works or part of the works as specified in the contract, shall be essence of the contract.
- (ii) As soon as it becomes apparent to the Firm/Contractor, that the work and / or portions thereof (required to be completed earlier), cannot be completed within the period(s) stipulated in the contract, or the extended periods granted, he shall forthwith inform the DFCCIL and advise him of the reasons for the delay, as also the extra time required to complete the work and / or portions of work, together with justification thereof. In all such cases, whether the delay is attributable to the Firm/Contractor or not, the Firm/Contractor shall be bound to apply for extension well within the period of completion / extended period of completion of the whole works and / or portions thereof.
- (iii) **Extension due to modifications:**-If any modifications are ordered by the DFCCIL or site conditions actually encountered are such, that in the opinion of the DFCCIL the magnitude of the work has increased materially, then such extension of the stipulated date of completion may be granted, as shall appear to the DFCCIL to be reasonable.
- (iv) **Delays not due to Employer:**-If the completion of the whole works (or part thereof which as per the contract is required to be completed earlier) , is likely to be delayed on account of:
  - i. Any force majeure event referred to in relevant Clause.
  - ii. Any relevant order of court or
  - iii. Any other event or occurrence which, according to the DFCCIL is not due to the Firm/Contractor's failure or fault, and is beyond his control. The DFCCIL may grant such extensions of the completion period as in his opinion reasonable.
- (v) **Delays due to Employer / DFCCIL.** In the event of any failure or delay by the Employer / DFCCIL in fulfilling his obligations under the contract, then such failure or delay, shall in no

way affect or vitiate the contract or alter the character thereof; or entitle the Firm/Contractor to damages or compensation thereof but in any such case, the DFCCIL shall grant such extension or extensions of time to complete the work, as in his opinion is / are reasonable.

## **15. DETERMINATION OF CONTRACT DUE TO FIRM/CONTRACTOR'S DEFAULT**

### **(i) Conditions leading to determination of' contract** If the Firm/Contractor

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

In any such case the DFCCIL on behalf of the Employer may serve the Firm/Contractor with a notice in writing to that effect and if the Firm/Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the DFCCIL, the Employer 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).

### **(ii) In such a case of termination, the Employer / DFCCIL may adopt the following course**

Carry out the whole or part of the work from which the Firm/Contractor has been removed by engaging another Firm/Contractor or deployment of other staff. Security deposit/earnest money of contractor shall be forfeited/encashed by DFCC in such case.

**(iii). DETERMINATION OF CONTRACT ON EMPLOYER /DFCCIL'S ACCOUNT**

- (a). The Employer / DFCCIL shall be entitled to determinate the contract, at any time, should, in the Employer / DFCCIL's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the Employer / DFCCIL of such termination and reasons therefore, shall be conclusive evidence thereof.
- (b). In case of determination of contract on Employer / DFCCIL's 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 such claims should be supported by the documents / vouchers etc., to the satisfaction of Employer / DFCCIL. The decision of the Employer / 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.

**16. FOSSILS ETC**

All fossils, coins, articles of value of antiquity and structures or other remains or things of geological or archaeological interest discovered on the site shall be deemed to be the property of the owner and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the DFCCIL of such discovery and carry out at the expenses of the DFCCIL's order as to the disposal of the same.

**17. LABOUR RULES**

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 Contract 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 regulations pertaining to payment of Minimum Wages Act as notified by C.G. Government applicable for Project Sites. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare PF & EI.

**18. FORCEMAJEURE**

War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut downs imposed by Government, acts of Legislative or other Authorities, stoppage in supply of raw materials, fuel or electricity, breakdown of machinery, act of God, epidemics, fires, earthquakes, floods, explosives, accidents and navigation blockages, or any other acts or events whatsoever, which are beyond reasonable control of Contractor and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure. Contractor shall be granted necessary extension of completion date to cover the delay caused by Force Majeure without any financial repercussions.

## 19. SETTLEMENT OF DISPUTES

- (i) All disputes or differences of any kind whatsoever that may arise between the Employer / DFCCIL and the Contractor in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after determination of contract shall be settled as under:
- (ii) **Mutual Settlement:-**All such disputes or differences shall in the first place be referred by the Contractor to the Employer in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.
- (iii) Conciliation/Arbitration:-is a term of this contract that Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement.
- (iv) If the Contractor is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Contractor may refer to the Managing Director of the Employer in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, together with counter claims of the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.
- (v) Managing Director of the Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, Managing Director of the Employer decides to appoint a Sole Conciliator / Sole Arbitrator, then a panel of at least three names will be sent to the Contractor. Such persons may be working / retired employees of the Employer who had not been connected with the work. The Contractor shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Sole Arbitrator. Managing Director of the Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Contractor.
- (vi) In case, the Contractor opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation fails, the Contractor may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
- (vii) The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.
- (viii) The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- (ix) The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.

- (x) The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the Employer and shall be shared equally between the Employer and the Contractor.
- (xi) **Settlement through Court:**-It is a term of this contract that the Contractor shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clauses of 4.23.

**20. Suspension of work**

The Obligations of the Employer, the DFCCIL and the Contractor shall not be altered by reasons of conciliation / arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation / arbitration nor shall payments to the Contractor continue to be made in terms of the contract.

**21. Award to be binding on all parties**

The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.

**22. Exception**

For settlement of disputes with central PSUs, the procedure as per existing orders of Permanent Machinery for Arbitration (PMA), Bureau of Public Enterprises, Govt. of India shall be followed.

**23. Jurisdiction of Courts**

Jurisdiction of courts for dispute resolution shall be Ambala only.

# DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED

## (A Government of India Enterprise)

### SPECIAL CONDITIONS FOR RENDERING SERVICES OF HOUSEKEEPING & OUTSOURCING

#### A. Housekeeping

1. The Special Conditions lay down herein are in additions to and in part suppression of the General Conditions of Contracts-1999 of NR with all amendments. Where ever there is a conflict between Special Condition and General Conditions, the Special Conditions shall always prevail. Contractor supposes to follow all General Conditions of Contract-1999 of NR with all amendments.
2. Only experienced contractors in the work of outsourcing or housekeeping shall be considered. The contractor has to satisfy the eligibility criteria as laid down below. As a proof of experience/competency, the tenderer should have experience of having executed similar value works in the last three years with Government/Semi Government/PSU/Big Organization. Certificates to this effect of reputed hotels, company guest houses, for outsourcing work in any Government/Semi Government/PSU/Big Organization shall be considered.
3. Schedule of Services, Scope & minimum man Power requirement, material required by contractor are integral part of Special Conditions of contract and shall form part to the tender documents and contract agreement.
4. The hours specified for employees in the min. man power requirement should not be considered as one shift. The actual duty hours of staff should be regulated in such a way so that there may not be any ground to claim any benefit under any relevant labour laws / Act. Accordingly number of shift and number of persons should be made available. The person deputed for housekeeping between 18.00 hrs. to 6.00 hrs. will also keep watch of intruder at night. The above requirements are only the minimum requirement; Contractor shall deploy adequate staff to cope the workload as per requirement. The specific quantum of staff should be deputed on all days by providing staff in shift, suitable rest givers for weekly rest and substitute when any of them remain absent in any case. The attendance of staff can be checked by the DFCCIL Officials or his representative any number of times in a day and at any time during the day / night. Required staff should be made available before staff retires after his/their duty hours.
5. All labour acts and laws shall be strictly followed by the contractor and he should indemnify the DFCCIL from all claims, loses, etc. arising out of same. The cost, incurred by the DFCCIL in this connection will become recoverable from the contractor. There shall be no claim against the DFCCIL on account of compliance of the provisions of the following :-
  - a) Payment of wages act.
  - b) Minimum wages act.

- c) Labour Regulation Act.
  - d) Other relevant Laws and Act of Central & State Govt.
6. The address and telephone number of the Manager/Supervisor and their rest givers/ substitutes shall be given to DFCCIL Officials or his representatives.
  7. The supervisor and staff employed by the contractor shall abide by the instructions of the DFCCIL Officials or his representatives regarding up keeping of the office premises and would provide the services as laid down in the tender documents. They shall not take smoking and intoxicants while on duty and engage in immoral or illegal activities in the office premises. The contractor shall remove or replace any supervisor or staff found unsuitable for the work in the opinion of the DFCCIL Officials, which shall be final and binding upon the contractor. This should be done within the 24 hours from date & time of the notice given by the DFCCIL Officials and they shall not be reemployed in the rest of the period of contract without written permission of the DFCCIL Officials.
  8. Staff/Supervisor should not have criminal background. Police verification report is necessary at the time of appointment of these staff, Antecedent particulars and address of contractor's labour has to be maintained by the contractor duly verified by him and should be made available to the DFCCIL.
  9. Servicing of alcoholic drinks and immoral trafficking inside DFCCIL premises is strictly prohibited and if any incidence is noticed, DFCCIL can impose suitable penalty and will be free to terminate the contract with immediate effect without any notice for the same and contractor will be responsible for any such activities inside the DFCCIL Premises and will have to face prosecution and indemnity the DFCCIL from all actions and claims arising out of the same.
  10. If any unauthorized persons are found inside the office premises, DFCCIL will impose suitable penalty on the contractor and also will be at liberty to terminate the contact with immediate effect without any notice.
  11. Contractor will be responsible for any thefts and loss of DFCCIL property. He shall indemnify the DFCCIL from all claims of the occupants. Recovery will be made from the contractor for all losses incurred to the DFCCIL.
  12. For all losses for pilferage of contractor's equipments, DFCCIL will not be responsible in any manner.
  13. Keeping the office premises free of intruders at all times of the day.
  14. Arranging the repair for any failure of water supply in the office premises.
  15. Arranging the repair for any failure of electricity in the office premises as well as failure of electrical equipments.
  16. The contractor will provide refilling of gas cylinder, the cost of refilling of cylinder will be paid directly/reimbursed to the contractor by DFCCIL.
  17. The DFCCIL will be at liberty to employ DFCCIL staff or any agency for carrying out any work not done properly by the contractor and expenditure incurred by the DFCCIL in this connection will be recovered from the contractor.
  18. A complaint register shall be maintained and made available to the DFCCIL Officials on demands. Any complaints of the DFCCIL Officials shall be got recorded and signed by

- them and contractor shall give his compliance for the complaint verified by the DFCCIL Officials/Representative. Similarly a Suggestion Book /Feedback book shall be kept at the counter for suggestions and feed back of the DFCCIL Officials.
19. The rate quoted by the contractor is inclusive of all elements of labour and material including consumable, tools and Plants equipments etc., and no material will be supplied by the DFCCIL except otherwise specified.
  20. The staff manning the reception be present at the counter or at the entrance at all times (except for nature call) and also guard the office premises from unauthorized people & intruders, if any time he has to leave the counter he/she shall depute one of the staff to remain at the counter/main gate till he/she returns.
  21. The contractor and his representative should take care of safety & security of staff, employees and DFCCIL property /loss and cost of damages as ascertained by DFCCIL will become recoverable from the contractor.
  22. Contractor's supervisors & staff on duty should wear uniform and badges and keep identity card issued by DFCCIL at contractor's cost as approved by DFCCIL Officials.
  23. Contractor shall submit medical certificate for his supervisor and staff from approved medical practitioner. Supervisors and staff suffering from any kind of disease sickness shall not be permitted on duty.
  24. The work is for two years from the date of acceptance of the tender and DFCCIL will be at liberty to extend this period by another period at same rates and terms and conditions as mutually agreed by contractor & DFCCIL. Contractor shall give request for extension of the contract for such period before expiry of the contract. However final decision to extend the contract by such period will rest with the DFCCIL Officials. Payment will be made after every month for quantity to be paid in months.
  25. Items handed over to the contractor at the time of commencement of the contract, will be taken back in the same (working) condition at the completion of the contract.
  26. The contractor shall deploy such personnel who have previous experience in handling and using the appliances as different works require specialized experience.
  27. The contractor shall in no case sublet / sub contract for the services without the prior permission from DFCCIL. If the contractor does so, the contract shall stand terminated without notice and the Security stands forfeited.
  28. The contractor shall provide his workmen with winter and summer uniforms as approved by the DFCCIL shall reserve the right not to allow entry to any workmen of the Contractor who is without uniform or whose uniform is not up to the mark. The cost of uniform is to be borne by the Contractor.
  29. **PENALTY**  
In case the required services for the office premises are not provided for any reason, what so ever, the case on any day or part, deductions shall be made from the Contractor's bill. In such an eventuality, the DFCCIL shall have the right to obtain the services from any other agency and recover the cost thereof from the bills of the contractor for the services rendered by other agency besides imposing a penalty. For improper cleaning Rs.50/- for each Room, Rs.50/- for common passage/Balcony, Rs.



50/- for no lifting of garbage, Rs.25/- for each toilet, Rs. 100/- for other areas shall be deducted from contractor's bill. For not wearing uniform and Gloves by serving staff, any absenteeism shall liable to attract penalty @ Rs.200/- for Manager/Supervisor, Rs.100/- for other staff .

### **30. Catering**

- I. Requirement of tea etc. shall be got from the DFCCIL Officials as & when required and supplied at the time notified/ advised by them.
- II. Preparation of Tea, Coffee, Snacks, Meals under healthy and hygienic condition and serving the same to the guests/DFCCIL Officials in office premises or any where within the jurisdiction of CPM/Ambala. Normally these services will be required on all working days excluding Sundays, holidays etc but in any emergency contractor will arrange the same as and when required by DFCCIL.
- III. Supply of tea etc. in suitable crockery and utensils, during meeting and conferences as per notified timings, taking proper measures and precautions for fire hazards. He shall be responsible for picking up the utensils, Crockery including cleaning of the tables and proper upkeep of the crockery and cutlery and kitchen utensils. The persons engaged for catering services should be in proper clothing including hand gloves at the time of services and should be neatly and properly dressed. Catering services are required to be available normally in office time all days. The services are required to be prompt & to the satisfaction of the officials in a professional and decent manner. **Crockery will be supplied by the DFCCIL.**

### **31. Housekeeping**

The party shall provide services, dusting and cleaning (dry & wet) with cleaning equipments of all furniture and fixture items consisting of all rooms, passage, pantry, toilets including parking area of office premises as per Schedule of services.

### **32 Disposal of Garbage**

- (i) It shall be responsibility of the contractor to dispose off garbage at least once in a day and / or any time when garbage accumulated in a large quantity than the capacity of dustbin / garbage drum. The contractor shall ensure that garbage should never be kept overnight in the premises.
- (ii) Maintenance of proper cleaning and up keeping of the kitchen / serving centers, Pantries etc.

### **33. Horticulture Work**

Horticulture work in official complex shall include:-

- (i) Maintenance of all existing plants in pots / ground, watering the plants and other related works such as putting manure and sprinkling insecticides.
- (ii) Trimming and day-to-day maintenance of all the trees and plants within the complex.

- (iii) Upkeep of garden within the complex & lawn in front of office including grass cutting in office premises and collection of dry and waste leaves etc.
- (iv) Dumping of plants wastage to the nearest dumping point.
- (v) Up-keeping, placing, re-arranging, weeding, watering and treatment of flower pots in the office premises.
- (vi) Other related works as desired by DFCCIL.
- (vii) The firm shall have to provide earth manure/fertilizers and other things required for maintenance and necessary development cost for purchase of the same shall be reimbursed by the DFCCIL on actual basis.

**34. Provision and maintenance of Dish Antenna**

- 34.1 Contractor will install one dish TV antenna for office TV in the office premises. The cost of dish antenna & recharge of dish will be borne by the Contractor.
  - 34.2 Pack will be selected by the DFCCIL for maximum no of channels from the list time to time or as desired by DFCCIL officials.
- 35** Contractor will keep with manager of the office premises all important phone nos of civil and DFCCIL authorities at the reception and also help the DFCCIL Officials/Visitors in this regard. Manager/Supervisor will escort the important guests in office premises.

**Provision of Services & consumable items to be provided under the head of housekeeping i.e. item no. NS: 6**

- 1) Contractor will provide the assistance to DFCCIL in the form of attending telephone calls, fax, receiving / dispatch of daily dak to maintain the record of visitors arrange maintenance staff as per requirement and co-ordination for the duties of whole outsourced staff under this contract.
- 2) Contractor will provide the assistance to CPM/DFCCIL/Ambala during site inspection/ office hours in day to day working in form of attendant.
- 3) Contractor will provide the assistance to DFCCIL in the form of preparation & serving of Tea/Coffee & Snacks, Water as and when required to all the officials/guests/staff working in the office.
- 4) Contractor will provide the assistance to DFCCIL in the form daily watering of plants, trees, dressing of flower beds, weeding and grass cutting of office lawn at least once a week.
- 5) Contractor will provide the assistance to DFCCIL in the form daily mopping of floors of all the rooms/corridor/ passages building, cleaning of toilets & bathrooms including Division RE rooms(Two rooms), sweeping of outside pucca/kaccha surfaces of campus and surroundings/passage to office complex etc.
- 6) Contractor will provide the uniform for the manpower provided to comply the housekeeping activities.
- 7) Contractor will provide the cleaning consumable material as per annexure & requirement.
- 8) Contractor will provide the grass cutting machine at his own expense normally once a week or as & when required.
- 9) Contractor will provide the assistance in the form of manpower/electrician to rectify the electric fault in the official complex in any form except repairing of electric machinery. The material required for repair will be given by the DFCCIL as & when required.
- 10) Contractor will provide the assistance in the form of manpower/fitter/Plumber to rectify the water supply fault in the official complex in any form. The material required for repair will be given by the DFCCIL as & when required.
- 11) Contractor will provide the assistance in the form of manpower/fitter/Plumber to rectify the sewerage fault in the official complex in any form. The material required for repair will be given by the DFCCIL as & when required
- 12) Contractor will provide Khurpi, Belcha, shower, Fawda & any other items required for weeding, watering of flowerpots, lawn & any other activities for horticulture etc. at his own cost as & when required.
- 13) Contractor will provide one dish antenna including the cost of recharge with average pack. DFCCIL reserve the right to change the size of pack/service provider at any time, no claim of contractor for variation on this account will be entertained by DFCCIL.

13: **Schedule of Services are as under:-**

1	Cleaning of all toilet seats with Harpic or any other disinfectant (scented) liquid	:	Daily
2	Cleaning of all Washbasins, mirrors, sanitary fittings, geyser with the suitable liquid like colin etc.	:	Daily
3	Cleaning of floor/ floor tiles using good fragrance liquid	:	Daily
4	Cleaning of wall tiles using good fragrance liquid.	:	Once in a week
5	Provision of Bathing Soap, liquid soap, toilet, paper, odonil etc. (Lux, Hamam, Dettol, Pamolive etc.)	:	On a regular basis or as and when required.
6	Dusting of each & every item of furniture, curtain rods, vinish blinds & cabinet etc.	:	Daily
7	Dusting of Electronic appliances like TV, Telephone, Cordless and Footlights or any other office equipment.	:	Daily
8	Cleaning of Sofa with vacuum cleaner	:	As & when required.
9	Cleaning of Electric Fittings, switch boards, Electrical gadgets such as Fans, tube lights, CFLs AC mesh/cover etc .	:	As & when required.
10	Replacement of cells in TV remote, wall clock etc.	:	As & when required.
11	Cut flowers for usages in chamber of PM & above	:	Fresh all the time
12	Cleaning of doors, windows, Including glass panes. Glass Panes should be get cleaned by suitable cleanser such as Colin etc.	:	Daily
13	Removing of cobweb	:	Once in a Week
14	Cleaning of Terrace, Stair case sunshade, canopy (Stair case should be cleaned or washed with good quality disinfectant)	:	Once in a Week
15	Cleaning of floor of passages, galleries by wet mopping by adding good quality disinfectant in water.	:	Daily
16	Dry booming of area inside the complex, in front of gate including lawn area & other Division/RE, Guest house (two rooms).	:	Daily
17	Washing of towels large & small	:	Once in a Week
18	Serving of fresh water & preparation of Tea & Coffee etc.	:	As & when required
19	Dusting & cleaning of kitchen accessories Sink, Sanitary, fixtures with suitable cleanser.	:	Daily
20	Cutting of Grass, Trimming of trees, Putting manure & sprinkling water and insecticides	:	As & when required
21	Sweeping of lawns, watering of lawns, hedges/flower bed/flower pots etc.	:	Daily

22	Cleaning of façade of building/ACP/Reflective glasses etc.	:	Once in two weeks
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All services mentioned above supposed to be provided by contractor for all building premises, Divisions rooms & RE rooms (each one), all area within the boundary of office complex & in front of gate as well as lawn area in front of gate.

**(B) Outsourcing Staff:**

- 1) This is purely a works contract like all other works contracts awarded by Railways/DFCCIL and General Conditions of Contract of Railways are applicable to this contract. Award of the contract does not confer any right to any of the individuals involved in this contract either directly or indirectly for a perpetual employment in DFCCIL in any capacity. The agency/service provider/contractor shall be entirely responsible for the employment of its labour and shall be liable for observance of all statutory provisions of Govt. No claim of employment by the manpower engaged on the DFCCIL on whatsoever ground shall be entertained.
- 2) This contract is of temporary nature. DFCCIL shall have discretion to change the scope of work contract as per the requirement and variation in the scope of work will be governed by GCC and shall not have any bearing on the rates quoted by the tenderer, which shall be treated as firm during the currency of the contract.

**3) QUANTITY VARIATION**

Rates quoted in the schedule of items shall be valid for a variation of the quantity up to maximum of (+-) 25% for each item. In case of variation in quantities beyond + 25%, the rates for the additional quantities beyond +25% shall be negotiated/decided on mutually acceptable terms, provided the rate so arrived does not exceed the originally accepted rate as per agreement.

**4) Rates**

- 4.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
- 4.2 The quoted rates are inclusive of statutory contribution towards the EPF (Employer and Employee's contribution) and ESI. The same shall be deposited by the contractor in favour of persons deployed and certificate in regards to that should be furnished with the bill that all statutory obligations has been complied with.
- 4.3 For any staff deployed by the contractor, no payment will be made for local movement in Ambala or within the municipal limit of the city where the manpower deployed. For outstation duty the actual fare of bus/train (SL class) will be reimbursed and additional auto charges shall be paid @ Rs. 4.00 per Km. For each out station duty, night stay Rs.150/- allowance shall be paid per person per night. For overnight journeys Rs.75/- per night shall be paid. If period of stay outside (i.e. more than 60 km) HQ is more than 6 hours then Rs.100/- and more then twelve hours Rs. 150/- will be paid.

5) **PAYMENT SCHEDULE**

5.1 Payments will be made monthly by the DFCCIL, as per the accepted rates terms and condition.

5.2 **On Account Payment**

5.2.1 The Manpower Services Provider shall be entitled to be paid from time to time normally once in a calendar month, by way of "On account" bills.

5.2.2 The Manpower Services Provider shall submit the on-account bills, by the date stipulated by the DFCCIL, supported with required documents.

5.2.3 After preliminary scrutiny and certification by DFCCIL payment of the certified amount shall be made as far as possible by the DFCCIL. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Manpower Services Provider.

6) As specified in schedule of quantity manpower is required for Competent Authorities in various districts under the jurisdiction of CPM/DFCCIL/Ambala or at DFCCIL office cum rest house at Ambala. However in case DFCCIL office is shifted to any other location for any reason, services shall be rendered at such new location to be advised by DFCCIL on the same rates and terms and conditions and nothing extra shall be paid on account of change in location of office cum rest house premises. The service of the staff hired through the agency are liable to the transferred anywhere in the jurisdiction of the field office, from one job to another, one department to another, and one branch to another without any extra remuneration depending on the exigencies of the work.

7) The office working hours shall normally be from 9.30 AM to 6.00 PM from Monday to Saturday with weekly Sunday off. However, if occasionally the services are required after office hours then nothing extra shall be paid. House Keeping Helpers should reach in advance so as to complete the work of cleaning before start of office time.

8) Normally services of the personnel so deployed by the service provider shall not be required on the National/Gazetted Holiday/Sunday and no deduction shall be made on this account. However, in the event of any urgent requirement, administration reserves the right to call the personnel on National/Gazetted Holiday/Sunday. A compensatory off will be provided to the individual in the succeeding weeks in lieu of the attendance for work on National/Gazetted Holiday/Sunday. Not turning up on worksite on National/Gazetted Holiday/Sunday when specifically asked to do so shall attract deduction of the amount payable for the day. More than two compensatory off will not be permitted to be availed at a time. Rest, compensatory rest, leave etc. to the manpower engaged by the

agency/service provider/contractor shall be arranged by the contractor at his own cost and the rates shall be quoted accordingly.

**Leave --:** One day's leave shall be permissible to the hired personnel in a month. If a personnel remains absent beyond the period of one day in a month except National holidays/declared holidays, pay may be deducted on pro rata basis, if a substitute is not provided for that period of absence. The facilities including leave etc. are required under various legal provisions shall be so adjusted by the outsourcing agency that the cost to company does not increase.

- 9) The staff employed by the contractor are required to furnish an undertaking to the effect that they will have no claim over DFCCIL regarding extended/or consequential employment in the DFCCIL. No claim of employment by the manpower engaged on the DFCCIL on whatsoever ground shall be entertained.
- 10) The skills of persons deployed including their suitability for work would be adjudged at the time of deployment on very first day and allowed to work if found suitable. Otherwise the deployment of the particular person would be rejected/refused and another person would have to be offered by the contractor who would be adjudged a fresh and if found rejected no amount/fee/remuneration etc. would be paid by the DFCCIL.
- 11) The contractor shall ensure that the staff should be in neat and clean uniform/dress. They should be in good health, punctual, honest and well behaved. The contractor will be responsible for ensuring good conduct on the part of persons deployed. The person once engaged and is working satisfactorily will not be substituted/replaced intermittently without permission of competent authority of DFCCIL.
- 12) The person so engaged for the purpose shall have appropriate qualifications with requisite skills of the job. The agency shall be responsible to verify the qualification and experience indicated by hired staff in their profiles. 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 considered staff shall be immediately discharged from its service. The agency will have to provide suitable replacement within 3 days time.
- 13) It shall be the responsibility of the contractor to get the character and antecedents of the staff verified before their induction. The contractor must furnish proof of such verification as and when demanded by DFCCIL.
- 14) It will be the responsibility of the outsourcing agency to ensure that the staff hired through the agency shall at all time maintain absolute integrity and devotion to duty and conduct himself in a manner conducive to the best interests, credits and prestige of DFCCIL. The DFCCIL representatives shall have the authority/right to advise the agency/service provider/contractor to remove or replace the person/s found detrimental to the DFCCIL on

account of any misconduct or incompetence. In such an event, the agency/service provider/contractor shall replace the person with another suitable person immediately, in any case not later than 03 (Three) days. The amount payable for that person shall be discontinued from the day such an advice for replacement of that person is issued by DFCCIL and the payment would only be resumed when the new person reports for the duty.

- 15) Persons suffering from contagious or infectious diseases shall not be deployed or permitted to work in the DFCCIL premises. If the person deputed by agency/service provider/contractor contracts or develops any such disease during the currency of the contract, the agency/contractor(s)/ service provider may be asked by the DFCCIL to replace such person by another person suitable person. No extra charge for such replacement to be done by the contractor forthwith, shall however, be payable.
- 16) The work executed shall be to the satisfaction of DFCCIL representatives. Rate shall include all incidental & contingent work, which although not specifically mentioned in the scope are necessary for its completion in a sound and efficient manner.

By virtue of the services with the DFCCIL, the agency and the staff hired through the agency will come in possession of certain information and secrets related to DFCCIL which shall not be divulged to any organization or individual. The AGENCY shall ensure the complete confidentiality is maintained by it and all its staff hired by DFCCIL with regard to all information relating to DFCCIL, its premises, clients, business, assets, affairs and employees. Neither the AGENCY nor its persons shall at any time divulge or make known to any third parties any trust, accounts, matters or transactions whatsoever any information pertaining to DFCCIL its associate entities which may in any way come to their knowledge or attention.

DFCCIL may at its discretion award / reward efficient staff hired through the agency directly at any time.

17) **SCOPE OF WORK**

**(A) Office Assistant/Computer Operator/Steno**

- (i) Qualification:- 10+2 (preferably graduation) & Diploma/Certificate course in software application/programming/networking or as per satisfaction of DFCCIL/Competent Authority.
- (ii) All sorts of dictation/typing work usually carried out by using the Computer with knowledge of MS Office/Excel or any other suitable software in English/Hindi, maintenance of files of documents and other relevant works as and when required by the different sections of DFCCIL/Competent Authority.



- (iii) Movement and maintenance of files, papers, drawing, within the office, outside DFCCIL/Competent Authority Office including Railway and other offices at Ambala.
- (iv) Purchase of petty items from the market and keeping accountal of the same.
- (v) Operation of various office equipments like photocopier, fax, telephone, printer, EPABX etc.
- (vi) Dispatch and receipt of files, letters etc. to and from various Railway offices including various state/central govt. offices.
- (vii) Any other work assigned by DFCCIL in connection with smooth functioning of the office.

**(B) Peon/Daftri/Safaiwala/Office Manager/Supervisor**

- (i) Cleaning of rooms, dusting of furniture and equipments in the entire office building within the jurisdiction of CPM/UMB.
- (ii) For Safaiwala including cleaning of all toilets, wash basins, corridors of all floors and circulating area including front open area outside of main gate and disposal of rubbish collected everyday by cleaning the area as specified above. Required consumable such as phenyl, brooms, mops, dusters etc shall be provided by the contractor as per requirement.
- (iii) Preparation and serving of tea, coffee, snacks etc in office, (raw material shall be provided by DFCCIL/Competent Authority), cleaning of utensils used in the pantry etc.
- (iv) Outstation movement for carrying important letters, files, drawings etc with or without accompanying DFCCIL/Competent Authority officials.
- (v) Delivering the dak/letters/papers and document to various Government/non governmental offices in Ludhiana/Ambala/Ferozpur/New Delhi or at any other place.
- (vi) Accompanying the DFCCIL/Competent Authority officials at work site and assisting them in field related works as and when directed.
- (vii) Assisting in the office working when Rest house is not occupied by the officer/staff of DFCCIL/Competent Authority or when free after attending them during office working hours.
- (viii) Any other work assigned by DFCCIL/Competent Authority in connection with smooth functioning of the office.

**18 Liability against risks / claims:**

DFCCIL Administration shall not be responsible for any injury or loss of life or sickness of the workmen or of any individual involved in the contract (deployed by the agency/service provider/contractor) during the course of their duties or out of their duty hours. Any statutory liabilities which may arise shall be to the agency/contractor(s)/ service provider's account. The agency/service provider/contractor shall take out and keep in force a policy and policies of insurance against all liabilities and recognized risks in respect of accidents to persons employed by the contractor for the purpose of carrying out the works of this contract.

The contractor should note this provision especially in respect of staff deployed by him and should take necessary insurance cover and safeguards against the recognized risks for his

worker/ staff. Any compensation to the staff because of accidents in their duties will be payable by the contractor to his workers / dependents.

**19 Variation**

- 19.1 Requirement of the manpower is approximate and liable to vary over a period of time.
- 19.2 Requirement of manpower for a particular month will be advised to the contractor at least 15 days in advance and service provider shall arrange the required manpower accordingly.
- 19.3 Payment will be made as per actual manpower deployed in any particular months and no claims shall be admissible due to either reduction or increase in total quantity of any particular item either in a particular month or in total contract period.

**20 Payments**

- 20.1 On completion of the work to the satisfaction of DFCCIL Authority, as verified by the DFCCIL Authority where the person deployed have rendered the stipulated services, the agency/service provider/contractor shall be entitled for getting the due payments at the end of the each months, by submitting their bills in prescribed Performa along with the attendance of deployed staff with CPM/DFCCIL.
- 20.2 Payment shall be made after making required deductions towards taxes to be deducted at sources as per extant rules/law in force.
- 20.3 In case of difference of opinion regarding interpretation of any clause, the decision of CPM/DFCCIL/UMB shall be final and binding.

**Signature of Bidder**

Full Address of Bidder:-

Chief Project Manager,  
DFCCIL, Ambala.

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

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD**  
**(A GOVT. OF INDIA ENTERPRISE)**

**Section (6)**

**Schedule of Items, Rates and Quantities:**

<b>Item No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Rate (in Rs)</b>	<b>Amount (in Rs)</b>
1)	Provision of rendering services of <b>Office Assistant Cum Computer Operator Cum Steno</b> for CPM Office, Ambala/sub office, Ludhiana				
	(a) For qualification (graduation)	1x24	Man Month	13,110.00	3,14,640.00
	(b) For qualification (10+2)	2x24	Man Month	11,845.00	5,68,560.00
2)	Provision of rendering services of <b>peon/Daftri/Field man</b> for CPM Office, Ambala/sub office, Ludhiana	6x24	Man Month	5,906.00	8,50,464.00
3)	Provision of rendering services of <b>Office Assistant Cum Computer Operator Cum Steno</b> for Competent Authorities of various districts i.e. Saharanpur, Yamuna Nagar, Ambala, Patiala, Fatehgarh Sahib & Ludhiana <b>in the jurisdiction of CPM/DFCCIL/UMB</b> in C/W land acquisition work for DFCC.	1x6x9	Man Month	10,695.00	5,77,530.00
4)	Rendering services of office attendant for Competent Authorities in various districts i.e. Saharanpur, Yamuna Nagar, Ambala, Patiala, Fatehgarh Sahib & Ludhiana <b>in the jurisdiction of CPM/DFCCIL/UMB</b> in C/W land acquisition work for DFCC.	1x6x9	Man Month	5,906.00	3,18,924.00
5)	Providing Security men in the office at Ambala for keeping day and night watch of the office premises and to perform various duties as mentioned in the terms & conditions.	3x24	Man Month	5,906.00	4,25,232.00
6)	Housekeeping/Sanitation of CPM office at Ambala to perform various duties as per direction of DFCCIL officials. as	1x24	Job per Month	31,829.00	7,63,896.00

	<p>mentioned in the terms &amp; conditions including consumable required for cleanliness.</p> <p><b>NOTE:</b></p> <p>(i) Additional consumable if ordered for cleanliness/Pantry Purpose which are not specified shall be reimbursed/ provided by DFCCIL .</p> <p>(ii) The staff as mentioned in special conditions shall remain present throughout the day except Gardner shall perform duties as given time to time.</p>				
7)	<p>Item rate for installation of Photocopier Machine for doing Photostat work of DFCCIL. This will include, making photo copies, with the tenderer with his own photo copier Machine, equipped with all T&amp;P's consumables and other equipment's including maintenance to keep the machine always fit for making good quality photo copies, all kind of leading loading unloading and installation will be done by the tenderer himself. Tenderer has to attend the machine with his expert Engineer for keeping machine fit at every fortnight or whenever required by DFCCIL authorities at his own cost. The following items will be provided by DFCCIL free of cost. (a) Operator. (b) space for working/keeping the machine, electricity, papers only.</p> <p>No additional conditions will be accepted by DFCCIL at any cost and nothing extra payment will be made to the tenderer on any account what so ever may be.</p> <p>The rates should also be inclusive of all taxes, vat etc.</p>	30,000	No.	0.42	12,600.00
8	<p>Traveling Allowance/Night Duty charges/conveyance charges to staff payable for outstation duties as per as per terms &amp; conditions of contract.</p>	3,60,000	Rs.	As per actual Journey	3,60,000

<b>TOTAL</b>				<b>41,91,846</b>
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**RATES TO BE FILLED IN BY THE BIDDER.**

I/We quote our rates as \_\_\_\_\_% \_\_\_\_\_  
 \_\_\_\_\_ (in figures)  
 \_\_\_\_\_ percent (in words) above/below/at par over the  
 above estimated cost.

**NOTE:**

1. The Bidder is required to quote single %age rate above/below/at par of above amount.
2. The Bidder/tenderer quoting the rates for individual items will be disqualified.
3. The Bidder/ tenderer is required to quote the rate in both words and figures. In case of discrepancy, rate quoted in words shall prevail.
4. Rate mentioned in the schedule of quantities for various categories are including all expenses including contractor profit though contractor supposed to follow the all provisions of minimum wages etc.
5. The Contractor shall furnish the certificate with receipt of salary from all deployed employees by him for DFCCIL work before submitting the next month bill.

I/We also agree with all the enclosed terms & conditions.

**Name and Signature of the Tenderer**  
**Along with office seal**

**Chief Project Manager,**  
**DFCCIL, Ambala**

**BIDDER'S GENERAL INFORMATION**

1-1 Bidder Name: \_\_\_\_\_

1-2 Number of Years in Operation: \_\_\_\_\_

1-3 Registered Address: \_\_\_\_\_

\_\_\_\_\_

1-4 Operation Address if different from above: \_\_\_\_\_

\_\_\_\_\_

1-5 Telephone Number \_\_\_\_\_

(Country Code) (Area Code) (Telephone Number)

1-6 E-mail address & Web Site \_\_\_\_\_

1-7 Telefax Number \_\_\_\_\_

(Country Code) (Area Code) (Telephone Number)

1-8 ISO Certification, if any {If yes, please furnish details}

1-9 PF / EPF Registration No.:

1-10 Service Tax No.:

1-11 Pan No.:

1-12 Bank A/C No with Bank code for electronic clearance of the payment.:

**(Seal & Signature of bidder)**

**PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

To

Chief Project Manager,  
Ambala.

WHEREAS \_\_\_\_\_ [name and address of Contractor ] (hereinafter called “the Contractor ”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of contract and brief description of works] (hereinafter called “the contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a scheduled bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor , upto a total of \_\_\_\_\_ [amount of Guarantee], \_\_\_\_\_ [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto \_\_\_\_\_ (a date 28 days after the date of completion of the work).

**SIGNATURE AND SEAL OF THE GUARANTOR**

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

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



## LIST OF SIMILAR WORKS COMPLETED IN THE LAST 3 YEARS

SN	Description of work	Organisation for whom the work has been done	Approximate value of the work at the time of award	Scheduled completion date	Date of actual completion & reason for delay	Final Value of the contract	Remarks

**Note :- Experience certificate from Govt. Organizations/PSUs/Private Ltd., Companies must be attached**

**(Seal & Signature of bidder)**

**END OF DOCUMENT**

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